

GAMAGARA LOCAL MUNICIPALITY



CONTRACT NUMBER: GM/2024/11

DIBENG SEWER NETWORK, PHASE 5

CIDB GRADING: 6CE

PREPARED BY:	PREPARED FOR:
 civilsense consulting CIVIL SENSE CONSULTING 04 Hemming Way KIMBERLEY 8301 Mr Gershan Roodie Tel (053) 832 6825 Fax 086 512 9177	DEPT OF PUBLIC WORKS AND BASIC SERVICES  GAMAGARA LOCAL MUNICIPALITY Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu 8446 Mr. Walter Jood Tel: (053) 723 6000 Fax: (053) 723 2021

NAME OF BIDDER (BIDDING ENTITY)
(FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV,
SOLE PROPRIETOR etc.) : _____

TEL NUMBER : _____

FAX NUMBER : _____

GAMAGARA MUNICIPALITY**TENDER NO.: GM/2024/11****DIBENG SEWER NETWORK: PHASE 5****CLOSING DATE: 27 FEBRUARY 2024****CLOSING TIME: 10:00****TENDERER INFORMATION (To be completed by Tenderer)****NAME OF TENDERER****CONTACT PERSON****ADDRESS**

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TEL NO**E-MAIL ADDRESS****CSD NO****CIDB GRADING****CIDB REGISTRATION (CRS) NO****B-BBEE LEVEL****TENDER AMOUNT (INCL. VAT)** R**TIME FOR COMPLETION**

Working Days

(As per C 1.3: Contract Data: Part 2: Clause 1.1.1.14)

GAMAGARA MUNICIPALITY**TENDER NOTICE NO. GM/2024/11****DIBENG SEWER NETWORK, PHASE 5**

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The Tenderer shall satisfy himself that the tender document is complete in accordance with the above contents. The Employer will accept no liability in respect of errors in the Tenderer's Offer due to the foregoing.

GAMAGARA LOCAL MUNICIPALITY



CONTRACT No GM/2024/11

FOR

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5

TENDER NOTICE AND INVITATION TO TENDER

GAMAGARA LOCAL MUNICIPALITY hereby invites tenders for the **CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**. It is estimated that prospective tenderers should have a CIDB contractor grading of **6CE** or higher. Only tenderers who conform to the criteria stated in the Tender Data and Tender conditions are eligible to tender. Tender documents will be available on the E-tender webpage from Friday 26 January 2024. Tender enquires can be directed to Mrs. Josephine Nampa at 053 723 6000 or e-mail at nampaj@gamagara.gov.za. No tender documents will be made available at the Municipality nor during the compulsory clarification meeting.

A **compulsory clarification** meeting with representatives from the Employer will take place at the municipal offices of Gamagara Local Municipality, **MUNICIPAL COMMITTEE HALL BOARD ROOM, FIRST FLOOR, CORNER HENDRIK VAN ECK & FRIKKIE MEYER ROAD, KATHU** on **Friday, 02 February 2024** starting at **12:00**. Only tenderers who attend the clarification meetings shall be eligible to submit tenders.

Technical queries should be addressed to **Mr. Walter Jood** at Tel. No. (053) 723 6000, e-mail: joodt@gamagara.gov.za. Tender queries will be accepted and attended to up to **Tuesday 20 February 2024**.

This tender will close on TUESDAY 27 February 2023 at 10:00. Completed tender documents, sealed in an envelope and clearly marked with "**GM/2024/11**": "**CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**" must be placed in the **TENDER BOX** at the entrance of **GAMAGARA LOCAL MUNICIPALITY, CORNER HENDRIK VAN ECK & FRIKKIE MEYER ROAD, KATHU**, and **NO TENDERS** will be accepted after the closing time or per facsimile nor e-mail.

The opening of tenders will be done immediately after closing in the **MUNICIPAL COMMITTEE HALL, BOARD ROOM, FIRST FLOOR** of **GAMAGARA LOCAL MUNICIPALITY, CORNER HENDRIK VAN ECK & FRIKKIE MEYER ROAD, KATHU**.

Gamagara Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. All tenders will remain valid for a period of 120 days after the time and date of opening. This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and Supply Chain Management of Gamagara Local Municipality.

Mr. Lebogang Seetile
Municipal Manager



GAMAGARA MUNICIPALITY

TENDER NO.: GM/2024/11

DIBENG SEWER NETWORK: PHASE 5



T1.2: TENDER DATA

**T 1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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F.1 General**F.1.1 Actions**

Add the following to F.1.1:

The Employer is Gamagara Municipality.

F.1.2 Tender Documents

Add the following to F.1.2:

"The following documents form part of this contract:

- (i) The General Conditions of Contract (GCC) for Construction Works (3rd Edition) 2015, as published by the South African Institution of Civil Engineering. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel.: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.
- (ii) The SANS Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards. These publications are available, and Tenderers must obtain copies at their own cost from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001.

The above may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The Tender Documents issued by the Employer comprise:

The Tender Document (this document), in which is bound:

The “**Returnable Document**” which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and Employer’s Agent

Add the following to F.1.4:

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

The Employer’s Agent is:

Name: Mr Gershan Roodie
Civil Sense Consulting CC
P O Box 110228
KIMBERLEY, 8306
Tel.: (053) 832 6825
Fax: (086) 512 9177
E-mail: gershan@civilsense.co.za

F.1.6.2 Competitive Negotiation Procedures

Add the following to F.1.6.2:

A competitive negotiation procedure will **not** be followed.

F.1.6.3 Proposal Procedure using the Two-Stage System

Add the following to F.1.6.3:

A two-stage system will be followed.

F.2 Tenderer’s Obligations

F.2.1 Eligibility

Add the following to F.2.1:

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

Construction Industry Development Board (CIDB) Contractor Registration

Only Tenderers who are registered with the CIDB, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **6CE** Class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading designation in the **6CE** Class of construction work;
3. The combined Contractor grading designation calculated in accordance with the CIBD

Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6CE**. Class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the Contractor Grading Designations see **Annex G** attached.

F.2.7

Clarification Meeting

Add the following to F.2.7:

A compulsory clarification meeting with representatives from the Employer will take place at the municipal offices of Gamagara Local Municipality, MUNICIPAL COMMITTEE HALL, BOARD ROOM, FIRST FLOOR, CORNER HENDRIK VAN ECK & FRIKKIE MEYER ROAD, KATHU on Friday, 02 February 2023 starting at 12:00. Only tenderers who attend the clarification meetings shall be eligible to submit tenders.

F.2.9

Insurance

Add the following to F.2.9:

The Employer will provide **no** insurance.

F.2.10

Pricing the Tender Offer

F.2.10.3

Add the following to F.2.10.3:

The tendered Fixed Price will **not** be subject to escalation.

See C 1.2: Contract Data: Part 1: Data Provided by the Engineer: Clause 6.8.2.

F.2.13

Submitting of a Tender Offer

Add the following to F.2.13.1:

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

Replace sub-clause F.2.13.2 with the following:

Return all returnable documents to the Employer after completing them in their entirety by writing in **non-erasable black ink**.

Add the following to F.2.13.3:

Parts of each Tender offer communicated on paper shall be submitted as an original plus **0 (nil)** copies.

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

The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of 2 (two) or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, Gamagara Municipality head office

Physical address: Cnr Hendrich van Eck & Frikkie Meyer Street, Kathu

Identification details: GM/2024/11
Title of Tender: CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5

Sealed tenders with the Tenderer's name and address and the endorsement: "TENDER NO. GM/2024/11 CONSTRUCTION OF DIBENG SEWER NETWORK, PHASE 5" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

Add the following to F.2.13.6:

A two-envelope procedure will **not** be followed.

Add the following to F.2.13.9:

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

Add the following to F.2.13.10:

By signing the offer part of C 1.1: Form of Offer and Acceptance, the Tenderer declares that all information provided in the Tender submission is true and correct.

F.2.15

Closing Time

Add the following to F.2.15.1:

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16

Tender Offer Validity

Add the following to F. 2.16.1:

The tender offer validity period is **120 (hundred and twenty)** days from the closing date.

F.2.17

Clarification of Tender Offer after Submission

Add the following to F.2.17:

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

F.2.18

Provide Other Material

F.2.18.1

Delete the word "notarised"

Add the following to F.2.18. 1:

Provide, where the tendered amount inclusive of VAT **exceeds R 10 000 000.00 (Ten Million Rand):**

i) audited annual financial statement for 3 (three) years, or for the period since

establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;

- ii) a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 (thirty) days;
- iii) particulars of any contracts awarded to the Tenderer by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.19 Inspection, Tests and Analysis

Add the following to F.2.19:

Access shall be provided for the following inspections, tests and analysis: **Site investigation.**

F.2.20 Submit Securities, Bonds, Policies, etc.

Add the following to F.2.20:

The successful Tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

F.2.22 Return of Other Tender Documents

Add the following to F.2.22:

Return all retained tender documents and drawings within 28 (twenty eight) days of the expiry date of the validity period.

F. 2.23 Certificates

Add the following to F.2.23:

The Tenderer is required to submit with his tender:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of valid Tax Clearance pin issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

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

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

F.2.23.3 Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s), either a certified copy of a valid B-BBEE status level verification certificate

(in terms of the Construction Sector Charter on Black Economic Empowerment) or an original sworn affidavit in the case of a qualifying Enterprises.

A consolidated B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022.

F.3 The Employer's Undertakings

F.3.2 Issue Addenda

Add the following to F.3.2:

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

F.3.4 Opening of Tender Submissions

Add the following to F.3.4.1:

The time and location for opening of Tender Offers is as follows:

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

Location: GAMAGARA MUNICIPALITY HEAD OFFICE: KATHU, CNR HENDRIK VAN ECK & FRIKKIE MEYER STREET, KATHU.

F.3.5 Two-envelope System

Add the following to F.3.5:

The 2 (two) - envelope procedure will **not** be followed.

F.3.8 Test for Responsiveness

Add the following Sub-clause F.3.8.3:

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

- a) the tender is not in compliance with the Scope of Work;
- b) the Tenderer does not comply with the CIDB contractor grading designation specified in F.2.1 **above**.
- c) the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.

F.3.9 Arithmetical Errors, Omissions and Discrepancies

Amend Sub-clauses F.3.9.1 & F.3.9.2 to read as follows:

"F.3.9.1 Check the highest ranked Tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 and check only the Summary: Calculation of Tender Sum for:

- a) The gross misplacement of the decimal point in any rate; or
- b) Arithmetical errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity or
 - ii) the summation of the amounts.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;
- b) If, in the Summary: Calculation of tendered Fixed Price 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.
- c) Where there is an error in the total of the amounts 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 unit rates to achieve the Tendered total of the amounts.

Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above."

F.3.11 **Evaluation of Tender Offers**

F.3.11.1 **General**

Appoint an evaluation panel of not less than 3 persons. Reduce each responsive tender offer to a comparative offer and evaluate them using tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.3 **Method 2: Financial Offer and Preference**

Add the following to F.3.11.3:

Method 2 shall be used to rank tenders offers from highest number evaluation points to lowest. Score each responsive tender in respect of financial offer made and preference claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. Only those tenders who satisfy the eligibility criteria and achieve the minimum functionality score of 70% in accordance with F.3.11.9 to be considered for Financial Offer and Preference scoring.

F.3.11.7 **Scoring Financial Offers**

Add the following to F.3.11.7:

A maximum of **80 (eighty)** tender evaluation points (W_1) will be scored for Financial Offers from responsive tenders under consideration scoring points according to the formula:

$$N_{FO} = W_1 \times \left[1 - \frac{(P - P_m)}{P_m} \right] \text{ where,}$$

points

$$N_{FO} = \text{Number of tender evaluation points awarded for Financial Offer}$$
$$W_1 = \text{Maximum tender evaluation points awarded for Financial Offer} = \mathbf{80 (eighty)}$$
$$P = \text{Financial Offer} = \text{Tender Sum (including VAT, contingencies, provisional sums and escalation)} = \text{the comparative offer of the tender offer under construction}$$
$$P_m = \text{Lowest Tender Sum (including VAT and contingencies)} = \text{the comparative offer of the most favourable comparative offer.}$$

F.3.11.8 **Scoring Preferences**

Add the following to F.3.11.8:

Points will be awarded to tenderers who are eligible for preferences in terms of **Schedule 1.12 (MBD 6.1)**: Preferencing Schedule where preferences are granted in respect of B-BBEE contribution.

The terms and conditions of **Schedule 1.12 (MBD 6.1)** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on **Schedule 2.7** his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

Exempted Micro Enterprise (>50% Black owned)

Exempted Micro Enterprise (\leq 50% Black owned)

Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board notice 111 of 2007 published in Government Gazette No. 29616 of 9 Feb. 2007)

Non-compliant contributor¹

Up to 20 tender evaluation points (N_P) will be awarded for Specific Goals.

B-BBEE Goal

The level of **B-BBEE** contribution will contribute a maximum of **10 preference points**, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points (80/20 System)	Number of Points (90/10 System)
1	10	05
2	09	4.5
3	08	3.5
4	05	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor ¹	00	0.0

1: A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor or who is not verified in terms of the Construction Sector Charter.

Locality Goal

The **locality** of the tenderer will contribute a maximum of **10 preference points**, in accordance with the tables below:

Locality	Number of Points (80/20 System)	Number of Points (90/10 System)
Within the boundaries of Gamagara Local Municipality	10	05
Outside the boundaries of the Northern Cape but within the boundaries of the Northern Cape	05	2.5
Outside the boundaries of the Northern Cape	0.0	0.0

F.3.11.9 Scoring Quality

Add the following to F.3.11.9:

Each tender will be scored on quality offered in accordance with the criteria below. Tenders who do not achieve the **MINIMUM OF 70% OF POINTS ON OFFER FOR FUNCTIONALITY (in relation to M_S)** will be deemed as non-responsive and therefore rejected.

$$N_Q = W_2 \times \frac{S_o}{M_s}$$

Where:

N_Q is the score for functionality by the Tenderer;

S_o is the score for functionality allocated to the submission under consideration;

$M_s = 100$

$W_2 = 100$

SCORING FUNCTIONALITY

CRITERIA FOR FUNCTIONALITY	MAXIMUM SCORE
a) Experience of Tenderer	40
b) Key personnel	30
c) Plant	20
d) Bank rating	10
TOTAL POINTS (M_S)	100

Functionality score is a pre-qualification criterion to enter scoring for financial offers and points will not be transferrable to the scoring of Financial Offers.

EVALUATION SCHEDULE FOR FUNCTIONALITY (N_Q)	
a) EXPERIENCE OF TENDERER (40 points)	
<p>The experience of the Tenderer in waterborne sewer reticulation and/or outfall sewer line projects in relation to the required service as described in the scope of work over the last ten (10) years will be evaluated. Schedule 1.6 must be clearly and fully completed. Attach information if the section provided is limited. References will be contacted to determine if the project/s was delivered according to the clients' expectations. Acceptable documentation/proof to accompanying the reference report should include:</p> <ul style="list-style-type: none"> • Appointment Letter from organ of state certifying that project/s was successfully completed also indicating project values and/or • Engineer's Certificates/Completion Certificates with project values 	
The scoring of the Tenderer's experience will be as follows: Max Score = 40 points	
Description	Score
Tenderer has submitted no information or inadequate information to determine scoring level.	0
Tenderer has successfully completed 1 sewer reticulation and/or outfall sewer line project with project value greater than R 8 000 000.00 supported by an acceptable reference report.	10
Tenderer has successfully completed at least 2 sewer reticulations and/or outfall sewer line projects with project value greater than R 5 000 000.00 of which at least one with project value greater than R 10 500 000.00 supported by acceptable reference reports.	25
Tenderer has Successfully completed 3 sewer reticulations and/or outfall sewer line projects with project value greater than R 5 000 000.00 of which at least one with project value greater than R 15 000 000 supported by acceptable reference reports.	40

b) KEY PERSONNEL (30 points)

For each key personnel, **Schedule 1.2** must be fully completed and a shortened CV for each key personnel member must be submitted with an organogram of the project team (**attach to Schedule 2.6**).

Each CV should be structured under the following headings:

1. Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith)
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Outline of recent and current assignments / experience that have a bearing on the required service and extend of involvement to this project.
4. Contactable references, full name, surname, and title.

NB: Please note, upon successful appointment the Contractor shall ensure that the Project Manager, Construction Manager and Construction Health & Safety Officer employed on the project is the same or similar in terms of points scored than the individual which CV was submitted at tender stage.

The scoring of the Tenderer's Key Personnel will be as follows: Max Score = 30

	Project Manager	Construction Manager	Construction Health & Safety Officer (CHSO)	Score
	Accredited Tertiary qualification with at least 2 years project specific experience or completed at least one (1) similar project, in this capacity. Weighting 3 points	Accredited Tertiary qualifications with at least 2 years of project specific experience or completed at least one (1) similar project, in this capacity Weighting 3 points	Accredited Qualification or extensive experience (7 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO SACPCMP Weighting 6 points	12
	Accredited Tertiary qualifications with 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity. Weighting 7 points.	Accredited Tertiary qualifications with 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity. Weighting 7 points	Accredited Qualification or extensive experience (7 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO SACPCMP Weighting 6 points	20

	<p>Accredited Tertiary qualifications with more than 7 years project specific experience and/or completed more than 5 similar projects in this capacity.</p> <p>Weighting 12 points</p>	<p>Accredited Tertiary qualifications with more than 7 years of project specific experience and/or completed more than 5 similar projects in this capacity</p> <p>Weighting 12 points</p>	<p>Accredited Qualification or extensive experience (7 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO SACPCMP</p> <p>Weighting 6 points</p>	<p>30</p>
<p>Minimum Requirements:</p> <p><u>Project Manager</u></p> <ul style="list-style-type: none"> • Tertiary education (NQF 6 or higher) in Civil Engineering, Construction management, Quantity surveying or accredited Build Environment Project Management • At least 2 years of project related project management experience and/or • Completed at least 1 sewer reticulation and/or outfall sewer line project in the capacity as the Project Manager <p><u>Construction Manager</u></p> <ul style="list-style-type: none"> • Tertiary education (NQF 6 or higher) in Civil Engineering, Construction management, Quantity surveying or other Build Environment Construction Management accredited qualification • At least 2 years of project related Construction Management experience and/or • Completed at least 1 sewer reticulation and/or outfall sewer line project in the capacity as the Construction Manager <p><u>Construction Health & Safety Officer (CHSO)</u></p> <ul style="list-style-type: none"> • Occupational/Construction Health and Safety qualification or • Construction Management qualification with additional construction Health and Safety training or • Qualification with small components of OHS with additional Health & Safety training or • Extensive work experience (7 years or more) in the field of Construction Health & Safety in terms of Section 19(4) of the Project and Construction Management Professions Act. • At least 2 years of Construction Health and Safety experience and/or • Completed at least 1 sewer reticulation and/or outfall sewer line project in the capacity as the CHSO • Registered as a CHSO SACPCM 				

c) PLANT AND EQUIPMENT

The Tenderer shall complete **Schedule 1.7**, for Plant and Equipment Owned and registered in the tenderers name to avail for this contract and **Schedule 2.8** for hired plant and equipment respectively. Proof of ownership (valid eNaTIS) or commitment letter with ownership registration (valid eNaTIS) from the tenderer or supplier of plant to be provided to claim maximum points.

	The scoring for Plant & Equipment shall be as follows:		
	Description	Owns	Hire
	2 x 10 cubes tipper trucks.	4	2
	1 x TLB (4X4)	4	2
	2 X Roller/Compactor walk behind/pedestrian)	2	1
	1 x Water Cart	2	1
	1 x 30-ton Excavator or heavier	4	2
	1 x 30-ton Excavator or heavier fitted with hydraulic hammer	4	4
	d) BANK RATING (20 points)		
	The Tenderer shall complete Schedule 1.4 in full and attach a Bank Classification (rating) to Schedule 2.9 from the bank as per criteria below. The bank rating should be for this tender specific, on an original bank letter with bank stamp based on the tender amount or any amount within the 6CE CIDB classification (R10.5 Million – R20 Million)		
	Rating/Classification	Description	Score
	"E" or lower Bank rating	High Risk – not to be recommended	0
	"D" Bank rating	Reasonable Business Risk	2.5
	"C" Bank rating	Good for the amount, strictly in accordance with business	5
	"B" Bank rating	Good for the amount mentioned	8
	"A" Bank rating	Indisputable for enquiries	10

Clarification of a Tender Offer

Add the following new sub-clause F.3.11.10:

Risk Analysis

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

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) reasonableness of time for practical completion (period longer than 400 working days shall be deemed as unreasonable)
- d) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, plant, equipment and other physical facilities, managerial capability, reliability, experience, reputation and personnel to perform the contract.

Acceptance of Tender Offer

Add the following to F.3.13:

The Employer reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting the lowest or only tender.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of a Tax Clearance Certificate with pin issued by SARS;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to pay municipal rates and taxes or service charges as applicable at the Tenderer's Head Office Municipality and such rates, taxes and charges are in arrears for more than three months;
- (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

Notice to unsuccessful Tenderers

Replace the heading above with:

Notice to successful and unsuccessful Tenderers

Replace sub-clause F.3.16.2 with the following:

The Employer shall, at the same time as notifying the successful Tenderer of the Bid Adjudication Committee's decision to award the tender to the successful Tenderer, also give written notice to the other Tenderers informing them that they have been unsuccessful.

F.3.17

Provide copies of the contract

Add the following to F.3.17:

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

F.4

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1

COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 of 1993)

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

The Contractor will not be allowed to start with any construction works until his Health and Safety Plan is approved by the Health and Safety Agent.

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C 1.4 of the Contract document) and a letter of good standing from the Compensation Commissioner, or a licensed Compensation Insurer, within 14 (fourteen) days after the Commencement Date of the Contract.

F.4.2

Eligibility with respect to Expanded Public Works Programme

This Contract qualifies for consideration as an Expanded Public Works Program project. The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region. Monthly project labour reports to be completed on approved EPWP forms.

F.4.3

Claims arising after submission of tender

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

- (a) Inspected the Contract Drawings and read and fully understood the Conditions of Contract;
- (b) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract;
- (c) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with the limitations or restrictions that may be imposed by the Municipality or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (d) Requested the Employer or his duly authorized agent to make clear the actual requirements

of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

(e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's supply Chain Management Policy.

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

F.4.4

Community Liaison Officer

It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C 1.5: Contract of Temporary Employment as community Liaison Officer.

F.4.5

Invalid tenders

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

- (a) If the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (Form C 1.1: Part C 1: Agreement and Contract Data);
- (b) If the tender is not completed in non-erasable black ink;
- (c) If the Form of Offer and Acceptance is signed, but the name of the Tenderer is not stated or is indecipherable.

F.4.6

Negotiations with preferred Tenderers

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

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

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

F.4.7

General Supply Chain Management Conditions applicable to tenders

In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - **identification number or company or other registration number; and**
 - **tax reference number and VAT registration number, if any;**
 - Certificate of attendance at a compulsory site inspection, where applicable
- b) has indicated whether:

- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
- whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, Tenderers shall complete Schedule 2, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.8

Combating abuse of the Supply Chain Management Policy

In terms of the Its Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- 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;
- failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- been convicted of fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, Tenderers shall complete Schedules 3 as well as 5, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

F.4.10

Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

F.4.11

Price Variations

The tendered Fixed Price shall **not** be subject to contract price adjustment in accordance

with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.12

Contract documents, or parts thereof, in electronic format

The Employer shall formally issue tender documents in electronic format only. Only hard copies will be accepted as contemplated in F.2.13.

- (a) the Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause.
- (b) any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F. 2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (c) In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.13

Minimum Wages

The Tenderer is drawn to the fact that minimum wages must be paid in terms of the relevant legislation.

F.4.14

Sub-Contracting

- (a) The Contractor shall not sub-contract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not sub-contract any part of the Contract without the prior written consent of the Employer, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any Sub-Contractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the Sub-Contractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a Sub-Contractor in accordance with paragraph (c) shall not imply a contract between the Employer and the Sub-Contractor, or a responsibility or liability on the part of the Employer to the Sub-Contractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any Sub-Contractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) The provision of labour, or
 - (ii) The purchase of materials which are in accordance with the Contract, or
 - (iii) The purchase or hire of Construction Equipment.

**ANNEX G**

Alpha-numerics associated with the Contract Grading Designations

CONTRACTOR GRADING DESIGNATION	TENDER VALUE RANGE DESIGNATION	MAXIMUM VALUE OF CONTRACT THAT A CONTRACTOR IS CONSIDERED CAPABLE OF PERFORMING (R)
1 - (Class of Construction works)	1	500 000
2 - (Class of Construction works)	2	1 000 000
3 - (Class of Construction works)	3	3 000 000
4 - (Class of Construction works)	4	6 000 000
5 - (Class of Construction works)	5	10 500 000
6 - (Class of Construction works)	6	20 000 000
7 - (Class of Construction works)	7	60 000 000
8 - (Class of Construction works)	8	200 000 000
9 - (Class of Construction works)	9	No Limit

DESCRIPTION	DESIGNATION	DEFINITION	WORKS TYPES	EXAMPLES
Civil Engineering Works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, Urban Development and Municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.

ABSTRACT FROM TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

GAMAGARA MUNICIPALITY**TENDER NOTICE NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK, PHASE 5****T2.1: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for tender evaluation purposes (included for completion)

- Schedule 1.1: Alterations by Tenderer
- Schedule 1.2: Key Personnel
- Schedule 1.3: Certificate of Authority for Joint Ventures
- Schedule 1.4: Specific details of tenderer
- Schedule 1.5: Proposed Sub-contractors
- Schedule 1.6: Previous experience of tenderer
- Schedule 1.7: Plant and Equipment owned by tenderer
- Schedule 1.8: Plant and Equipment to be hired
- Schedule 1.9: Record of Addenda to Tender Document
- Schedule 1.10: Compulsory Enterprise Questionnaire
- Schedule 1.11: Authority for Signatory
- Schedule 1.12: Procurement Points Claimed (**MBD 6.1**)

2. Other documents required for tender evaluation purposes (to be attached with submission)

- Schedule 2.1: Documents of Incorporation
- Schedule 2.2: Tax Clearance Certificate (SARS pin)
- Schedule 2.3: CIDB Grading
- Schedule 2.4: COIDA
- Schedule 2.5: Central Suppliers Database (CSD) Report
- Schedule 2.6: CV's of Key Personnel
- Schedule 2.7: B-BBEE Status level verification certificate
- Schedule 2.8: Municipal Account or Lease Agreement
- Schedule 2.9: Bank Classification (Rating)
- Schedule 2.10: Annual Financial Statements
- Schedule 2.11: Method Statement, Programme of Works and Cashflow Projection
- Schedule 2.12: Joint Venture Agreement

3. Returnable Schedules required for tender evaluation purposes that will also be incorporated into the contract (included for completion)

Schedule 3.1: Construction Regulations

Schedule 3.2: Declaration of Interest **(MBD 4)**

Schedule 3.3 Declaration of Bidder's Past Supply Chain Management Practices **(MBD 8)**

Schedule 3.4 Certificate of Independent Bid Determination **(MBD 9)**

4. Other documents required for tender evaluation purposes that will be also be incorporated into the contract (included for completion)

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bill of Quantities

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



T2.2: RETURNABLE SCHEDULES

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 1.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to offer any alternatives and/or alterations with economic or technical advantages to the Employer 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.

If no departure or modification is desired, the schedule hereunder is to be marked "NIL", and signed by the Tenderer.

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.2: KEY PERSONNEL****Table 1.2A - List of key Personnel**

DESCRIPTION/DESIGNATION	NAME & SURNAME	ID NUMBER	CV ATTACHED TO SCHEDULE 2.6
Project Manager			Compulsary
Construction Manager			Compulsary
Construction Health & Safety Officer			Compulsary
Surveyor			Compulsary

Table 1.2B – List of Support Personnel

DESCRIPTION	NUMBER /QUANTITY	PERMANENT (P) OR LOCAL (L)	CV TO BE ATTACHED TO SCHEDULE 2.6
Supervisors			Optional
Foremen			Optional
Pipe Layers/Plumbers			Optional
Clerks			N/A
Operators			N/A
Guards			N/A
Community Liaison Officer	1		N/A
Local Labourers			N/A
Other:			
Other:			
Other:			

NB – At least 30 members of the workforce need to be local (Gamagara Municipal Area) residents

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms ,
authorised signatory of the company, close corporation or partnership

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

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

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution **of** each partner to the Joint Venture shall be appended to Schedule 2.5.

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.4: SPECIFIC DETAILS OF TENDERER AND BANK PARTICULARS**

Tenderer:

Address:

.....

.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Cheque Account:

Cheque Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 1.5: PROPOSED SUB-CONTRACTORS

Tenderers shall state hereunder the name of any specialized Sub-Contractors they propose to appoint for the execution of certain sections of the Works:

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.6: PREVIOUS EXPERIENCE OF TENDERER (REFERENCE REPORT)**

Tenderers shall furnish hereunder brief details of similar works which they have satisfactorily constructed in the past 10 years. The information shall include a description of the Works, the Contract Value and the name, contact person and contact number of the Employer:

Acceptable documentation/proof to accompanying this reference report should include:

- *Engineer's Certificates/Completion Certificates indicating project values and/or*
- *Letter reference from organs of state certifying that project/s was successfully completed also indicating project values*

EMPLOYER, CONTACT PERSON & CONTACT NUMBER	BRIEF DESCRIPTION OF THE WORKS	VALUE	COMPLETION DATE
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.6: PREVIOUS EXPERIENCE OF TENDERER (REFERENCE REPORT) continues**

EMPLOYER, CONTACT PERSON & CONTACT NUMBER	BRIEF DESCRIPTION OF THE WORKS	VALUE	COMPLETION DATE
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date
			Commencement Date
			Completion Date

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.7: PLANT AND EQUIPMENT OWNED BY TENDERER**

Tenderers shall give details hereunder of plant and equipment which is owned and registered in the name of the tenderer to avail for this contract. Proof of ownership to be attached to this schedule. *

Please state the transport cost to get the specific equipment on site.

** The minimum plant required

DESCRIPTION AND CAPACITY	NO.	YEAR MODEL	RATE
Tipper trucks: ** <i>at least 2 with minimum capacity of 10 cubes</i>			
Specify model:			*
Specify model:			
TLB: ** <i>at least 2 of which at least 1 should be 4x4</i>			
Specify model:			
Specify model:			*
Roller/Compactor: ** <i>at least 2 walk behind/pedestrian</i>			
Specify model:			
Specify model:			*
Water Cart: ** <i>at least 1</i>			
Specify model:			*
Excavator: ** <i>at least 1; 30 tons or heavier</i>			
Specify model:			*
Excavator with Hydraulic Hammer (pecker): ** <i>at least 1, 30 tons or heavier</i>			
Specify model:			*
Other:			
Specify Model			
Specify Model			
Specify model:			

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.8: PLANT AND EQUIPMENT TO BE HIRED**

Tenderers shall give details hereunder of plant and equipment which will be hired for the execution of this contract. The plant/equipment to be available at any specific time for the duration of the contract.

* Please state the transport cost to get the specific equipment on site.

** The minimum plant required

DESCRIPTION AND CAPACITY	NO.	YEAR MODEL	RATE
Tipper trucks: ** at least 2 with minimum capacity of 10 cubes			
Specify model:			*
Specify model:			
TLB: ** at least 2 of which at least 1 should be 4x4			
Specify model:			
Specify model:			*
Roller/Compactor: ** at least 2 walk behind/pedestrian			
Specify model:			
Specify model:			*
Water Cart: ** at least 1			
Specify model:			*
Excavator: ** at least 1; 30 tons or heavier			
Specify model:			*
Excavator with Hydraulic Hammer (pecker): ** at least 1, 30 tons or heavier			
Specify model:			*
Other:			
Specify Model			
Specify Model			
Specify model:			

Signed Date

Name Position

Tenderer

Part T 2: Returnable Documents

T 2.2 Returnable Schedules

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 1.9: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer/Employer's agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Signed

Date

Name
.....

Position

Tenderer
.....

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.10: COMPULSARY ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****Section 7: Record of spouses, children and parents in the service of the state**

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

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

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

*insert separate page if necessary

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

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

Signed Date

Name Position

Tenderer

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 1.11: AUTHORITY FOR SIGNATORY**

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

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

A. Certificate for Company

I, , chairperson of the board of directors of , hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr/Ms..... acting in the capacity of , was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman :
2. Date :

B. Certificate of Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for the Contractand any contract resulting from it on our behalf.

This authorisation is evidence by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As witnesses:

1. Chairman :
2. Date :

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole.

**SCHEDULE 1.12: PROCUREMENT POINTS CLAIMED****MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
 - a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.

1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.

1.3.7 B-BBEE status level contributor certificate must be original or certified.

1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.

1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

1.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality	Number of Points for Locality
	80/20	90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.0	0.0

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
 - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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).

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****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:

80/20 or 90/10

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

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:

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

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 proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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:

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 2.1: DOCUMENTS OF INCORPORATION**

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 2.2: TAX CLEARANCE CERTIFICATE (SARS PIN)**

The tenderer must attach to this page a valid South African Revenue Services Tax Clearance Certificate with PIN in respect of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall provide Tax Clearance Certificate for each of the joint venture partners.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 2.3: CIDB GRADING**

The tenderer must attach to this page a CIDB grading certificate or CIDB application for registration of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach the documentation for each of the joint venture partners

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.4: COIDA

The tenderer must attach to this page proof from the Department of Labour indicating his good standing with regards to COIDA.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.5: CENTRAL SUPPLIER DATABASE (CSD) REPORT

The tenderer must attach to this page a full CSD report.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

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CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.6: CV'S OF KEY PERSONNEL

The tenderer must attach to this page the CV's of his key personnel to be employed on this project.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.7: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

The tenderer must attach to this page a certified copy of their valid B-BBEE status level verification certificate or an original sworn affidavit for qualifying enterprises.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.8: MUNICIPAL RATES ACCOUNT AND LEASING AGREEMENT

The tenderer must attach to this page a current municipal rates account or leasing agreement.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.9: BANK CLASSIFICATION/RATING

The Tenderer shall complete **Schedule 1.4** in full and attach hereto a Bank Classification (rating) as per criterion in accordance with Clause F.3.11.9 (d) Bank Rating

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 2.10: ANNUAL FINANCIAL STATEMENTS**

Tenderer should provide, where the tendered amount inclusive of VAT **exceeds R 10 000 000.00 (Ten Million Rand)**:

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

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.11: METHOD STATEMENT; PROGRAMME OF WORKS AND CASH FLOW PROJECTION

The Tenderer shall provide a Method Statement, Programme of Works and Projected Monthly Cash Flow according to the planned construction procedures.

NB: PLEASE ATTACH METHOD STATEMENT, PROGRAMME OF WORKS AND CASH FLOW TO THIS SCHEDULE

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

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CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 2.12: JOINT VENTURE AGREEMENT

The Tenderer shall provide/attached the joint venture agreement to this schedule, if applicable.

ATTACHMENT OF TENDERER

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



SCHEDULE 3.1: CONSTRUCTION REGULATIONS

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below

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

(Tick)

Yes	
No	

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

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

Part T 2: Returnable Documents

T 2.2 Returnable Schedules

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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

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

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

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

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

(Tick)

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

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

1. ID NO:

(Name in Print:)

2. ID NO:

(Name in Print:)

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****SCHEDULE 3.2: DECLARATION OF INTEREST****MBD4**

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

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

3.2. Identity Number:

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

.....

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:.....

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

3.8. Are you presently in the service of the state?

YES / NO

3.8.1. If yes, furnish particulars.

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

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

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

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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

3.9.1. If yes, furnish particulars.

Section 3.9.1: Record of service of the state

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

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

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

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

* Insert separate page if necessary

GAMAGARA MUNICIPALITY

TENDER NO. GM/2024/11

CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5



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

3.10.1. If yes, furnish particulars

.....

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

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

.....

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

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

.....

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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

3.13.1 If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

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

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

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

* Insert separate page if necessary

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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

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

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**
SCHEDULE 3.3: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 8

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**SCHEDULE 3.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9**

- 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5****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.

GAMAGARA MUNICIPALITY**TENDER NO. GM/2024/11****CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5**

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.

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

GAMAGARA MUNICIPALITY
CONTRACT NO. : GM/2024/11
CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Part 1)

C1.3 Contract Data (Part 2)

C1.4 Form of Guarantee



C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT NO.: GM/2024/11 – CONSTRUCTION OF DIBENG SEWER NETWORK PHASE 5

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

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

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

.....
(in words);

R (in figures)

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer.....

(Name and address of organization – stamp if available)

Signature

Name

Capacity

CIDB registration number

Date

Witness

Name

Signature

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representative(s) of both parties.

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

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

For the Employer.....

(Name and address of organization – stamp if available)

Signature

Name

Capacity

Date

Witness:

Name

Signature

Date

Schedule of Deviations

1 Subject

2 Subject

3 Subject

4 Subject

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

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

For the Tenderer

(Name and address of organization – stamp if available)

Signature

Name

Capacity

For the Employer

(Name and address of organization – stamp if available)

Signature

Name

Capacity



C1.2: CONTRACT DATA (Part1)

DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Variations, amendments and additions to the General Conditions of Contract (GCC) as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract for Construction Works, Third Edition, 2015, as published by the South African Institution of Civil engineering (SAICE), is applicable to this Contract and is obtainable from www.saice.org.za.

The Pro Formas bound with the General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the GCC for Construction Works, Third Edition, 2015, are applicable to this Contract:

Compulsory Data

	E-mail: gershan@civilsense.co.za
1.3.3	The language of the Contract and of written communication shall be English as determined by the Employer and the Employer's Agent at the onset of the Contract.
1.3.6	The Employer's Agent shall retain copyright and property rights on his documentation, etc.
3.2.3	<p>The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> 1. Nominating the Employer's Agent's Representative in terms of Clause 3.3.1. 2. Delegation of Employer's Agent's authority in terms of Clause 3.3.4. 3. Granting permission to work during non-working times in terms of Clause 5.8.1. 4. Suspend the progress of the works in terms of Clause 5.11. 5. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
4.1.2	<p>Amend the first three lines to read:</p> <p>"Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in and design, drawing or document and any loss or damage arising out of such error or deficiency."</p>
4.2	<p>Add the following new sub-clause:</p> <p>"4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p> <p>4.2.3.2 After compliance by the Employer's Agent with the provisions of Sub-Clause 5.4.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.</p> <p>4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Sub-Clause 5.4.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.</p> <p>The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."</p>
4.3	<p>Add the following new sub-clause:</p> <p>"4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is concluded in the Contract Document (C 1.4 of Contract Data) and shall be completed and submitted to the Employer, together with a letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within 14 (fourteen) days after the Commencement Date. The Contractor shall</p>

	ensure that any letter of Good Standing shall be timeously renewed in order that it remains in full force for the duration of the Contract".
4.4.4	Add the Employer's Agent to the consultation between the Employer and the Contractor.
4.9	Add the following new sub-clauses:
"4.9.2:	In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.
4.9.3	When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the Subcontractor."
5.3.1	<p>The Commencement Date will be the date that the site is handed over to the Contractor by the Employer's Agent/Employer.</p> <p>The Contractor shall commence executing the Works within 14 (fourteen) days from the Commencement Date.</p> <p>The documentation required before commencement with Works execution is:</p> <ol style="list-style-type: none"> 1) Approved Health and Safety Plan (Refer to Clause 4.3) 2) Initial programme (Refer to Clause 5.6) 3) Security or performance guarantee (Refer to Clause 6.2) 4) Insurance (Refer to Clause 8.6) 5) Occupational Health and Safety Agreement (C 1.4 of the Contract Document) 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	<p>The Works programme is to be delivered within <u>7 (seven) days</u> of the Commencement Date</p> <p>The time to deliver the Performance Guarantee; within <u>28 (twenty-eight) days</u> of Acceptance</p> <p>The liability for the guarantee shall be for <u>10 (ten) %</u> of the Contract Price</p> <p>The Works are to be commenced within <u>14 (fourteen) days</u> of the Commencement Date</p> <p>The other documentation required before commencement with Works execution is <u>28 (twenty eight) days</u></p>
5.3.3	Add the following clause after 5.3.3
5.3.4	<p>"5.3.4: The Contractor shall commence executing the Works within <u>14 (fourteen) days</u> from the Commencement Date.</p> <p>The Commencement Date will be the date when all of the following takes place:</p> <ol style="list-style-type: none"> 1) Site Handover to the Contractor 2) The Completion of the Form of Offer and Acceptance 3) The above will take place within <u>7 (seven) days</u> of the issue of the Letter of Acceptance".
5.4	Access to and possession of Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.
	<i>Add the following sub-clause:</i>

"5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for purposes of the Works."
5.8.1	<p>The non-working days are usually Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1) <i>Public holidays and the official Builder's Holiday (Year End Break).</i> 2) <i>The year-end break commencing on 16 December 2024 and ending on 10 January 2025.</i>
5.9.1	<p>Add the following paragraph:</p> <p>All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.</p>
5.11.4	<p>Add the following after Contractor, and before the Contractor: in the third line "or by reason of any Contractor executing construction work, which is not in accordance with the Contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons"</p>
5.12.2.2:	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in the Project Specifications for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted under the Project Specifications shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the time for completion or set against any over-provision that may have occurred in the abovementioned Schedule.</p> <p>It shall further be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> <p>See also C 3.3.3.5.10.</p>
5.13.1	<p>The penalty for failing to complete the Works is R 3 750-00 (Five Thousand Rand) per calendar day of delay.</p>
5.14.4	<p>Add the following at the end of this sub-clause:</p> <p>"However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information, as well as all "Record" information as required by the Employer's Agent."</p>
5.16.3	<p>The latent defect period is 10 (ten) years.</p>
6.2.1	<p>The security to be provided by the Contractor shall be a performance guarantee of 10 (ten) % of the Contract Sum. The performance guarantee shall contain the wording of the document included in C 1.3.</p>
6.2.2	<p>Delete Clause 6.2.2 in its entirety.</p>
6.2.3	<p>Delete Clause 6.2.3 in its entirety and replace with the following:</p>

	<p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued."</p>
6.3	<p>Add the following sub-clause:</p> <p>"6.3.3.1: The Fixed Price will be fixed as tendered, irrespective of the percentage variation."</p>
6.6	<p>In the second line of sub-clause 6.6.1.2, after the words "sum or sums" insert the words "excluding VAT."</p> <p>In the first line of sub-clause 6.6.1.2.1, after the words "sum or sums" insert the words "excluding VAT."</p> <p>In the second line of sub-clause 6.6.1.2.2, after the word "sum" insert the words "excluding VAT."</p> <p>In the fourth line of sub-clause 6.6.2, after the word "price" insert the words "excluding VAT."</p>
6.7.1	Refer to sub-clause 1.1.1.26 and C 3.3.6.13.
6.8.2	<p>Add the following to Clause 6.8.2:</p> <p>"The tendered Fixed Price shall not be subject to contract price adjustments in accordance with Clause 6.8 of the General Conditions of Contract.</p> <p>If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials."</p>
6.8.4	<p>Add the following to Clause 6.8.4:</p> <p>"Notwithstanding the above, in the event that a public holiday is proclaimed after 28 (twenty-eight) days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price."</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 (eighty) %. See also Clause C 3.3.5.7.
6.10.2	<p>Replace the second sentence (commencing "The valuation of such materials") with the following:</p> <p>"The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of</p> <p>any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer's Agent as payable to the Contractor in respect of each Payment Certificate, as provided for in sub-clause 6.10.1;"</p> <p>Add the following:</p> <p>"Payment to the Contractor for any materials on site shall only be authorised after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents."</p>
6.10.3	Interim payments to the Contractors shall be subject to retention by the Employer of an amount of 5 (five) % of the said amounts due to the Contractor. The limit of retention money is 5 (five) % of the Contract Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention is not permitted for the latent defects period.
6.10.4	Add the following to Clause 6.10.4:

	<p>"Furthermore, payment shall be subject to the Employer being in possession of an original valid Tax Clearance Certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original Tax Clearance Certificate to the Employer) should any current certificate expire during the contract period.</p> <p>Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work."</p>
6.11	<p>For the purpose of this Tender abovementioned Clause shall change so that 15 (fifteen) % reads</p> <p>100 (one hundred) %.</p> <p><i>Add the following to this sub-clause:</i></p> <p>"The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times."</p>
7.4.1	<p>Add the following to this sub-clause:</p> <p>"The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.</p> <p>Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.</p> <p>The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Employer's Agent.</p> <p>Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer's Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements."</p>
7.6.3.3	<p>Add the following new sub-clause:</p> <p>"To stop any Contractor from executing construction work, which is not in accordance with, the Contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing."</p>
8.4.1.1	<p>Delete and replace with the following:</p> <p>"... hereby indemnifies the Employer, the Employer's Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any Employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and"</p>

8.6	
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is R0-00 (Nil Rand).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R2 175 000-00 (Two Million One Hundred and Seventy Five Thousand Rand).
8.6.1.3	The limit of indemnity for liability insurance is R 15 000 000-00 (Fifteen Million Rand).
8.6.1.5	<p>In addition to the insurances required in terms of the General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4, the following insurance is also required:</p> <ul style="list-style-type: none"> a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an Insurance Broker's Warranty, worded precisely as given in Part C 1.6 "Insurance Broker's Warranty".
8.6.8	<p>Add the following new sub-clause 8.6.8:</p> <p>"Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of insurance."</p>
9.2.1	<p>Add the following new sub-clause 9.2.1.3.9, 9.2.1.3.10, 9.2.1.3.11 and 9.2.1.3.12:</p> <p>"9.2.1.3.9: The Contractor committed a corrupt or fraudulent act during the procurement process or execution of the contract."</p> <p>"9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement Process or in the execution of the contract that benefitted the Contractor."</p> <p>"9.2.1.3.11 The Contractor fails to provide the required Guarantee and insurances within the prescribed time."</p>

	<p>"9.2.1.3.12 Has failed to execute construction work in accordance with the Contractor's Health and Safety Plan or with a threat to the health and safety of persons within 14 (fourteen) days after receiving from the Employer's Agent written notice of the same."</p>
10.1.6	<p>Add the following sub-clause:</p> <p>"Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.</p> <p>The Contractor's entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps."</p>
	<p>ADDITIONAL CONDITIONS OF CONTRACT</p> <p>Add the following new clause after Clause 10:</p>
11	<p>Clause 11: Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent from the Employer's Agent.</p>



C1.3: CONTRACT DATA (Part2)

DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is:

Physical address:

.....

Postal address:

E-mail address:

Fax number:

Contact person:

Cell No.:

Clause 1.1.1.14:

The time for achieving Practical Completion is: Days from the Commencement Date.

In determining their Tender Period, Tenderers must take cognisance of Construction Regulations, 2014, Clause 3 (1), as applicable.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**C1.4: FORM OF GUARANTEE****PERFORMANCE GUARANTEE FROM AN APPROVED
FINANCIAL INSTITUTION**

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: GAMAGARA MUNICIPALITY

"Contractor" means:

"Engineer" means: Civil Sense Consulting

"Works" means: GM/2024/11 CONSTRUCTION OF DIBENG SEWER NETWORK, PHASE 5

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

"Contract Sum" means: The accepted amount exclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of Completion of the 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever comes first. The Engineer 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 surety ship;
 - 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 Engineer 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; or
 - 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 payments 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 calculated 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 or 5 shall be made within 7 (seven) 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 by 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 and 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 AT:

DATE:

GUARANTOR'S SIGNATORY (1):

CAPACITY:

GUARANTOR'S SIGNATORY (2):

CAPACITY:

WITNESS SIGNATORY (1):

WITNESS SIGNATORY (2):

GAMAGARA MUNICIPALITY
TENDER NO.: GM/2024/11
DIBENG SEWER NETWORK: PHASE 5



C2.1: PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work or Bill of Quantities, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardized specifications". The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28

days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items 7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.



ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 1: PRELIMINARY AND GENERAL						
	SABS 1200 A	PRELIMINARY AND GENERAL				
1,1	A	FIXED-CHARGE ITEMS				
1.1.1	A 8.3.1	Contractual Requirements	Sum	1		
	A 8.3.2	Establish Facilities on the Site:				
		Facilities for Engineer				
1.1.2	A 8.3.2.1a)	Site office, accomodation, office and survey equipment etc	Sum	1		
1.1.3	A 8.3.2.1c)	Name boards	No	2		
1.1.4	A 8.3.2.2	Facilities for Contractor				
1.1.5	A 8.3.2.2a-j	Item to include all costs related to the establishment of the contractor's & Engineer's site office, storage shed, workshop, accommodation and sanitary facilities.	Sum	1		
1.1.6	A 8.3.3	Other fixed-charge obligations	Sum	1		
1.1.7	A 8.3.4	Removal of Engineer and Contractor Site establishment	Sum	1		
1.1.8		dealing with water (sub clause 5.5)	Sum	1		
1,2	A	TIME-RELATED ITEMS				
1.2.1	A 8.4.1	Contractual Requirements	Sum	1		
1.2.2	A 8.4.2.2	Facilities for Contractor & Engineer for duration of construction, except where otherwise stated. All operational costs for the site office, accomodation, storage shed, workshop, telephone, data connection, etc sanitary and other facilities must be included in this rate.	Sum	1		
1.2.3	A 8.4.3	Supervision for duration of construction	Sum	1		
1.2.4	A 8.4.4	Company and head office overhead costs for duration of the construct	Sum	1		
1.2.5	A 8.4.5	Other time-related obligations (specify)	Sum	1		
	PS A 8.4.6	Standing time cost for the following per working day				
1.2.6		Plant	Sum/day	1		
1.2.7		Labour	Sum/day	1		
1.2.8		Other (specify)	Sum/day	1		
1,3	A	SUMS STATED PROVISIONALLY BY ENGINEER				
	<i>Community requirements</i>					
1.3.1		CLO remuneration	Prov Sum	1	114 240,00	R 114 240,00
1.3.2		Overheads, charges and profit on above	%			
	ENGINEERS REQUIREMENTS					
1.3.3	A 8.5.b.2	Surveying and replacement of boundary pegs and "as built" information at end of construction	Prov Sum	1	50 400,00	R 50 400,00
1.3.4		Overheads, charges and profit on above	%			
1,4	A	TEMPORARY WORKS				
1.4.1		daywork (provisional)	Prov. Sum	1	280 000,00	R 280 000,00
1.4.2	A 8.8.4	Expose of and protection of unknown existing services encountered during the contract.	No	50		
1,5	A	OCCUPATIONAL HEALTH AND SAFETY MEASURES				
1.5.1	PS A 8.9.1	Cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act. Compliance with Occupational Health and Safety act (Act 85 of 1993) and its regulations and Employers Health and Safety Specification	Sum	1		
1.5.2	PS A 8.9.2	Compilation and maintenance of a Health & Safety Plan, including Risk assessments, Safe Work Procedures and Method Statements	Sum	1		
1.5.3	PS A 8.9.3	Compilation and maintenance of a Health & Safety File	Sum	1		
TOTAL FOR SECTION 1 (CARRIED FORWARD TO SUMMARY)						



ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 2: SITE CLEARANCE AND EARTHWORKS						
	SABS 1200 C, D	SITE CLEARANCE AND EARTHWORKS				
2,1	C	SITE CLEARANCE				
2.1.1	C 8.2.1	Clear street reserves and other areas, remove bushes and debris to the spoil site. (Unlimited Overhaul)	ha	2,2		
2.1.2	PS D 8.3.14	Barricading of all open trenches for water and sewer over night as prescribed by the engineer	m	6 000		
2,2	DB	SERVICES THAT INTERSECT A TRENCH				
2.2.1	DB 8.3.5a	All types and sizes of water pipe lines	No	10		
2.2.2		All sewer pipes	No	13		
2.2.3		LV Electrical cables	No	10		
2.2.4		HV Electrical cables	No	10		
2.2.5		Telkom cables	No	10		
2.2.6		Existing surfaced roads	No	10		
2.2.7		Fences	No	10		
2.2.8		Overhead LV and HV electrical cables	No	10		
2.2.9		Telkom and electricity poles	No	10		
2,3	DB	SERVICES THAT ADJOIN A TRENCH				
2.3.1	DB 8.3.5b	All types water pipe lines of any size	m	100		
2.3.2		All sewer pipes	m	200		
2.3.3		LV Electrical cables	m	10		
2.3.4		HV Electrical cables	m	10		
2.3.5		Telkom cables	m	10		
2.3.6		Fences	m	1 000		
2.3.7		Overhead LV and HV cables	m	500		
2.3.8		Telkom and electricity poles	m	500		
2,4	DB	FINISHING				
2.4.1	DB 8.3.6	Reinstating of pavemnt layerworks 450mm depths (compacted in 150mm layers) at road crossing and in damaged roadside with 5% soilcrete compact to 95% MOD AASHTO.	m3	120		
		Extra over items 2.4.1 for cement	t	8		
2.4.5		Reinstate paved surface with 80mm interlocking concrete (35 MPa) paving	m ²	270		
2.4.4		Replace kerbs or edge beams.	m	258		
2.4.6		Grading and compaction of gravelled streets for entire street width (on all road reserves)	ha	7		
TOTAL FOR SECTION 2 (CARRIED FORWARD TO SUMMARY)						



ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 3: EARTHWORKS : PIPE TRENCHES (SEWER)						
	SABS 1200 DB	EARTHWORKS : PIPE TRENCHES (SEWER)				
	DB	EXCAVATIONS				
	DB 8.3.2a	Excavation in all materials for trenches 800mm wide, backfill and compact, including disposal (unlimited freehaul) of surplus and/or unsuitable material, including shoring of trench excavations >1.5m where applicable.				
3.1.1		Up to 1.0m	m	136		
3.1.2		Over 1.0m and up to 2.0m	m	3 236		
3.1.3		Over 2.0m and up to 3.0m	m	1 227		
3.1.4		Over 3.0m and up to 4.0m	m	455		
3.1.5		Over 4.0m and up to 5.0m	m	486		
3.1.6		Over 5.0m and up to 6.3m	m	120		
3.1.7	DB 8.3.2a	Excavation of sewer yard connections for newly laid sewer lines in all materials, 710mm wide, backfill and compacted including shoring of trench excavations >1.5m where applicable.	m	4 761		
3.1.8	DB 8.3.2(b)	Extra over items 3.1.1 to 3.1.6 for hard rock excavation.	m ³	5 161		
3.1.9	DB 8.3.3.1	Make up deficiency in backfill material from borrow pit or commercial sources for sewer pipeline trenches (No additional payment for overhaul)	m ³	3 097		
	LB	SELECTED BEDDING AND BACKFILL				
3.2	LB	SEWER				
		Supply and lay the following bedding and blanket material and compact to specified MOD AASSTO:				
		Provision of bedding material from trench excavation:				
3.2.1		(a) 100mm selected granular bedding material	m3	306		Rate Only
3.2.2		(a) 300mm selected granular blanket material	m3	1 365		
		Provision of bedding material from commercial source:				
3.2.3		(a) 100mm selected granular bedding material	m3	461		
3.2.4		(a) 300mm selected granular blanket material	m3	2 049		
TOTAL FOR SECTION 3 (CARRIED FORWARD TO SUMMARY)						



ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 4: SEWER NETWORK						
	SABS 1200 LD	SEWER NETWORK				
4,1	LD	PIPE LAYING				
	LD 8.2.1	Supply, lay, test and bed the following sewer pipes complete with couplings				
4.1.1		250mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	435		
4.1.2		200mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	727		
4.1.3		160mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	4 488		
4.1.4		110mm diameter uPVC pipe with smooth inner and outer wall (400kPa) for house connections	m	4 761		
4,2	LD	MANHOLES				
	LD 8.2.3	Excavate, backfill, and construct precast manholes with heavy duty concrete lid and frame complete with benching according to drawing for the following depths:				
4.2.1		Depth of manhole : < 1.5m	No	35		
4.2.2		Depth of manhole : 1.5 - 2.5m	No	35		
4.2.3		Depth of manhole : 2.5 - 3.5m	No.	21		
4.2.4		Depth of manhole : 3.5 - 4.5m	No.	7		
4.2.5		Depth of manhole : 4.5 - 5.5m	No.	2		
4.2.6		Depth of manhole : 5.5 - 6.5m	No.	1		
4.2.6	LD 8.2.4	Extra over item : Supply and install extra uPVC pipework and fittings for drop manholes as per drawing 188NC21_SD01 including all labour costs	No.	41		
4,3	LD	ERF CONNECTIONS				
	LD 8.2.6	Supply, lay, test and bed the following fittings with couplings complete with a 3m x 110mm ø uPVC pipe (400kPa) extension per erf connection.				
4.3.1		250mm x 110 x 45° uPVC junctions	No	8		
4.3.2		200mm x 110 x 45° uPVC junctions	No	35		
4.3.3		160mm x 110 mm x 45° uPVC junctions	No	486		
4.3.4		110mm x 45° uPVC bends	No	529		
4.3.5		110mm x y-junction uPVC bends	No	529		
4.3.6		Repair Couplins (UK40)	No	30		RATE ONLY
4.3.7		End caps	No	529		
4.3.7	LD 8.2.9	Supply and installation of marker posts at sewer erf connections as per drawing 188NC21_SD01	No	529		
4,4		CONNECTION TO EXISTING MANHOLES				
4.4.1	LD 8.2.11	Excavate, backfill and connect new sewer network to the existing outfall line	No	11		
TOTAL FOR SECTION 4 (CARRIED FORWARD TO SUMMARY)						

GAMAGARA MUNICIPALITY
TENDER NO.: GM/2024/11
DIBENG SEWER NETWORK: PHASE 5



SUMMARY OF SCHEDULES

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	SITE CLEARANCE AND EARTHWORKS	
3	EARTHWORKS: PIPE TRENCHES (SEWER)	
4	SEWER NETWORK	
SUB TOTAL 1		
PLUS : 10% CONTINGENCIES (calculated on SUB TOTAL 1) *1		
SUB TOTAL 2		
PLUS : 15% VAT (calculated on SUB TOTAL 2)		
TOTAL (CARRIED OVER TO FORM OF OFFER & FRONT PAGE)		

Note *1 : This contract to be awarded including the allowance for Contingencies.

Contingencies may only be utilized upon approved variation orders.

.....
TENDERER'S SIGNATURE

.....
DATE

.....
ON BEHALF OF COMPANY

GAMAGARA MUNICIPALITY
TENDER NO.: GM/2024/11
DIBENG SEWER NETWORK: PHASE 5



C3: SCOPE OF WORK

PART 1

PS 1 GENERAL DESCRIPTION OF THE PROJECT

The project entails the construction of an internal water-borne sewer network with Erf connections to 529 stands in Dibeng.

A summary of the works to be executed are as follows:

1. The construction of sewer network consisting out of:
 - 435 meters of 250mm diameter 400kPa uPVC pipelines
 - 727 meters of 200mm diameter 400kPa uPVC pipelines
 - 4 488 meters of 160mm diameter 400kPa uPVC pipelines
2. Erf connections consist out of:
 - 110mm diameter (4 761m) 400kpa uPVC pipeline from new flush toilets to proposed 160, 200 and 250mm main sewer main lines within streets reserves.
3. The construction of 101 precast manholes not further than 80 meters apart and at all intersections and deflections of the pipeline with concrete benching and cover lids.
4. All the work will be executed and measured according to SABS (SANS) 1200.

In addition to the above, this contract will also comprise of the following:

- a) Site establishment.
- b) Complying with the OHS Act.
- c) Provision of a proper site office with site meeting facility.
- d) Accommodation of traffic for the duration of the project.
- e) Site clearance and leveling of area.
- f) Detection of existing services.
- g) Excavations for pipeline trenches and removal of unsuitable or surplus material to indicated spoil site.
- h) Bedding, blanket and backfilling for underground pipelines.
- i) Supply and installation of 250mm, 200mm and 160mm diameter 400kpa uPVC sewer pipes with 110mm diameter 400kpa Erf connections.
- j) Bedding, blanket and backfilling for underground pipelines.
- k) Fittings, junctions, bends and end-caps for above pipes as specified.
- l) Testing of sewer pipelines according to SANS standards.
- m) Cleaning and tidying up of site.

Please take notice that all transportation of personnel or labour shall be done by a licensed vehicle with seats and seat belts for all the occupants.

PS 2

DESCRIPTION OF SITE AND ACCESS

The site is situated within the inner municipal boundaries of Dibeng town. Access to the site will be via existing surfaced and/or gravel roads. The exact location of the site will be pointed out during the site clarification meeting.

PS 3

NATURE OF GROUND

Refer to Section C4. Soil conditions will be pointed out on the day of the site inspection, but it remains the contractor's responsibility to familiarize himself of the conditions.

PS 4

DRAWINGS

The drawings that form part of this contract document are the following:

Drawing No.	Description
--------------------	--------------------

188NC21_L00	Locality Plan
188NC21_S01_01	Main Sewer Layout
188NC21_SD 01	Standard Drawings and Erf Connections
188NC21_SL 01	Sewer Long Section 01

The above listed drawings are only for tender purposes. Final construction drawings will be issued to the successful contractor at commencement of the project. The above drawings are attached in Annexure D together with the standard drawings.

PS 5

CONSTRUCTION PROGRAMME

The Contractor must program his work in such a way that no construction is to be done during the Easter Weekend break as set out in the Contract Data.

The Contractor must complete a preliminary construction program attached to the tender document. The construction program must be revised within 21 days after the acceptance of his tender. Consultation between the appointed Contractor, the Engineer and the workforce will be required before finalizing the program.

PS 6

SITE FACILITIES AVAILABLE

PS 6.1

WATER SUPPLY

Water is available near the site, but the Contractor must make the necessary arrangements with Gamagara Municipality regarding the water supply connection. The water must be metered and paid for by the contractor.

PS 6.2

ELECTRICITY SUPPLY

The Contractor will have to make his own arrangements regarding electricity if needed.

PS 6.3

LOCATION OF CAMP AND DEPOTS

The contractor must arrange with Gamagara Municipality for an appropriate site that can be used for the Contractor's site office and camp.

PS 6.4

HEALTH & SAFETY

The contractor must make the necessary arrangements to comply with the Occupational Health and Safety Act. This includes all the registrations required and the appointment of a qualified safety officer on site.

PS 7 SITE FACILITIES REQUIRED**PS 7.1 ENGINEERS OFFICE**

A separate office for the Engineer will not be necessary.

PS 7.2 SANITATION AND FIRST AID

The Contractor shall provide and maintain adequate sanitation and first aid for his work force. These facilities shall comply with the requirements of the Local Authority and must be accessible from all points of construction.

PS 7.3 TELEPHONE

A site telephone will not be required by the engineer but the contractor must be available 24/7 on his cell phone for the duration of the contract. The time related tender rate for the contractor's telephone shall include for official calls made by/to the engineer.

PS 7.4 HOUSING FOR THE CONTRACTOR'S EMPLOYEES

The contractor shall make his own arrangements with regards to the housing of his employees since no housing is available. The transporting of the contractor's employees to the site is his own responsibility. No extension of time as a result of mismanagement of afore mentioned will be granted.

PS 8 FEATURES REQUIRING SPECIAL ATTENTION**PS 8.1 EXISTING SERVICES**

It may be possible to cross existing water, sewer, and electrical services during construction of possible pipeline routes. The Contractor must liaise with all services owners before any excavation begins, as the responsibility remains with the Contractor to detect and protect the existing services.

PS 8.2 BORROW PITS

No borrow pits

PS 8.3 SURVEY BEACONS

The Contractor will be held responsible for the cost of replacing, by a registered land surveyor, any boundary pegs or survey beacons which have been disturbed during his operations on site. Where the displacement of a peg is unavoidable, approval must be obtained from the Engineer stating that the disturbance is necessary. The contract will include a once off resurvey/replacement of all pegs on site.

PS 8.4 SITE CLEARING

The construction site shall be neatly finished off and left without any rubble. Payment will be withheld if the engineer or client is not satisfied with the site clearing at the end of the project.

PS 8.5 WATER FOR CONSTRUCTION PURPOSES

Water for construction purposes must be arranged with Gamagara Municipality.

OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

The Occupational Health and Safety Act (Act 85 of 1993) Construction Regulation 2014 shall apply. Refer to Government Gazette NO.40883, 2 June 2017. The Gazette is available online at www.gpwonline.co.za.

64 No. 40883

GOVERNMENT GAZETTE, 2 JUNE 2017

DEPARTMENT OF LABOUR

NO. 489

02 JUNE 2017

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

GUIDELINES

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

The cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act shall include but is not limited to:

- I. Remuneration of the Safety Officer
- II. Administration requirements
- III. Health and Safety Plan & File
- IV. Health & safety Training
- V. Signage and barricading
- VI. Fire fighting equipment and first aid box
- VII. Personal Protective Equipment
- VIII. Measures for public safety
- IX. Dust suppression
- X. Health and hygiene (sanitary bins, toilet paper, soap, hand wash facilities, etc.)
- XI. Potable water for drinking
- XII. Covid-19 compliance
 - Screening facilities
 - Hand and surface sanitizing and disinfection
 - Social distancing measures
 - Isolation/sick bay

EXCAVATIONS

The contractor must take note that due to the sandy soil in some parts of the area where construction will take place, the side walls of trenches and other excavations might collapse. No additional payment will be made for this widening of trenches and the contractor must allow for it in the normal excavation rates in the bill of quantities. The contractor must also allow for over breakage in rock excavations in the normal excavations rates.

“AS BUILT” DRAWINGS AND COMPLETION OF COMMISSIONING FORMS

The contractor shall keep full records of all deviations and amendments to the construction drawings handed over to him at the commencement of the project. The completion payment certificate will only be issued to the client when the engineer has received the said drawings. Commissioning forms of all mechanical and electrical work

must be ticked and completed during commissioning and submitted to the engineer for inclusion in the as built data.

PS 8.9 SITE INSTRUCTION BOOK

A site instruction book in triplicate format will be provided by the contractor free of charge.

PS 8.10 BLASTING ON SITE

Any blasting on site shall be conducted by a competent registered blaster. No blasting shall take place after 17:00 or over weekends.

PS 8.11 ACCESS FOR OTHER CONTRACTORS

Not applicable.

PS 8.12 NOTICE FOR SITE INSPECTIONS

Requests for site inspections shall be arranged with the engineer 48 hours in advance.

PS 8.13 COSTS FOR LABORATORY TESTS

The contractor shall make provision in his rates for all tests required to construct the required work with the prescribed specifications. It is the responsibility of the contractor to prove to the engineer by means of the necessary tests that the work constructed conforms to the required specifications.

PS 8.14 DAILY RECORDS

The contractor shall keep a daily record of all site activities including weather, personnel, plant and any other aspects deemed to be of value to contract.

PS 8.15 PAYMENT CERTIFICATES

Payment certificates will be prepared in accordance with Clause 6.1 of the General Conditions of Contract for Construction Works 2015 2nd edition.

PS 8.16 RECORDING OF RAIN DAYS

The contractor shall provide and erect a rain-gauge for the purpose of recording any rainy periods on site during the construction period. The contractor shall record all rain days which may affect the construction period in terms of Clause 5.12.2.2 of the General Conditions of Contract for Construction Works (2015).

Abnormal weather (rainfall and wet conditions) in terms of Clause 5.12.2.2 of the General Conditions of Contract for Construction Works (2015) shall be calculated according to the following formula :

$$V = (Nw - Nn) + (Rw - Rn)/X$$

where

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month of construction on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purpose of this contract the values, Nn, Rn, X and Y will be the following:

Rainfall Station : Kathu : [0356880 4]

Period : 1992 – 2005

Average Rainfall : 349,1

Average No of Days with Rainfall exceeding 10 mm : 7,9 days / year

MONTH	Nn	Rn
January	1,3	61,6
February	1,4	45,8
March	1,4	45,6
April	0,9	35,1
May	0,3	18,3
June	0,1	2,9
July	0,1	2,0
August	0,3	5,3
September	0,5	8,9
October	0,7	39,5
November	0,5	37,6
December	0,4	45,5
TOTAL	7,9	349,1

X = 20

Y = 10

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage which may cause further or simultaneous delays into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work

PS 9 LABOUR

PS 9.1 CONTRACTS WITH LABOURERS

The contractor will enter into employment contracts with all labourers to be employed during the construction period of this project.

PS 9.2 WAGE RATES

For the purpose of this tender, tenders are to price unskilled local labour at a minimum rate of R27.50/hour based on an 8 hour working day or as prescribe by their regulatory bodies (e.g. Bargaining Council, Department of Labour) whichever is the higher.

PS 9.3

COMMUNITY LIAISON OFFICER (CLO)

A project liaison officer (CLO) will be appointed on a full-time basis for the duration of the project in order to facilitate, *inter alia*, the smooth proceeding of the employment of local labour. The CLO will be the link between contractor and labourers. The CLO will be identified by the Gamagara Municipality but will be paid out of the project. The wages for the CLO shall be R 6 500 per month (fixed) based on an average 9 hour working day.

PS 9.4

LABOUR INTENSIVE CONSTRUCTION ACTIVITIES

The following activities where applicable shall be carried out using Labour Intensive Construction (LIC) methods:

1. Preparation of bedding and blanket
2. Laying of all pipes with a diameter of less than 355mm
3. Mixing and placing of concrete for small concrete works (i.e. thrust blocks)
4. Building of manholes and benching
5. Finishing and cleaning of site
6. Other activities that by their nature are usually done by labour intensive construction methods.

The Contractor is encouraged to add activities to the above list but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Engineer alternative ways in which the work is to be executed. The Engineer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

PS 9.5

EMPLOYMENT OF LOCAL LABOUR

PS 9.5.1

QUANTUM OF KEY PERSONNEL

The Contractor must submit the description and numbers of his key-personnel that he will bring onto Site in Tender Schedule 1.2: "Key Personnel". Key personnel will include Surveyor/s, Foremen, Artisans, Clerks, skilled Supervisors and Operators.

PS 9.5.2

QUANTUM OF LABOUR EMPLOYED

The Contractor shall submit detailed daily labour records, weekly, to the Engineer indicating respectively the numbers of permanent and temporary local employees employed on the Works, and the activities on which they were engaged.

The number of labourers stated by the Contractor in the Schedule 1.2 shall be used by the CLO (if appointed), Engineer and Employer, in collaboration with the Contractor in the planning and programming of the Contractor's local labour requirements. A minimum of 30 local labourers shall be employed for a period of 70% of the construction period. The spend on local labour can be included in the 30% sub-contracting spend.

PS 9.5.3

PAYMENT AND PRODUCTIVITY

Payment to the local labour force shall be made on a fortnightly or monthly basis in respect of Tasks completed during that period. Formal up to date records must be kept of all payments made to subcontractors and labourers.

In order that the project is economically viable, and the employment of labour is not merely a "hand-out" to the local community, is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause PS 9.7), in terms of which the Contractor will be required to reward the labour force based on tasks completed.

PS 9.6

CONDITIONS OF TEMPORARY EMPLOYMENT

It is envisaged that there may not be sufficient experienced local subcontractors available to warrant tenders or quotations on the base of competitive labour rates. Equally it may prove confusing to the local labourers and therefore counterproductive for possible tenderers to bargain for lower labour rates. A rate agreed upon at tender stage, may no longer be accepted as valid by the time the Tender is awarded. For the purpose of this tender, tenders are to price unskilled local labour at a minimum rate of R27.50/hour based on an 8 hour working day or as prescribe by their regulatory bodies (e.g. Bargaining Council, Department of Labour) whichever is the higher.

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Engineers Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment:

- (1) The Contractor shall give to a temporary employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice.
- (2) The temporary employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the date of commencement, a record of training received and the date of termination of the contract.
- (3) Skilled labour eg. Brick layers and carpenters will be paid normal hourly rates as commonly used in the industry.
- (4) The Contractor must provide unemployment insurance for the local labourers.

PS 9.7

TASK WORK RELATED ACTIVITIES

A task shall be determined on the basis of what an average person from the local Community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions and other regulatory conditions as specified in Clause PS 9.6.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees.

The supply and control of hand tools and other equipment necessary to do the work, will be the responsibility of the Contractor.

	DESCRIPTION	UNIT	QUANTITY
1.	Excavation in : - Soft (sandy) material 0 to 1,0 m deep 0 to 1,5 m deep	m ³ m ³	3,0 2,2
2.	Backfilling : 0 to 1,5 m deep	m ³	6
3.	Brickwork to Manholes and similar (220 mm thick)	m ²	5

4.	Pipe laying, including bedding and blanket		
4.1	Sewer Pipes	m	48m/team of 8
4.2	Water Pipes	m	60m/team of 8
4.	Kerb laying	m	70m/day/team of 6
5.	Laying of Interlocking paving bricks	m ²	2000m ² /week / team of 10

The activity and production rates ranges given in the schedule above, must be used only as a guideline.

PS 9.8 TRAINING OF LOCAL LABOUR

PS 9.8.1 IN SERVICE TRAINING OF LOCAL LABOUR

Through the core of artisans, skilled and semi-skilled personnel are required to construct, supervise and adequately control the Contract; the Contractor shall provide the necessary in-service (on-the-job) training in basic construction skills.

PS 10 QUANTITIES

Some of the quantities in the Bill of Quantities are provisional and the Engineer retains the right to change any quantities before awarding the tender, if more accurate quantities become available. These revised quantities shall be entered into the Bill of Quantities and revised amounts calculated according to the original unit rates tendered by the Contractor.

PS 11 VALUE ADDED TAX

The Contractor must be registered as a vendor in terms of the Law on Value Added Tax of 1991 and must supply the Employer with a VAT invoice within 14 days of issuing of the payment certificate by the Engineer. The Employer shall have the right to withhold payment if a VAT invoice is not received from the Contractor.

PS 12 STANDARD SPECIFICATIONS

The following Standard Specification Section apply to this Contract:

SANS 1200 A	:	1986	General
SANS 1200 AB	:	1986	Engineer's Office
SANS 1200 C	:	1980	Site Clearance (Amended 1982)
SANS 1200 D	:	1988	Earthworks (Amended 1990)
SANS 1200 DB	:	1989	Earthworks (Pipe Trenches)
SANS 1200 DM	:	1981	Earthworks (Roads, Subgrade)
SANS 1200 GA	:	1982	Concrete (Small Works)
SANS 1200 L	:	1983	Medium pressure pipelines
SANS 1200 LB	:	1983	Bedding (Pipes)
SANS 1200 LD	:	1982	Sewers
SANS 1200 LF	:	1983	Erf Connections (Water)
SANS 1200 M	:	1996	Roads (General)
SANS 1200 ME	:	1981	Sub-base
SANS 1200 MF	:	1981	Base
SANS 1200 MH	:	1996	Asphalt Base and Surfacing
SANS 1200 MJ	:	1984	Segmented Paving
SANS 1200 MK	:	1983	Kerbing and Channelling
SANS 1200 MM	:	1984	Ancillary Roadworks

GAMAGARA MUNICIPALITY
CONTRACT NO. : GM 2024/11
CONSTRUCTION OF SEWER NETWORK FOR PHASE 4



**PART 2 : VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS
(SANS 1200 AS LISTED IN PS 12)**

PS A PRELIMINARY AND GENERAL (SANS 1200 A)

PS A 3 MATERIALS

PS A 3.1 QUALITY OF MATERIALS

All materials used in the Works shall bear the SABS Standardized mark.

PS A 4 PLANT

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PS A 4.1 CONTRACTORS CAMP

No living accommodation for the Contractor's employees will be allowed on site. The Contractor must make his own arrangement to house his staff and transport them to and from the site. No claims for additional costs in time will be accepted in this regard.

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.3 SCHEDULED FIXED CHARGE AND VALUE RELATED ITEMS

PS A 8.3.2 CONTRACTUAL REQUIREMENTS

For the purpose of this Contract, the Contractor shall supply one amount for providing sureties and insurance as described in the General Conditions of Contract and Special Conditions of Contract and as indicated in the Schedule of Quantities.

These costs must include the cost of preparation supply and maintenance for the period of the Contract and payment will be made on the first payment certificate after the respective requirements have been met.

PS A 8.4 SCHEDULED TIME-RELATED ITEMS

PS A 8.4.1 CONTRACTUAL REQUIREMENTS

PS A 8.4.2 OPERATION AND MAINTENANCE OF FACILITIES ON SITE, SUPERVISION AND OVERHEAD COST

The Contractor must allow in a lump sum for all time-related costs - related to his temporary camp, provision and maintenance of access roads, accommodation of personnel, provision of water and electricity and maintenance of name boards for the duration of the Contract.

The setting out of the Works, supervision and other overhead costs are covered by a separate item.

This amount will be paid on a monthly basis and will be calculated as a pro rata amount by dividing the monthly certificate amount by the total contract amount and multiplying it with the total amount provided for these items in the Schedule of Quantities.

PS A 8.4.6 STANDING TIME

This rate will only be applicable if the project came to a total standstill due to non-construction activities such as major riots. Minor occurrences of public/community interference shall not qualify for the claiming of these items.

PS A 8.5(a)1 COMMUNITY LIAISON OFFICER

An amount is allowed for a Community Liaison Officer (CLO), which must be appointed on the project by the Contractor. The name of this person will be identified by the Gamagara Municipality.

PS A 8.5(b)1.1 SURVEY COSTS

The cost for the staking and leveling off the streets will be included in the contract price and paid for under the contract. The final replacement of the erf boundary pegs will also be required at the end of the contract period.

PS A 8.5(b)3 ADDITIONAL MATERIALS TESTING

The costs for additional materials testing by a commercial laboratory as may be required for the exclusive use by the engineer. This will typically be required for control tests, additional borrow pits, etc.

PS A 8.5(c) PROFIT CHARGES

Overhead costs and profit charges on all provisional sums asked for by the engineer. These provisional sums shall be paid by the contractor and only claimable on submission of proof of costs by means of an invoice by the service supplier.

PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY

The costs claimable shall be to comply with the Occupational Health and Safety Act of 1993 and the Construction Regulations 2014. This will furthermore include all costs as per Contract Agreement Data: Safety Agreement on pages C1.5.1 to C1.5.7 of this document.

PS AB ENGINEER'S OFFICE (SANS 1200 AB)

AB 3 MATERIALS

PS AB 3.2 OFFICE BUILDINGS

The contractor's site office must have an adjacent carport for the exclusive use of the engineer during visits with minimum dimensions of 6m x 6m with a free draining floor. The roof must be built in such a way that a vehicle will always be shielded against the sun throughout the day. An approved shade net may be used for the sides to comply with above-mentioned requirement.

The contractor shall provide one board room with a table and chairs to accommodate at least 10 people for site meeting purposes.

AB 4 PLANT

PS AB 4.1 TELEPHONE

The Contractor's contract manager and site agent must have a cellular phone available as contact between him and the engineer. The site agent must always be available on his cellular phone except during long weekends and the Christmas break where special arrangements will be required.

AB 5 CONSTRUCTION

PS AB 5.5 SURVEY ASSISTANTS

Two semi-skilled labourers with relevant experience will be required to assist the engineer if required.

PS AB 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment (a certificate will be required) on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one automatic level plus tripod and level staff.
- b) one 5m and one 50m measuring tape
- c) Diverse surveyor's necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative. It must be maintained and kept in good working order for the duration of the contract.

AB 8 MEASUREMENT AND PAYMENT

AB 8.3 PAYMENT

PS AB 8.3.2.1 Telephone, Survey Assistants, Survey Equipment and Office Building

All payments for the telephone, survey assistants, survey equipment, office building and other requirements shall be covered by the rates tendered under this item.

PS C SITE CLEARANCE (SANS 1200 C)

PS C 5 CONSTRUCTION

PS C 5.2 CUTTING OF TREES

PS C 5.2.3 PRESERVATION OF TREES

PS C 5.2.3.2 Individual Trees

The Contractor shall pay a penalty of R5,000 for each Kameeldoring (Acacia Erioloba) tree damaged or removed by him without the written permission of the Engineer and permit issued to do so.

PS C 5.4 GRUBBING

Grubbing shall consist of the grubbing out of roots and stumps to a depth of at least 600 mm below cleared surface level.

PS C 8 MEASUREMENT AND PAYMENT

PS C 8.2 SCHEDULED ITEMS

PS C 8.2.1 CLEAR AND GRUB

The rate shall also include for compacting the backfilling to cavities formed by de-stumping to 93% MOD AASHTO. For payment purposes the area will be measured in m^2 or the number of trees removed.

The tendered rates will include the removal of all vegetation, structures, trees and fencing except if specifically provided for in the Schedule of Quantities. No additional payment will be made for structures and bigger trees and shrubs.

The Engineer retains the right to prescribe whether an area must be cleared or not and with the size of such areas shall be.

PS C 8.2.3 REMOVAL OF ACASIA, PRESOPIS AND OTHER LARGE TREES Unit: No

The removal of all Camelthorn (Acacia Erioloba) for which a permit is issued and other large trees with trunk girth more than 1.0m will be measured under this item. All trees and bushes with trunk girth less than 1.0m will be covered for under PS C 8.2.1 above.

PS C 8.2.5 TAKE DOWN EXISTING FENCES

The cost of taking down existing fences is considered part of clearing and grubbing except if specifically provided for in the Schedule of Quantities.

PS C 8.2.11 ERECTION OF NEW DEVILS FORK PALISADE FENCE

The rate tendered must be for the supply and erection of the Devils Fork fence complete with 100mm wide and 200mm deep concrete edge beam underneath where sewer pump stations are required.

PS D 3.1.2 CLASSES OF EXCAVATION

The excavation of materials shall be classified as follows:

- (a) Soft Excavation shall be excavations which are not classified as hard rock in (b) underneath. Intermediate excavation will be paid as soft excavation.
- (b) Hard rock is solid rock present in mass, banks or bands for which the use of explosives would be the normal practical method of excavation or boulders over 0,52 m³ in volume.

If the Contractor chooses to drill, through material other than rock to underlying rock before excavating the trench then the volume of rock, as defined above, will be measured after the excavations have been completed.

PS D 5 CONSTRUCTION

PS D 5.1.2.4 NEGLIGENCE

Where a service is damaged due to the Contractor's negligence, he shall bear the full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion by the Contractor to satisfaction of the relevant authority.

PS D 5.2.2.1 EXCAVATION FOR STRUCTURES

Should blasting be required to bring the foundations to levels indicated on the drawings or instructed by the Engineer, all loose rock shall be removed by barring wedging and the use of pneumatic tools.

PS D 5.2.3. PLACING AND COMPACTION

Placing and compaction shall be described in the Schedule of Quantities and/or indicated on the Drawings.

PS D 5.2.5 TRANSPORT FOR EARTHWORKS

The transport of all imported material shall be included in the rate for supply, placing and compaction, if required. All surplus excavated material shall be transported to a dumping site approved by the local authority.

The free haul distance for this contract is as follows:

- 1) Transport, dump and spread of any excess or unsuitable material to a site indicated by the Engineer: 2,0 km
- 2) Transport of material from borrow-pits of the Municipality as indicated: unlimited.
- 3) Transport of material from commercial sources: unlimited.

The dumping sites and borrow pits has to be confirmed with the local authority and the Contractor must provide for the above free haul distances in his tariffs.

PS D 8 MEASUREMENT**PS D 8.3.2 EXCAVATION**

In addition to the activities listed in these clauses, the rate for excavation shall also cover the cost for leveling out the areas where work is completed to allow local storm water drainage patterns to follow original routes.

PS D 8.3.5 WORK SPACE AROUND STRUCTURE

Allowance was made in the computation of quantities for 1m working space around vertical underground structures, which will be the size of the ground needs to be compacted under the footings.

Quantities will be measured net over footings. The Contractor should allow for working space in his rates for excavation more than those allowed above.

PS D 8.3.14 BARRICADING OF TRENCHES

Barricading of trenches will be measured along the centerline of the trench and both sides shall be included in this measurement. Barricading will be required for all trenches deeper than 1.5m at 45 degree slope on both sides. No more than 100m of open trenches will be allowed and the pipe laying process must follow immediately after trenches are excavated.

PS DB	EARTHWORKS (PIPE TRENCHES) (SANS 1200 DB)
PS DB 3	MATERIALS
PS DB 3.2	CLASSIFICATION OF EXCAVATION
	The classification of excavation for pipe trenches is the same as PS D 3.1.2 namely soft (inclusive of Intermediate) and rock.
PS DB 5	CONSTRUCTION
PS DB 5.1	PRECAUTIONS
PS DB 5.1.3	ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES
	The Contractor shall execute the work in such a manner to ensure that public roads, entrances, right of ways, sidewalks and footpaths and that the comfort of house-owners are affected to the minimum. Entrances to buildings and premises shall be arranged by the Contractor at his own expense.
	If it is necessary to close a street, the Contractor shall make necessary arrangements in advance with the Engineer and Municipality.
PS DB 5.1.4	EXISTING SERVICES
	See PSD 5.1.2.4
PS DB 5.2	MINIMUM BASE WIDTHS
	The specified trench width for uPVC pipelines up to 160 mm shall be 760 mm. Pipes with diameters above 160 mm shall have trench widths of the pipe diameter plus 600mm.
	Notice must be taken that all trenches shall be barricaded and shored. The side slopes of all trenches deeper than 1.5m must be slanted at 45 degrees in sand conditions and the additional excavations must be included in the tendered price.
	Should the Contractor excavate a trench to a width greater than the maximum specified and should the Engineer consider that, as a result of such increased trench width, there is a danger of the pipe being subjected to excessive backfill loads, the cost incurred to rectify the problem will be for the contractor's own account.
	The Contractor shall be required to provide such improved bedding condition required in relation to the maximum trench width specified to his own expense.
	Should the Contractor carry any excavation to a greater depth than specified, he shall at his own expense replace the excess material so removed with G6 material compacted to 90% MOD AASHTO density or as required by the Engineer.
PS DB 5.4	EXCAVATION
	The Contractor will excavate pipe trenches progressively and will not be permitted to pass over hard sections of the excavation to proceed with soft excavation at further points along the trench.
	At the discretion of the Engineer the requirements of this Clause may be relaxed as far as any road crossings are concerned.

PS DB 5.5

TRENCH BOTTOM

Trench bottoms shall be excavated 100 mm lower than the pipe bottom in all materials and where the trench bottoms are loosened during excavation, the loose material shall be removed by hand, replaced with approved material and compacted to 90% MOD AASHTO before constructing the bedding.

When the trench bottom is unsuitable due to waterlogged conditions, at the direction of the Engineer, the Contractor shall excavate for and lay a crushed stone mat of minimum thickness 100 mm, the stone having a maximum particle size of 13 mm.

The bottom of excavations for manholes and head walls in soft ground shall be thoroughly rammed to 90% MOD AASHTO and consolidated at the Contractor's expense, before any concrete is placed.

PS DB 5.6.2

BACKFILLING

Material from excavation shall only be used for main backfilling after approval by the Engineer. Any shortage in backfilling as a result of contaminated material shall be replaced with approved imported material from the quarries pointed out to the Contractor. The Contractor may, after approval by the Engineer, mix imported and excavated material for use as main backfilling.

PS DB 5.6.3

DISPOSAL OF EXCAVATION MATERIALS

Unsuitable and excess material shall be disposed of in areas indicated by the Engineer. Freehaul distance of 2,0 km shall apply if specified in the bill of quantities.

PS DB 5.6.5

DEFICIENCY OF BACKFILL MATERIAL

Where a deficiency of backfill material originates due to backfill material being contaminated due to instructions by the Engineer, the Contractor shall bring in approved material from the quarries indicated to him. Freehaul distance of 5,0 km shall apply if specified in the bill of quantities.

PS DB 5.6.6

COMPLETION OF BACKFILLING

Backfilling around the pipe shall not be allowed to fall more than 250 m behind the pipe laying gang in open country and 100 m through the residential sections.

After the pipes have been laid, no backfilling shall be approved by the Engineer. The Contractor may use his discretion as to whether to backfill around joints before the pipeline is tested and should he decide to backfill the joints, he shall be responsible for the locating of any leaks no extra payment shall be made for any re-excavation and subsequent reinstatement.

PS DB 5.9.3

REINSTATEMENT OF SURFACES

Where gravel roads are crossed, a sub-base layer of 150 mm compacted to 93% MOD AASHTO and a wearing course layer of 150 mm compacted to 95% MOD AASHTO, both of approved gravel material, shall be provided in the top of the trench.

PS DB 5.9.4

SURFACED ROADS

Where surfaced roads are crossed, the top 330 mm shall be repaired as follows:

0 - 30 mm approved Bitumen Premix (or 19mm Cape seal)

30 - 180 mm approved gravel base course layer compacted to 98% MOD AASHTO

180 - 330 mm approved gravel sub-base layer compacted to 95% MOD AASHTO, or
180 - 330 mm soilcrete to specifications set by engineer.

All kerbing shall be properly repaired and reinstated to their original condition.

PS DB 5.11 **SEGMENTED PAVING ROADS**

Where segmented paving roads are crossed, the sub-base layers must be repaired as for surfaced roads.

PS DB 8 **MEASUREMENT AND PAYMENT**

PS DB 8.1.4 **BASIC PRINCIPLES**

Transport cost of all material shall be included in other scheduled rates and no additional payment will be made for transport.

PS DB 8.3.2 **SCHEDULED ITEMS**

PS DB 8.3.2 **EXCAVATION**

Separate items are provided in the Schedule of Quantities for:

- (a) Excavate trenched for uPVC pipes in soft material for different trench depths and is measured per meter (m), according to specified trench widths. Please take notice of PS DB 5.2.
- (b) Extra-over item for excavation by hand at existing services and is measured per cubic meter (m^3).
- (c) Extra-over item for rock excavation and is measured per cubic meter (m^3).
- (d) Trimming of trench and is measured per meter (m) according to specified trench widths.
- (e) Backfill and compact trenches with excavated material and is included in the excavation rate for the trench and measured per meter (m) according to specified trench widths and included in the excavated rate.
- (f) Backfill and compact trenches with imported material and is measured per cubic meter (m^3).
- (g) Dispose surplus or unsuitable material from trench excavations and is measured per cubic meter (m^3).
- (h) Density tests on compacted backfilling or required by the Engineer and is measured per set of three tests each.

PS DB 8.3.6 **FINISHING**

(a) **GRAVEL ROADS**

The repair of gravel roads shall be measured per square meter (m^2) according to specified trench widths and the rate shall include additional costs of accommodation of traffic, excavation and compaction of layers in accordance with PSDB 3.1 and the repair of kerbs and storm-water channels.

(b) **SURFACED AND SEGMENTED PAVING ROADS**

The repair of roads shall be measured per square meter (m²) according to specified trench widths and small include additional costs of accommodation of traffic, excavation and compaction of layers in accordance with PSDB 3.2 and the repair of kerbs and storm-water channels.

PS DB 8.3.8 EXCAVATION: MANHOLES

The volume of excavation for which the Contractor will be paid, shall be calculated according to the actual outside dimensions of the structures and the Contractor shall allow in his rates for wider excavation as a result of the soil collapsing, backfilling and compaction to create the required working space.

PS DM EARTHWORKS ROADS SUB-GRADE (SANS 1200 DM)

PS DM 3 MATERIALS

DM 3 MATERIALS

PS DM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to DM 3.1:

All in situ pavement material shall be classified as soft material for excavation purposes.

DM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PS DM 3.2.3 Selected Layers

Substitute DM 3.2.3 with the following:

Materials used for selected layers shall comply with the requirements of standard specification 1200 M.

All imported material underlying the subbase or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers, all at the Contractor's expense.

DM 4 PLANT

PS DM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER

PS DM 4.2.1 Pneumatic-Tyred Roller

Pneumatic-tyred rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyred wheels of the same diameter. The mass of the roller shall be at least 10 tons. All wheels must bear the same mass.

The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one pass with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure shall be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

DM 5 CONSTRUCTION

DM 5.2 METHODS AND PROCEDURES

PS DM 5.2.2.3 b) Cut to spoil

Substitute DM 5.2.2.3(b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site and shall be shaped to establish a free draining surface.

DM 5.2.3 **Treatment of Road bed**

PS DM 5.2.3.3 **Treatment of road bed**

a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The road bed shall be scarified to a depth of 100 mm, watered, shaped and compacted to 93 % of MAASHTO density (100 % for sand), except where otherwise ordered by the Engineer. If roadbed is in rocky areas or exposed to rock excavations, a thin layer of imported material shall be levelled over the rocky areas and compacted by means of eight roller passes with a pneumatic tyred roller.

In clay areas only excavation and shaping to the correct level will be necessary.

Add the following subclause:

c) In situ preparation of road bed with eight roller passes

Any part of the road bed that lies within the selected layer and which, regardless of its density, is suitable according to the Engineers opinion, can be used in situ if so instructed by the Engineer.

If due to the nature of material, the degree of compaction cannot be controlled by means of in situ density tests, the Engineer may instruct compaction to be done by eight roller passes as specified in PS DM 4.2. The Engineer may further request that the compaction effort be altered by increasing or reducing the number of passes and that payment be amended accordingly.

The surface of the road bed shall be shaped true in respect of line and level within the tolerances as specified in clause 6. During the shaping of the road bed, all material that has to be removed and cannot be re-used, shall be disposed of and will be paid for under item PS DM 8.3.7. If necessary, additional material that has been approved by the Engineer shall be imported to meet the required levels.

No strict measurements in connection with soil moisture content will be applied by the Engineer during compaction. The Contractor must however convince the Engineer that all possible efforts have been made to utilise favourable soil moisture conditions. Compaction must be done during periods when the road bed is not to wet or to dry. The Engineer has full authority to decide whenever conditions are favourable for compaction, and may at any stage instruct the Contractor to water the road bed at the Contractors expense if he, in the Engineers opinion, neglected to satisfy the above-mentioned requirements.

DM 6 **TOLERANCES**

PS DM 6.5 **DIMENSIONS AND LEVEL CONTROL**

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimension and level control, prior to requesting the Engineer to carry out any routine inspections.

DM 7 **TESTING**

PS DM 7.2 **PROCESS CONTROL**

Amend table 1 of DM 7.2 as follows:

Substitute "2 000 m²" with "1 500 m²", "1 500 m²" with "1 200 m²" and "5 000 m²" with "3 000 m²".

DM 7.3 **ROUTINE INSPECTION AND TESTING**

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

DM 8 **MEASUREMENT AND PAYMENT**

DM 8.3 **SCHEDULED ITEMS**

PS DM 8.3.3 **Preparation of Road Bed**

Substitute DM 8.3.3(b)(1) and (2) with the following:

b) Preparation of in situ road bed in:

- 1) Intermediate material Unit : m³
- 2) Hard rock material Unit : m³

Add the following sub-clauses:

(c) In situ preparation of road bed with eight pneumatic roller passes... Unit : m²

The unit of measurement is in square metres of road bed which has been treated with eight roller passes.

The rate shall cover the costs of shaping, watering and compacting all as specified in PS DM 5.2.3.3(c). The removal, disposal, transport and replacing of materials will be paid under the appropriate items.

(d) Variations in compaction effort (pneumatic roller) Unit : m².pass

The unit of measurement is the surface on which the variation is applicable multiplied by the amount with which the compaction effort was reduced or increased as instructed by the Engineer.

If there is a change in compaction effort, as instructed by the Engineer, the Contractor will be paid as for the standard effort, except that the amount as calculated above will be subtracted or added in the appropriate item.

This rate shall include full compensation for supervision, labour, machines, construction equipment, fuel, material and additional costs necessary for the completion of the process.

PS DM 8.3.4 **Cut To Fill, Borrow To Fill** Unit : m³

Substitute "90 %" in DB 8.3.4 with "90 % (100 % for sand)" and "road prism" with "road prism and borrow pits".

Add the following:

Separate items will be scheduled for fill in the road prism, fill on spoil areas and fill on even (where a minimum density for such spoil material is required by the Engineer) and fill from the road prism, fill from the site and fill from commercial sources.

The rate for fill from commercial sources shall, in addition to the requirements of DM 8.3.4, cover the cost of the location of the source, complying with all the applicable precaution as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is to be used.

PS DM 8.3.5 **Selected Layer Compacted To 93 % Of MAASHTO Density** Unit : m³

Substitute "93 % of MAASHTO density" in the heading of DM 8.3.5 with "93 % (100 % for sand) of MAASHTO density".

Add the following to DM 8.3.5:

Separate items will be scheduled for lower and upper selected layers as well as for material from the site of works and from commercial sources. The rate for selected layers from commercial sources shall, in addition to the provisions of DM 8.3.5, allow for locating the source, complying with all the applicable precautions as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is going to be used. No payment shall be made for the removal and replacement of unsuitable imported material.

PS DM 8.3.7 **Cut To Spoil Or Stockpile From** Unit : m³

Add the following to DM 8.3.7:

Payment for temporary stockpiling shall be made under DM 8.3.11, only if so instructed in writing by the Engineer.

PS DM 8.3.12 **Overhaul** Unit : m³ or m³.km

Substitute DM 8.3.12 with the following:

The provisions of clause D 8.3.6 shall apply mutatis mutandis.

PS DM 8.3.17 **Trim, Shape And Compact Sidewalks** Unit : m²

The area to be trimmed is the unsurfaced area from the back side of the kerbs to the boundary of the road reserve, or such wider area necessitated by the road prism.

Measurement and payment for the above shall be restricted to areas ordered in writing by the Engineer.

The rate shall cover the cost of trimming and shaping the sidewalks to the lines, levels and dimensions as shown on the drawings, of acquiring additional material to compensate for any material lost due to weather or other reasons, and of the compaction of any loose or disturbed material to 90 % of MAASHTO density (100 % for sand).

PS DM 8.3.21 **Existing Services That Adjoin Excavation For Streets** Unit : m

The provision of items DB 8.3.5(a) and DB 8.3.5(b) shall apply mutatis mutandis.

PS DM 8.3.22 **Existing Services Intersecting Excavation For Streets** Unit : No

The quantity is the number of each service, as indicated in the schedule of quantities that intersect the excavation for streets.

Separate items will be provided for the depth increments as scheduled.

The rate for the crossing of services below the level of the road bed, measured to the top of the service, covers all additional costs in respect of excavation, irrespective of the method, the protection and ensuring of the continuous functioning thereof and the cost of all repair work and/or subsequent costs arising from damage to the service.

The rate for services that are not fully covered by the road bed shall, in addition to the above-mentioned requirements, cover all additional costs in respect of excavation and backfilling with material as required for the relevant pavement layer as well as for compacting to the specified minimum density of the relevant pavement layer.

Services with a depth of cover of more than 500 mm shall not be measured and paid for.

PS GA CONCRETE (SMALL WORKS) SANS 1200 GA

PS GA 3.2.1 CEMENT

Ordinary Portland Cement to SANS 50196-1 must be used.

PS GA 5.4.1.5 STRENGTH CONCRETE

25 Mpa Concrete with 19 mm coarse aggregate must be used except where otherwise specified. Concrete cubes for every day's production will be required and costs for these must be brought into account for the concrete rates supplied.

PS GA 5.4.8 CONCRETE SURFACES

The concrete surfaces shall be finished as shown on the drawings.

PS GA 6.4 PERMISSIBLE DEVIATION

The degree of accuracy II will be applicable.

PS L MEDIUM PRESSURE PIPELINES (SANS 1200 L)

PS L 3 MATERIALS

The material for all pipelines and fittings for this Contract, are described in the Schedule of Quantities.

PS L 3.8.3 FLANGES AND ACCESSORIES

All flanges will be drilled to SANS 112 Table 600/3 specification. All the pipe-work in the sewer manholes and pump stations shall be either uPVC or high grade stainless steel.

PS L 5 CONSTRUCTION

PS L 5.1.4 DEPTH AND COVER

The pipe cover shall be 1,0 m under roads and 0,8 m in road reserves except for erf connection which shall have a cover of 0,6 m.

PS L 7 TESTING

The testing of pipelines will not be allowed over a length of more than 1000 m.

PS L 8 MEASUREMENT AND PAYMENT

PS L 8.2.4 CUTTING OF PIPES

The final positions of valves and fittings will be determined on site, but no extra-over payment will be made for the cutting of pipes and extra couplings.

PS L 8.2.11 ANCHOR/THRUST BLOCKS AND PEDESTALS

The dimensions of anchor- and thrust blocks must be according to the drawings included in this document. All costs for the anchor and thrust blocks must be included in the tariffs of the valves and fittings and no separate payment will be made for this.

PS L 8.2.17 MARKER POSTS

Marker posts will be measured and paid for by number and the tariff must include all excavation, installation, paint and numbering of marker, concrete, reinforcement and formwork, as well as labour for the complete construction as per attached standard drawing.

PS LB BEDDING (PIPES) (SANS 1200 LB)

PS LB 3.4 SELECTION

PS LB 3.4.2 SUITABLE MATERIAL NOT AVAILABLE FROM EXCAVATION

If the material from excavation is not suitable for bedding, suitable material must be imported. The excavated sand material in Dibeng (excluding the topsoil) shall be tested and graded and if acceptable, may be used for the selected bedding, blanket and fill.

PS LB 5.3 PLACING AND COMPACTING

The bedding will be at least 100 mm under the pipe and will then be placed and compacted in layers of 100 mm up to 300 mm above the pipe.

PS LB 8.2 SCHEDULES ITEMS

The bedding will be measured per cubic metre and the tariff must include supply, place and compact. Separate items are provided for bedding and for selected fill blanket for material from excavations and for imported fill.

PS LD SEWERS (SANS 1200 LD)

LD 3 MATERIALS

PS LD 3.1 PIPES, FITTINGS, AND PIPE JOINTS

PS LD 3.1.5 uPVC PIPES

uPVC smooth walled pipes shall have a hoop stiffness of 400kPa for all gravity mains except for pipe diameters larger than 355mm.

PS LD 3.5 MANHOLES, CHAMBERS, ETC.

PS LD 3.5.2 PRECAST CONCRETE SECTION

Pre-cast concrete manholes with an inside diameter of at least 1 000mm shall be constructed for all manholes up to a depth of 6 metres.

PS LD 3.5.7 STEP IRONS

Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar. PVC steps shall also be considered but installation must be done strictly according to supplier specifications. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PS LD 3.5.8 MANHOLE COVERS AND FRAMES

All manhole covers, lid and frames must be precast concrete complying with the requirements of SANS 1294.

Covers inside the site boundary will be medium duty and all covers in street reserves will be heavy duty complying with SANS 558.

PS LD 3.6 MARKER POSTS

Marker posts, consisting of a 600 mm length of 110 mm dia uPVC sewer pipe filled with concrete, shall be planted directly above of the end cap at the connection point. The one end of the pipe must extend to 200 mm above the natural ground level and the bottom end of the marker post shall be connected to the end cap with a piece of wire.

LD 5 CONSTRUCTION

LD 5.6 MANHOLES, INSPECTION CHAMBERS, ETC

PS LD 5.6.1 GENERAL

Manholes shall be constructed as follows unless otherwise indicated.

1. Final cover levels of manholes in streets and paved areas shall be to the same level as the street or paved area.
2. On sidewalks, lawns and garden areas the cover level shall be 50 mm above the final ground level.
3. In mid-block sewers it shall be 100 mm above ground level.
4. In open areas 150 to 200 mm above natural ground level.

If a manhole is positioned at a low point or in a hollow where storm water infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer.

LD 5.9 CONNECTING SEWERS

PS LD 5.9.1 LOCATION AND DETAILS

Erf connections shall be installed at least one meter from and on the lowest end of the premise to be serviced.

All connecting sewers shall be laid at a minimum gradient of 1:60, except where otherwise ordered by the Engineer.

LD 7 TESTS

PS LD 7.1 GENERAL

All tests shall be repeated after the completion of backfilling of pipe trenches.

LD 8 MEASUREMENT AND PAYMENT

LD 8.2 SCHEDULED ITEMS

PS LD 8.2.3 MANHOLES..... **Unit : No**

Manhole depth shall be measured as the difference between the invert level and cover level of the manhole.

This cost includes the as-built survey for each manhole. The as-built survey data will include the actual WGS coordinates as well as the cover and inlet level for each manhole.

PS LD 8.2.6 ERF CONNECTIONS **Unit : No**

Erf connections will be measured and paid for according to the actual material installed.

This connection is measured from the connection on the main pipe to the end cap on the site as indicated on the drawings. Included in the rate must be the cost of crossing and reinstating of any fences.

PS LD 8.2.11 CONNECTION TO EXISTING SEWERS **Unit : No**

Items actually installed will be measured and paid for.

The tendered rate shall include full compensation for connecting the proposed pipe, any additional channelling and benching associated with the connection, cutting the pipe to suit the connection, supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the sewer and making the connection.

The excavation for pipelines, pipes, backfilling and manholes shall be measured separately.

PS M ROADS (GENERAL) (SANS 1200 M)

M3 MATERIAL

PS M 3.2 RESPONSIBILITY FOR LOCATION

Add the following to M3.2:

The subbase and base layers of all streets shall be constructed with material from designated commercial material suppliers. The Contractor is responsible to prove that the material delivered to site is according to specification and if the material in the paving layers does not comply with the minimum requirements it shall be removed and replaced with suitable material at the expense of the Contractor. All oversize material shall be less than 50% of the layer thickness in diameter and not more than 5% per volume. All final layers under the permanent wearing course shall not exceed 37.5mm in size or crushed with a single stage crusher to -37.5mm in size.

M 5 CONSTRUCTION

Add the following paragraph:

PS M 5.1 SELECTION

The Contractor shall deal selectively with material when existing streets are broken up in order that suitable material is not contaminated with unsuitable material. If suitable material is contaminated, the Contractor shall replace such contaminated material with suitable material, at his own expense.

M 6 TOLERANCES

PS M 6.3 FREQUENCY OF CHECKS

Add the following to M 6.3:

These checks shall be submitted to the Engineer for his approval.

M 7 TESTING

PS M 7.3 ROUTINE INSPECTION AND TESTING

Substitute M 7.3.3 with the following:

Statistical evaluation of test results shall not be applicable to this contract and all tests shall meet the specified minimum requirements for the specific material.

M 8 MEASUREMENT AND PAYMENT

Add the following to M 8.1:

The contractor shall include the costs of all laboratory testing to proof that constructed layers are within specifications in their tendered rate for the specific layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with specified minimum requirements for the material, shall be borne by the Contractor.

These costs shall be deducted from the Contractor's monthly payment certificates.

PS ME SUBBASE (SANS 1200 ME)

ME 3 MATERIALS

ME 3.2 PHYSICAL PROPERTIES

PS ME 3.2.1 Subbase Material

Substitute ME 3.2.1 with the following:

- a) Materials of G5/G6 quality for use in the unstabilised subbase shall comply with the requirements of SABS 1200 M 3.3.3. and the maximum aggregate size after compaction shall not exceed 63 mm.
- b) Materials of G5/G6 quality for use in the stabilised subbase shall comply with the requirements as specified in SABS 1200 M 3.3.3 and either be delivered to site as -37mm size or crushed with a single stage crusher to -37mm size.

PS ME 3.2.2 Gravel Shoulder and Gravel Wearing Coarse Material

Substitute ME 3.2.2 with the following:

The material used for gravel shoulders and/or gravel wearing course shall comply with the following requirements:

- i) Maximum aggregate size after compaction 37,5 mm
- ii) Oversize index (Io) nil
- iii) Shrinkage product (Sp) 100-240
- iv) Grading coefficient (Gc) 16-34
- v) Minimum CBR at 95 % of MAASHTO of density 25

Where:

Oversize index (Io) is the mass of the material larger than 37,5 mm, expressed as a percentage of the total mass of material;

Shrinkage product (Sp) is the product of the linear shrinkage and the percentage smaller than 0,425 mm (expressed as a percentage of the material smaller than 37,5 mm) of the material;

and

Grading coefficient (Gc) is the product of the percentage of material smaller than 26,5 mm but larger than 2,0 mm and the percentage smaller than 4,75 mm (expressed as a percentage of the material smaller than 37,5 mm) divided by 100.

ME 5 CONSTRUCTION

ME 5.4 PLACING AND COMPACTION

PS ME 5.4.1 Placing

Substitute "the project specification" in the second paragraph of ME 5.4.1 with "ME 6.1.4".

PS ME 5.4.5 Work In Restricted Areas

No additional payment shall be made for work in restricted areas and any relevant costs shall be deemed to be included in the tendered rates.

ME 5.7 TRANSPORT

PS ME 5.7.1 Free-haul

Substitute ME 5.7.1 with the following:

An unlimited free-haul distance shall apply to subbase material of no identification of any over haul is given by the engineer.

ME 7 TESTING

ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1 Process Control

Substitute "1 500 m²" with "1 200 m²" and "5 000 m²" with "3 000 m²" in Table 2 of ME 7.2.1.

PS ME 7.2.2 Routine Inspection And Testing

Substitute the second sentence of ME 7.2.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

ME 8 MEASUREMENT AND PAYMENT

PS ME 8.2 COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

Measurement and payment shall be to the exact dimensions as shown on the drawings. All laboratory tests to proof that the layer works is within specification shall be borne by the contractor and the costs are deemed to be included in the tendered rate for the item.

ME 8.3 SCHEDULED ITEMS

PS ME 8.3.8 Stabilising Agent

Add the following sub item to ME 8.3.8:

g) Ionic stabilising agent **Unit : l**

The rate shall also cover the cost of application and mixing in of the stabilising agent.

PS MF BASE (SANS 1200 MF)

MF 3 MATERIALS

MF 3.3 PHYSICAL AND CHEMICAL PROPERTIES

PS MF 3.3.1 Natural Gravel (Unstabilised or Stabilised)

Substitute the requirements of MF 3.3.1 for natural gravel with the following:

- 1) Natural gravel, of G4 quality which is placed in the base shall, after compaction, comply with the requirements of SABS 1200 M 3.3.3.
- 2) Natural gravel, of G5 quality which is placed in the base shall, after compaction, comply with the requirements of SABS 1200 M 3.3.3. but with no aggregate size larger than 37mm. If material does not comply with this grading it must be crushed with a single stage crusher to specifications.

PS MF 3.3.2 Graded Crushed Stone

Substitute the requirements of MF 3.3.2 with the following:

Graded crushed stone placed in the base shall, after compaction, comply with the requirements for type G2 as specified in 3.3.3 in SANS 1200 M.

PS MF 3.3.3 Graded Crushed Stone and Soil Fines

Substitute the requirements of MF 3.3.3 with the following:

Graded crushed stone that is admixed with soil fines, placed in the base shall comply with the requirements for type G2 or G3 as specified in 3.3.3 in SANS 1200 M.

MF 5.4 PLACING AND COMPACTION OF A BASE OTHER THAN A WATER BOUND MACADAM BASE

PS MF 5.4.6 Work In Restricted Areas

No additional payment shall be made for work in restricted areas and any relevant costs shall be deemed to be included in the tendered rates.

MF 5.9 TRANSPORT

PS MF 5.9.1 Free-haul

Substitute M 5.9.1 with the following:

An unlimited free-haul distance shall apply to base course material unless measured by the engineer.

MF 6 TOLERANCES

MF 6.1 DIMENSIONS, LEVELS, ETC

PS MF 6.1.2 Grade

Add the following to MF 6.1.2:

In addition to the above-mentioned requirements the surface shall be of such a grade that all surface water shall drain freely to the adjacent kerbs and/or channels, and all

subsequent costs to rectify the surface to comply hereto shall be borne by the Contractor.

MF 7 **TESTING**

PS MF 7.2 **PROCESS CONTROL**

Substitute "1 500 m²" with "1 200 m²", "1 500 m³" with "1 200 m³" and "5 000 m²" with "3 000 m²" in Table 3 of MF 7.2.

MF 7.3 **ROUTINE INSPECTION AND TESTING**

Substitute MF 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

MF 8 **MEASUREMENT AND PAYMENT**

PS MF 8.2 **COMPUTATION OF QUANTITIES**

Substitute MF 8.2 with the following:

PS ME 8.2 shall apply mutatis mutandis

PS MG BITUMINOUS SURFACE TREATMENT (SANS 1200 MG)

MG 1 SCOPE

Add the following to MG 1.1(a):

13,2 mm aggregate plus grit.

MG 3 MATERIALS

PS MG 3.3 BITUMINOUS BINDER FOR DOUBLE SURFACE TREATMENT

Delete "Double" in the heading of MG 3.3.

Delete "first and second coats of a double" in the first line of MG 3.3.1.

PS MG 3.4 BITUMINOUS BINDER FOR SLURRY SEAL

Substitute clause MG 3.4 with the following:

A 60 % anionic stable-mix type bitumen emulsion complying with the applicable requirements of SANS 309, shall be used as a bituminous binder for slurry seal.

PS MG 3.6 AGGREGATE

Grade 2 aggregate shall be used.

PS MG 3.7 SAND FOR SLURRY SEAL

Slurry sand shall comply with a medium graded fine mixture slurry

PS MG 3.10 AGGREGATE FOR BLINDING

Aggregate for the blinding of the primed surface, on instructions from the Engineer, shall be crushed aggregate of which 100 % by mass passes the 4,75 mm sieve and not more than 10 % by mass passes the 2,36 mm sieve and not more than 5 % by mass passes the 0,075 mm sieve. The aggregate shall be clean and hard and shall contain no dust, clay, loam or other deleterious material.

PS MG 3.12 MATERIAL FOR SEALING OF CRACKS

i) Primer

The primer shall be a MC 30 cutback-bitumen conforming to SANS 308 diluted with 10 % mineral turpentine.

ii) Emulsion

60 % Anionic stable-grade bitumen emulsion shall be used.

iii) Weed killer

The weed killer shall be Hyvar X or a similar non-selective weed killer.

MG 4 PLANT AND EQUIPMENT

PS MG 4.10 PLANT FOR SEALING OF CRACKS

Over and above the equipment normally used for surface treatments, the following additional equipment will be necessary for the sealing of cracks:

- 1) a vibratory roller having a mass approximately equal to that of a Bomag 905 or similar, with an adjustable amplitude and frequency of vibration;
- 2) a mobile pneumatic pump capable of producing at least 3 m³/min at 750 kPa for blowing out cracks;
- 3) special spraying equipment with 2 mm nozzle openings and provided with reserve nozzles.

MG 5 **CONSTRUCTION**

MG 5.1 **GENERAL REQUIREMENTS**

PS MG 5.1.1 **Preparation of Base**

Add the following to MG 5.1.1:

The application of the prime coat may only proceed after the written approval of the base by the Engineer and only if the moisture content of the upper 50 mm of the base is lower than 50 % of the optimum moisture content.

PS MG 5.1.5 **Weather Limitations**

Add the following to MG 5.1.5:

- e) if the moisture content of the upper 50 mm of the base is more than 50 % of the optimum moisture content.

PS MG 5.2 **PRIME-COAT**

Substitute MG 5.2(c) with the following:

- c) MC 30 cutback bitumen shall be applied;

Add the following to MG 5.2:

- d) where the bituminous surface is not edged with kerbs, the prime-coat on each side shall be 100 mm wider than the specified width of the completed bituminous seal;
- e) where the use of detours by the traffic is unpractical and if required in writing by the Engineer a prime-coat shall be applied and left to penetrate before the application of a blinding layer mineral aggregate at a rate of 0,0035 m³/m². The mineral aggregate should not be applied to soon, and where practically possible a period of two to four hours must expire before the application. All cakes of aggregate which may appear shall be removed before the bituminous surface treatment commences.

MG 5.5 **BITUMINOUS SURFACE TREATMENT WITH AGGREGATE AND SLURRY SEAL**

PS MG 5.5.4 **Second Application of Bituminous Binder, If Any**

Add the following to MG 5.5.4:

A second coat of bituminous binder shall be applied if ordered by the engineer.

PS MG 5.5.5 **Preparation of Surface for Slurry Seal**

Add the following after the first paragraph of MG 5.5.5:

Over and above the above-mentioned requirements, the slurry seal shall only be applied after a minimum period of four (4) days and a maximum period of four (4) weeks after the application of the second coat of bituminous binder.

PS MG 5.8 **Application of Slurry Seal**

Substitute the first sentence of MG 5.5.8.2 with the following:

The slurry shall be applied in one layer in the case of 13,2 mm stone and in two layers in the case of 19,0 mm stone. The first application of slurry shall in all instances be done by hand distribution and only the second layer may be applied by means of a spreader box.

MG 5.8 **BITUMEN SURFACE TREATMENT WITH SINGLE LAYER THICK SLURRY SEAL**

PS MG 5.8.1 **Slurry Seal**

The slurry seal shall consist of aggregate of the correct grading for the slurry, 60 % cationic stable-mix bitumen emulsion, cement and water mixed as follows:

Thickness of slurry seal	5 - 8 mm	8 - 12 mm	12 - 15 mm
Aggregate grading	Medium grading	Coarse grading	Extra coarse grading
Dry aggregate (parts per mass)	100	100	100
Cement (parts per mass)	1,5	1,5	1,5
60 % stable grade emulsion (parts per mass)	14	12,5	11
Water (parts per mass)	12	12	12

PS MG 5.8.2 **Mixing of Slurry Seal**

The provision of MG 5.5.7 shall apply mutatis mutandis.

PS MG 5.8.3 **Application of slurry seal**

Before application the surface shall be lightly sprinkled with water. Care shall be taken to avoid saturating the base and causing free water to appear on the surface.

The slurry shall be applied in one layer at a rate of application described below:

Grade of aggregate	Rate of application m ³ /m ²
Medium grading	0,007
Coarse grading	0,010
Extra coarse grading	0,013

The rate of application of the slurry shall be measured in cubic metre dry aggregate per square metre of slurry.

Should breaking of the emulsion, segregation of the mix or formation of lumps during the application of the slurry occur, the operations shall be discontinued at once and any defective material removed from the road.

Any spillage of slurry and all excess slurry shall be neatly removed and disposed of. Any damage to the slurry seal caused by rain or traffic before the slurry has cured, shall be rectified by the Contractor at his own expense.

PS MG 5.8.4 **Rolling**

Rolling shall be carried out after the slurry has set sufficiently. The roller wheels shall be kept wet to prevent the slurry from adhering to the wheels.

PS MG 5.8.5 **Correction for bulking**

The provisions of MG 5.5.9 shall apply mutatis mutandis.

MG 7 **TESTING**

PS MG 7.1 **INITIAL TESTING**

Add the following to MG 7.1:

The Contractor is solely responsible for the testing and all costs arising therefrom, to prove that the proposed aggregate complies with the requirements of SANS 1083. The cost of testing of approved materials to determine application rates shall not be borne by the Contractor.

MG 8 **MEASUREMENT AND PAYMENT**

MG 8.1 **RATES OF APPLICATION**

PS MG 8.1.2 **Prime Coat**

Substitute "0,7 ℓ/m²" in MG 8.1.2 with "0,8 ℓ/m²".

PS MG 8.1.5 **Bituminous Surface Treatment With Aggregate And Slurry Seal**

a) Amend Table 6 of MG 8.1.5 as follows:

1	2	3
NOMINAL SIZE OF AGGREGATE	NOMINAL RATE OF APPLICATION	
	NET BINDER (ℓ/m ²)	AGGREGATE (m ³ /m ²)
13,2	0,85	0,009
19,0	1,50	0,014

b) Substitute MG 8.1.5(b) with the following:

The second application of bituminous binder shall consist of a mixture of equal parts of 60 % cationic spray-grade emulsion and water applied at a rate of 0,33 litres net bitumen per m².

PS MG 8.1.6 **Single Coat Thick Slurry**

The rate of application shall be 0,010 m³/m.

MG 8.4 **SCHEDULED ITEMS**

PS MG 8.4.20 Extra Over Items 8.4.1, 8.4.3, 8.4.4, 8.4.5, 8.4.6, 8.4.8, 8.4.9, 8.4.10, 8.4.12, and 8.4.13, For The Provision Of Bitumen Complying with SANS 307
..... Unit : ℓ
(Type and grade to be specified)

The unit shall be the litre of bitumen used in the surfacing complying with the requirements of SANS 307. Compensation will only be paid when the local refinery - Cape Town is unable to supply bitumen to SANS 307 and it is ordered by the Engineer that bitumen be supplied from the alternative source.

The rate will be an extra over the items and must include all additional costs to construct the surfacing produced with bitumen which complies to the requirements of SANS 307.

MH 3.4 **BITUMINOUS BINDER**

PS MH 3.4.2 **Surfacing**

Substitute MH 3.4.2 with the following:

The bituminous binder shall consist of 60/70 penetration-grade bitumen complying with the requirements of SANS 307.

MH 3.5 **AGGREGATES**

PS MH 3.5.1 **General**

Add the following:

Single-sized crushed aggregates used for asphalt shall comply with the requirements for grade 2.

PS MH 3.5.5 **Sand Equivalent Value**

Substitute "30" with "35" in MH 3.5.5.

MH 5 **CONSTRUCTION**

PS MH 5.1 **GENERAL REQUIREMENTS**

PS MH 5.1.1 **Preparation Of Surface**

Add the following to MH 5.1.1:

The application of the prime coat may only proceed after the written approval of the base by the Engineer and only if the moisture content of the upper 50 mm of the base is lower than 50 % of the optimum moisture content.

PS MH 5.1.5 **Weather Limitations**

Add the following to MH 5.1.5:

d) if the moisture content of the upper 50 mm of the base is more than 50 % of the optimum moisture content.

PS MJ SEGMENTED PAVING (SANS 1200 MJ)

MJ 3 MATERIAL

MJ 3.1 UNITS

PS MJ 3.1.2 Class, Strength And Type

Add the following to MJ 3.1.2:

All paved streets shall be constructed with 60 mm thick Type S-A class 35MPa precast concrete blocks (interlocking type). A "grey" colour shall be used.

MJ 5 CONSTRUCTION

MJ 5.1 PREPARATION

PS MJ 5.1.2.3 Stabilised sub base

Add the following to MJ 5.1.2.3:

The sub base for all areas to be covered with interlocking paving bricks shall be stabilised.

PS MJ 5.7 JOINT FILLING

Joint filling shall be done with a 1:3 cement-sand mix.

MJ 6 TOLERANCES

PS MJ 6.2 PERMISSIBLE DEVIATIONS

Add the following to MJ 6.2:

The degree of accuracy shall be degree I.

MJ 8 MEASUREMENT AND PAYMENT

MJ 8.2 SCHEDULED ITEMS

PS MJ 8.2.2 Construction Of Paving Complete Unit : m³

Add the following to MJ 8.2.2:

The rate shall also cover the cost of the cement-sand mix as specified in PS MJ 5.7 as well as the 250 Micron DPI (plastic) sheeting.

PS MJ 8.2.6 Placement Of Pavers In Stead Of Painted Lines Unit : m

If required by the Engineer, parking bays and other painted markings on the parking area shall be indicated with tan-coloured paving blocks.

The rate shall cover the cost of all material, labour and equipment for the placing of such blocks.

PS MK KERBING AND CHANNELLING (SANS 1200 MK)

MK 3 MATERIALS

MK 3.2 PRECAST KERBING AND CHANNELLING

PS MK 3.2.3 Strength

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 25 MPa/19 mm concrete.

PS MK 3.9 BEDDING MATERIAL

Substitute MK 3.9 with the following:

The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 1:2:4 concrete mix with a 6,7 mm single size coarse aggregate.

MK 5 CONSTRUCTION

PS MK 5.1 EXCAVATION AND BEDDING

Substitute "90 %" in MK 5.1 with "93 % (100 % for sand)".

PS MK 5.2 PRECAST CONCRETE KERBING AND CHANNELLING

Substitute the first sentence of MK 5.2 with the following:

Precast concrete kerbing and channelling shall be laid and bedded on concrete bedding complying with the requirements of PS MK 3.9 and to the dimensions shown on the drawings.

PS MK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Substitute the first sentence of the second paragraph of MK 5.11 with the following:

Inlet and outlet structures shall be in accordance with the details shown on the drawings.

MK 8 MEASUREMENT AND PAYMENT

MK 8.2 SCHEDULED ITEMS

PS MK 8.2.14 Street Name And Transition Kerbs Unit : No

The provisions of MK 8.2.1(b) shall apply mutatis mutandis.

GAMAGARA MUNICIPALITY
TENDER NO.: GM/2024/11
DIBENG SEWER NETWORK: PHASE 5



C4: SITE INFORMATION

C4.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

C4.2 SUBSOIL INVESTIGATIONS

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.

GAMAGARA MUNICIPALITY
TENDER NO.: GM/2024/11
DIBENG SEWER NETWORK: PHASE 5



ANNEXURE A:
CIDB STANDARD CONDITIONS OF TENDER



CIDB Standard Conditions of Tender

(January 2009 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether Incorporated or not, or a public body f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. 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.

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Annexures

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conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies

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stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

F.2.13.8 Accept that the employer 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.

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the

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tender offer as tendered or accept the corrected total of prices.

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
 $TEV = N_{FO} + N_P$
where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
 $TEV = N_{FO} + N_Q$
where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the

highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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

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

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

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

where:

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 _a	Option 2 _a
1	Highest price or discount	$A = (1 + (P - P_m)) P_m$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)) P_m$	$A = P_m / P$

a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

where:

S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission;

and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other Annexures

A: CIBD Standard Conditions of Tender

tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

GAMAGARA MUNICIPALITY
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ANNEXURE B:
GOVERNMENT GAZETTE NO 47452
PREFERENTIAL PROCUREMENT REGULATIONS 2022

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

NATIONAL TREASURY

NO. 2721

4 November 2022

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
PREFERENTIAL PROCUREMENT REGULATIONS

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

SCHEDULE

PREFERENTIAL PROCUREMENT REGULATIONS, 2022

Contents

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

Definitions

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

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

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

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

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

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

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

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

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

Application

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

Identification of preference point system

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

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

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

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

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

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

¹ Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notices—

(a) R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999; and

(b) R. 571 of 15 June 2017 recognises, with effect from 17 June 2017, national and provincial government components listed in Schedule 3 to the Public Service Act, 1994 and municipal entity as defined in section 1 of the Local Government: Municipal Systems Act, 2000, as institutions to which the Act applies.

Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

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

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

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

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

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

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

(2) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.

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

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

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

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

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

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

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

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

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

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

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

(2) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.

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

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

Criteria for breaking deadlock in scoring

8.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

(2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Remedies

9.(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, it must—

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1)(b), the organ of state may, if it concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

Repeal of regulations

10.(1) Subject to this regulation, the Preferential Procurement Regulations, 2017 published in Government No. 40553 of 20 January 2017, are hereby repealed with effect from the date referred to in regulation 11.

(2) Any tender advertised before the date referred to in regulation 11 must be dealt with in terms of the Preferential Procurement Regulations, 2017.

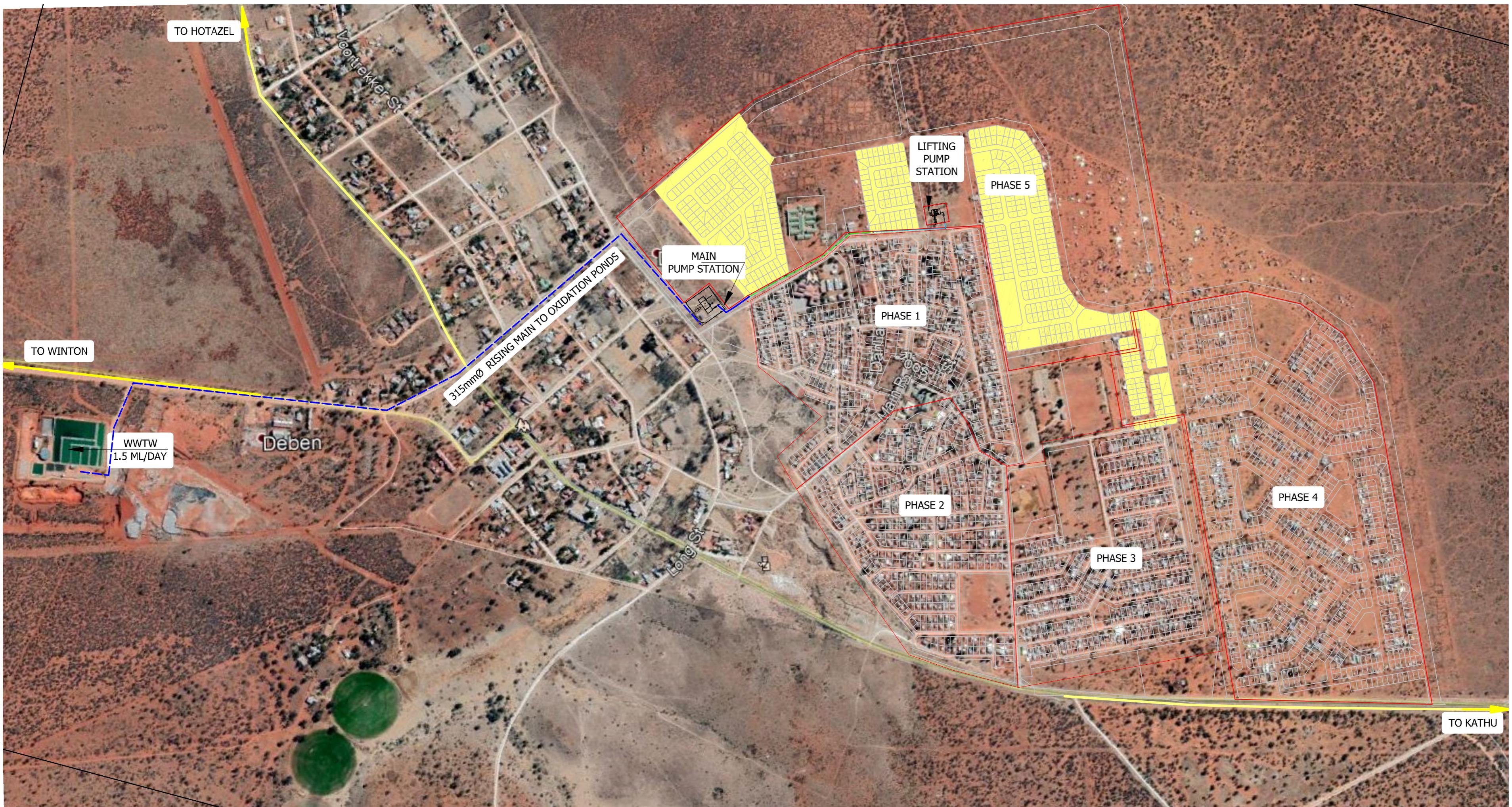
Short title and commencement

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

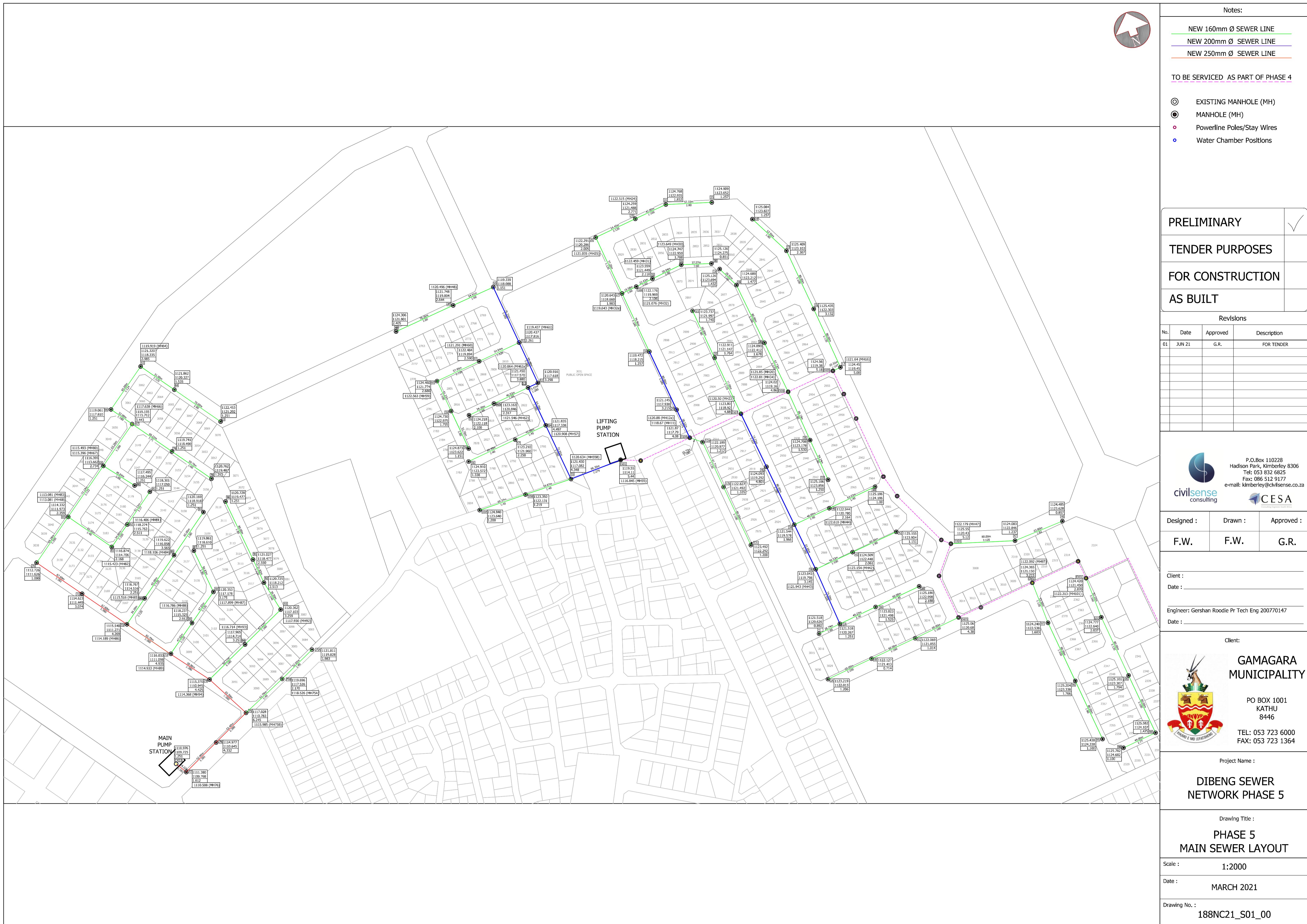
GAMAGARA MUNICIPALITY
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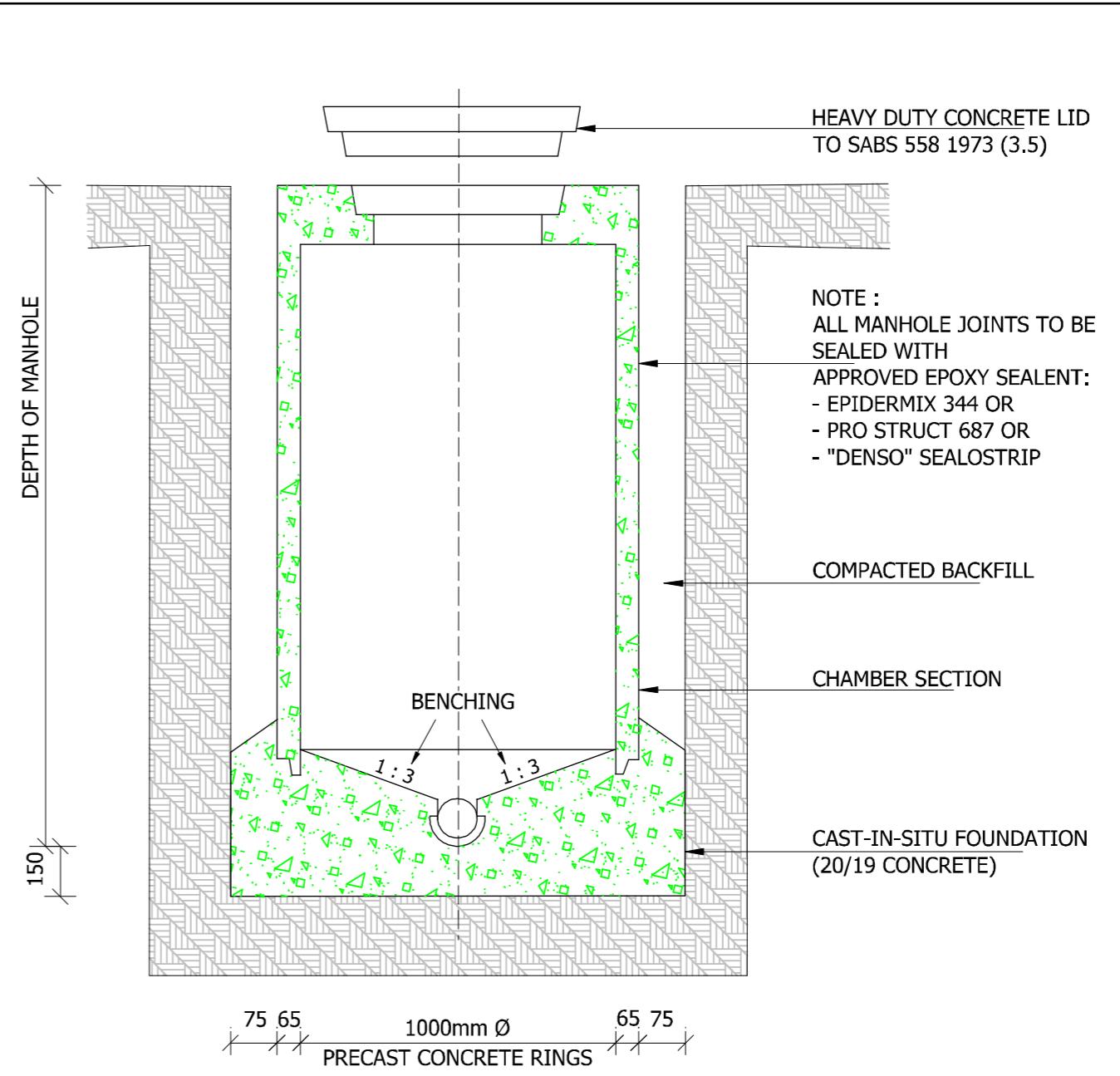
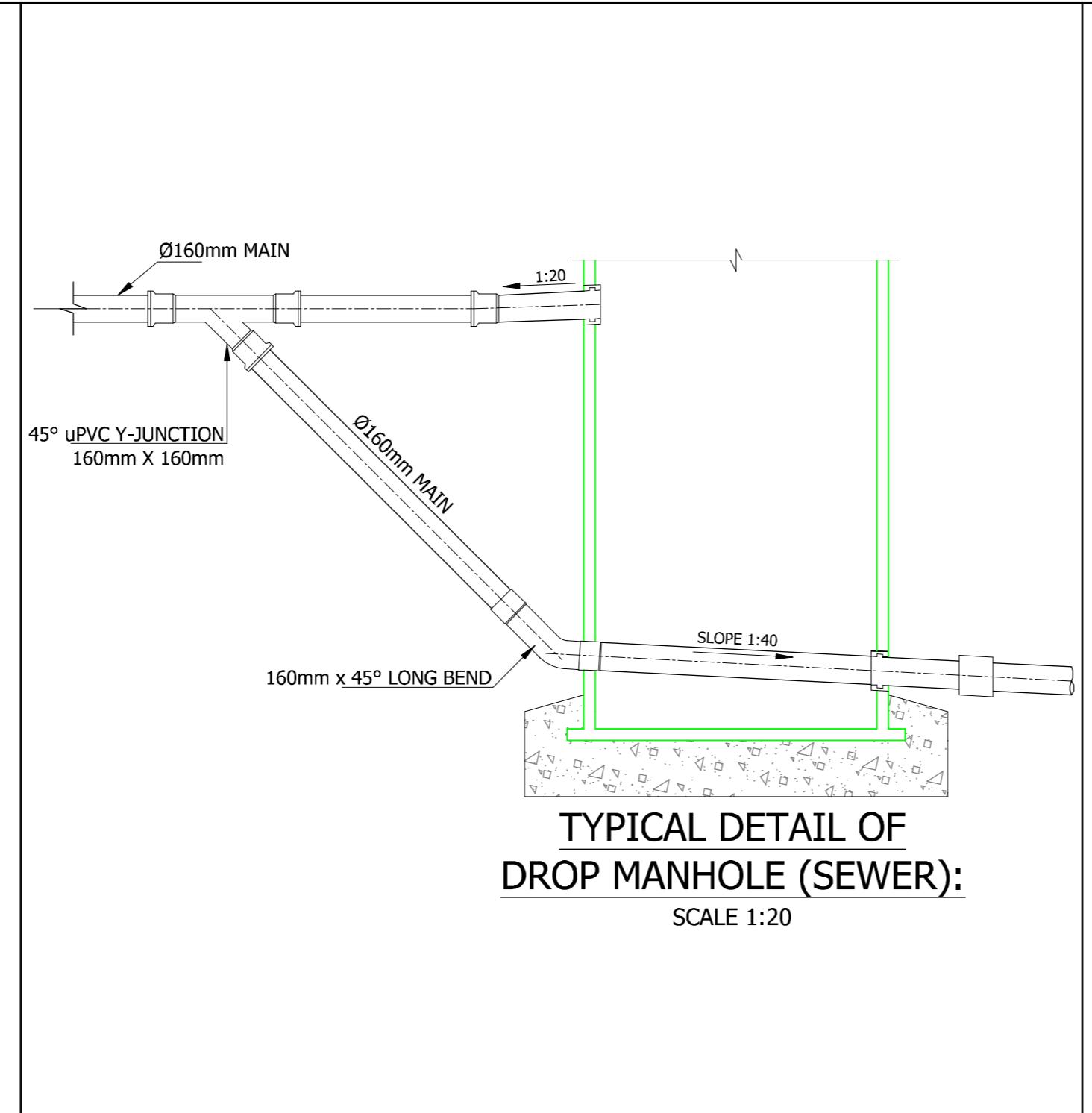
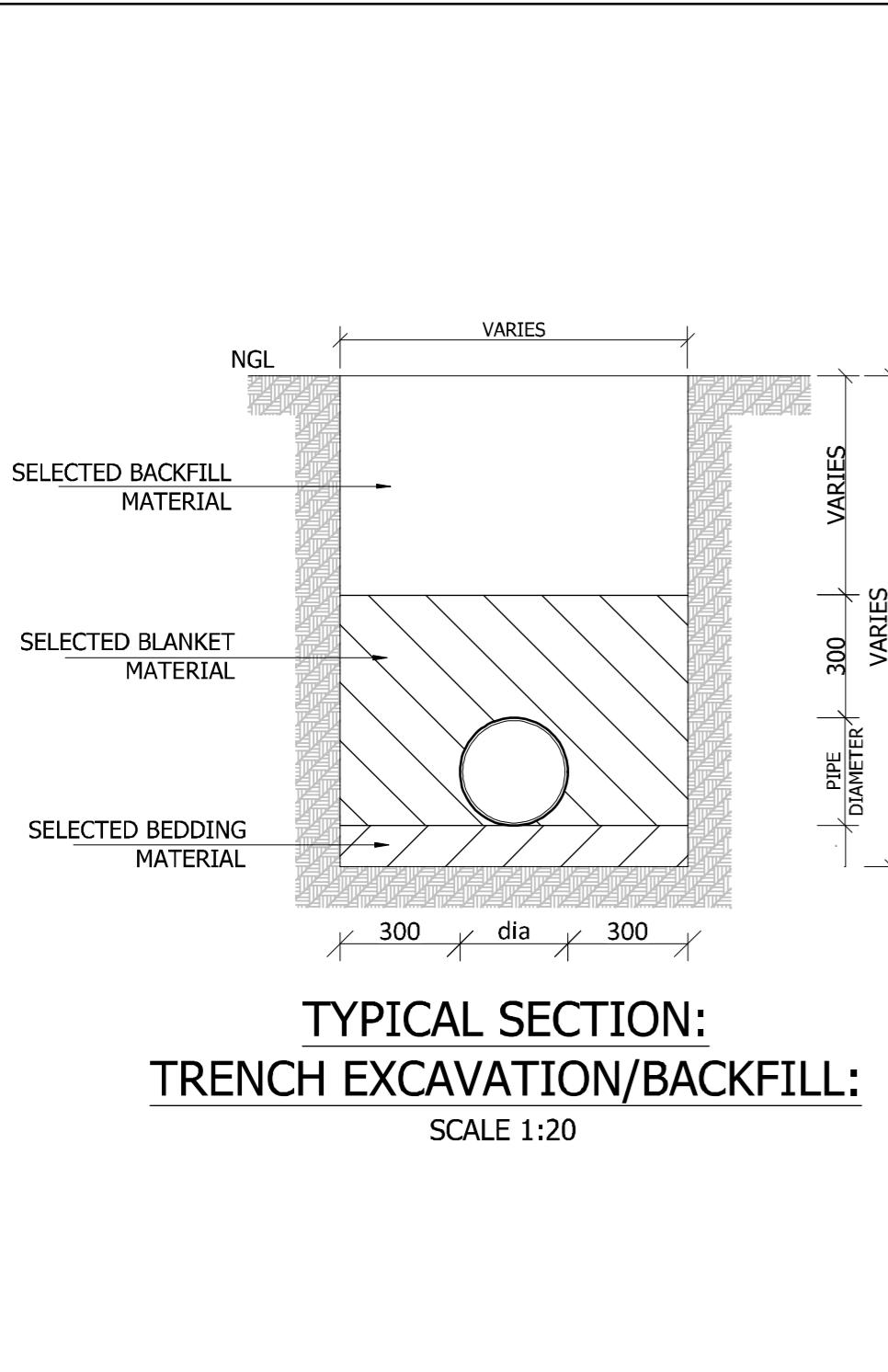


ANNEXURE C:
TENDER DRAWINGS



Notes:





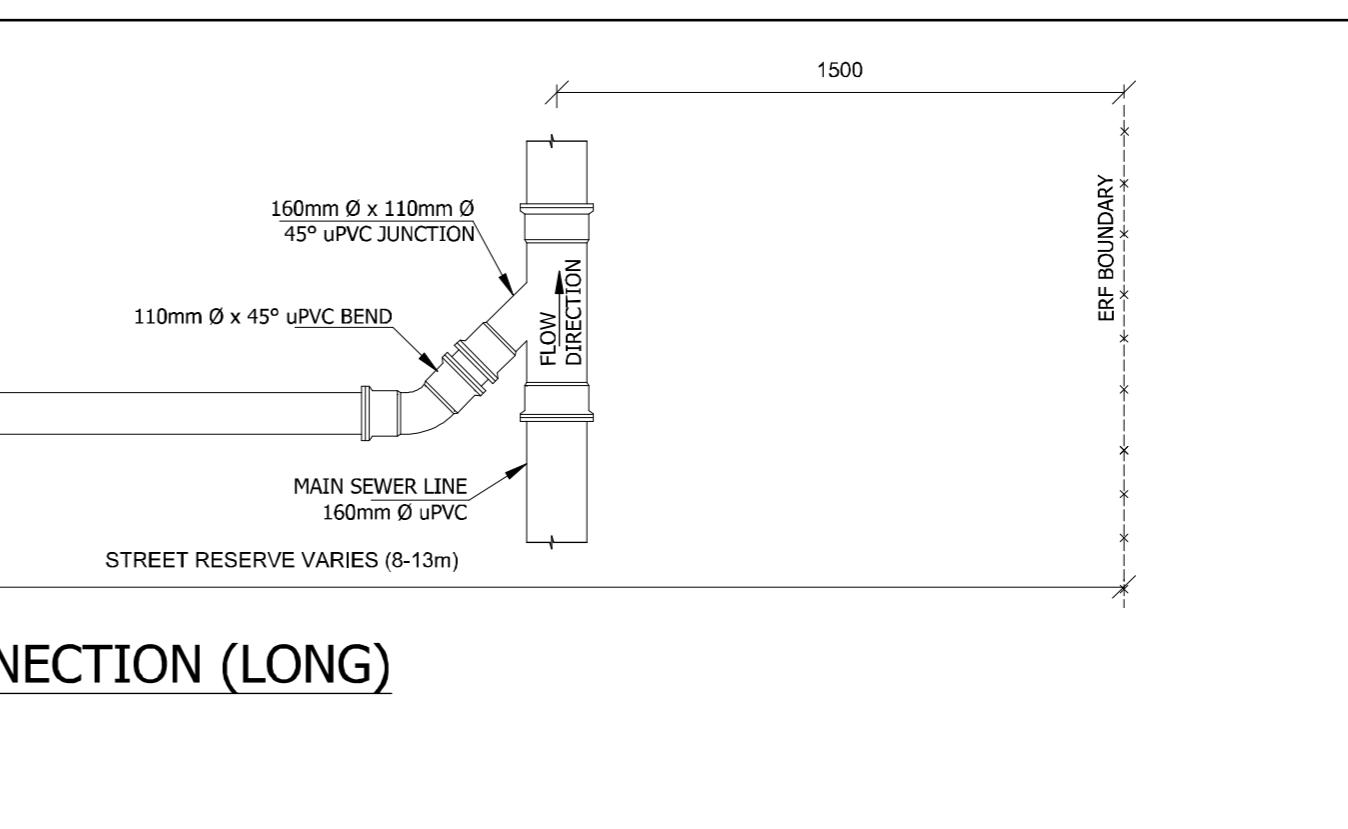
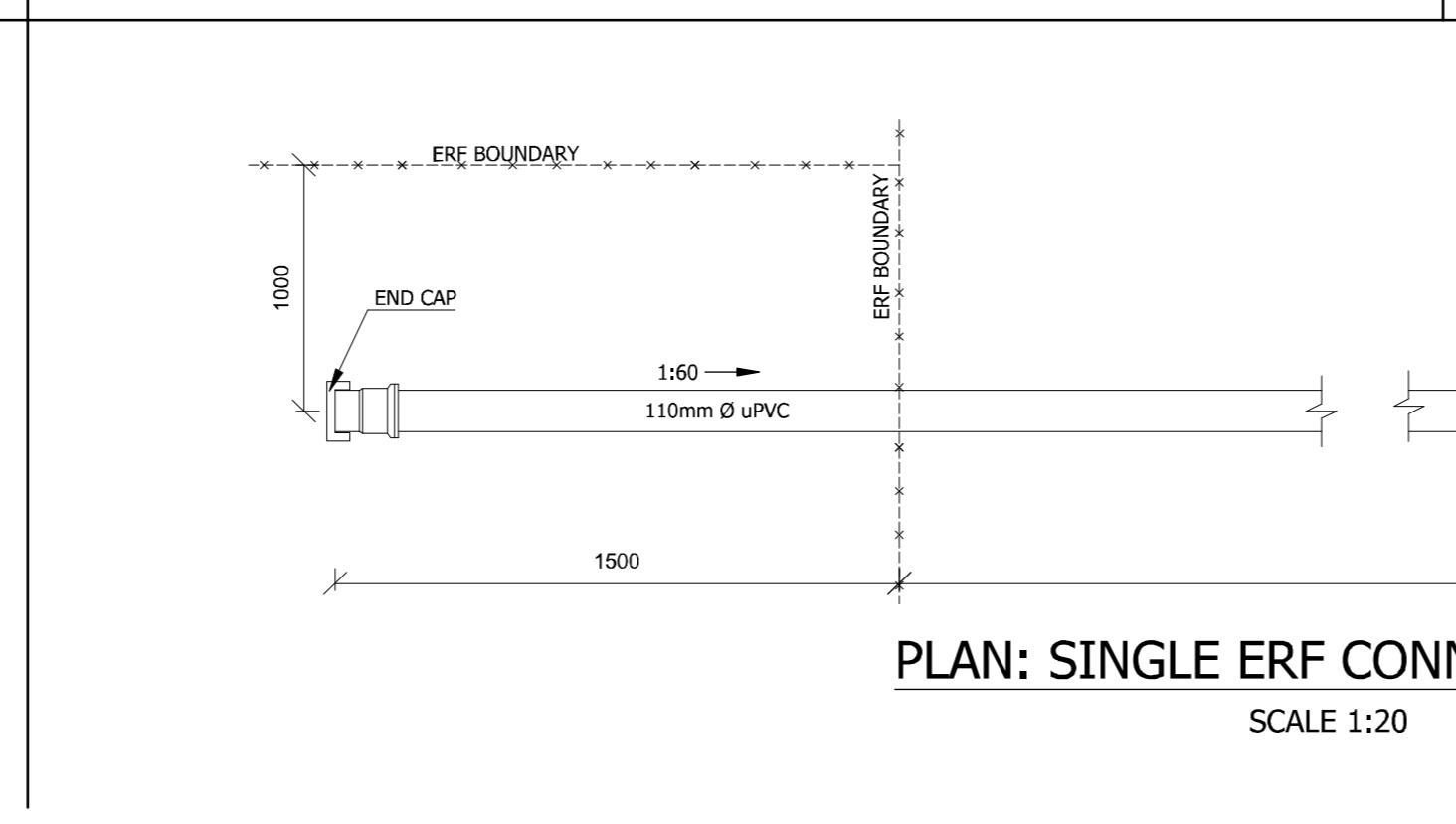
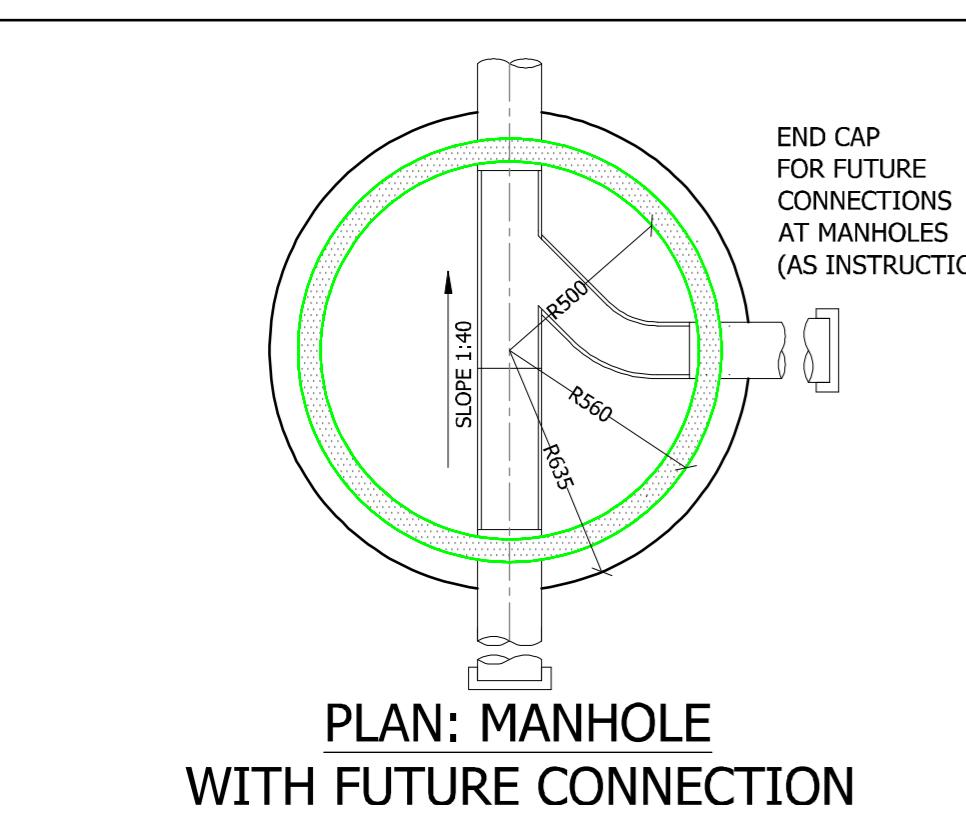
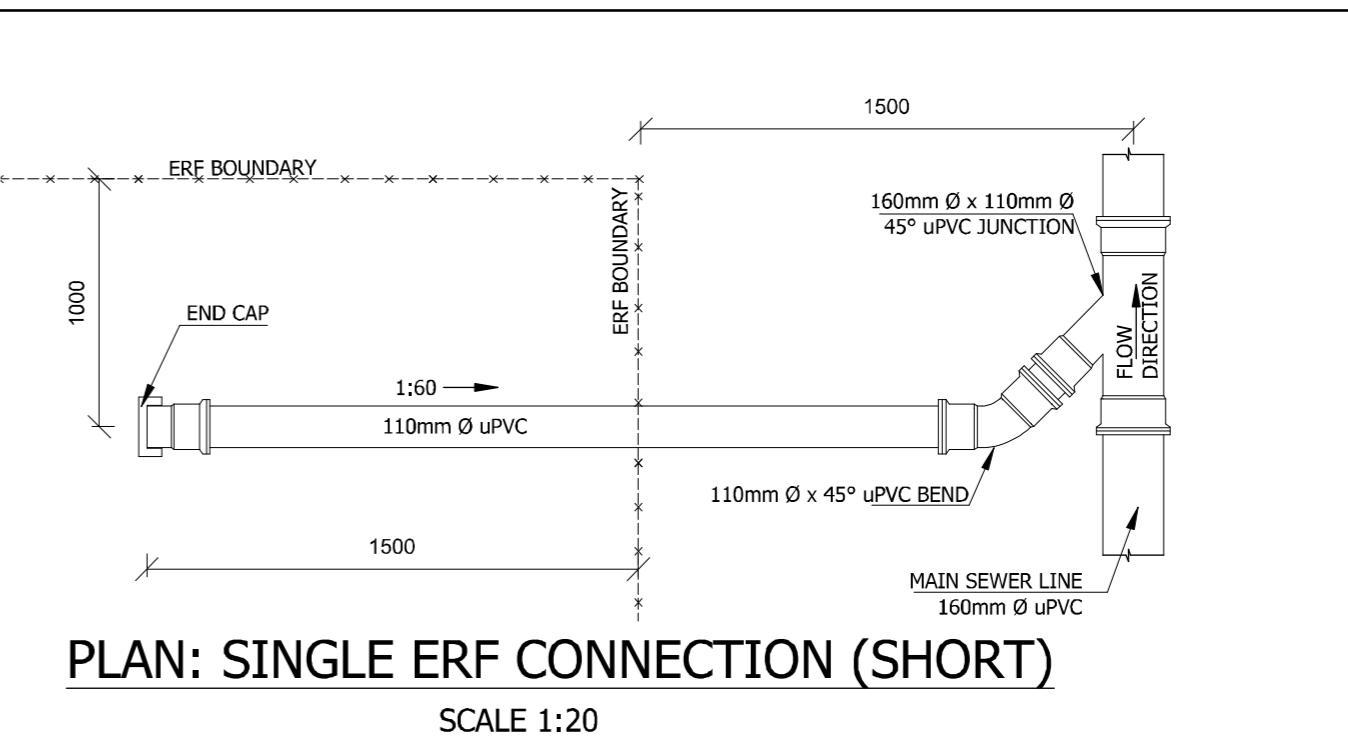
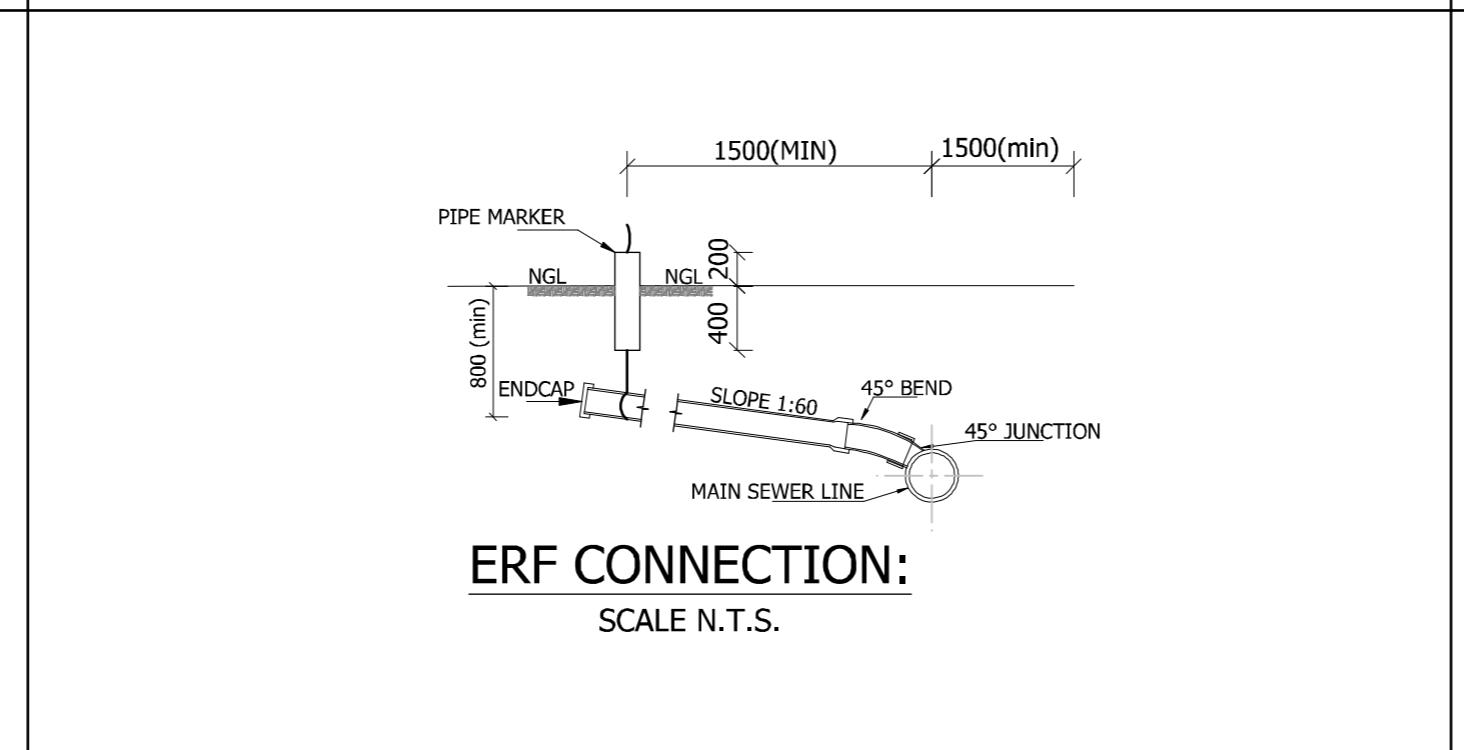
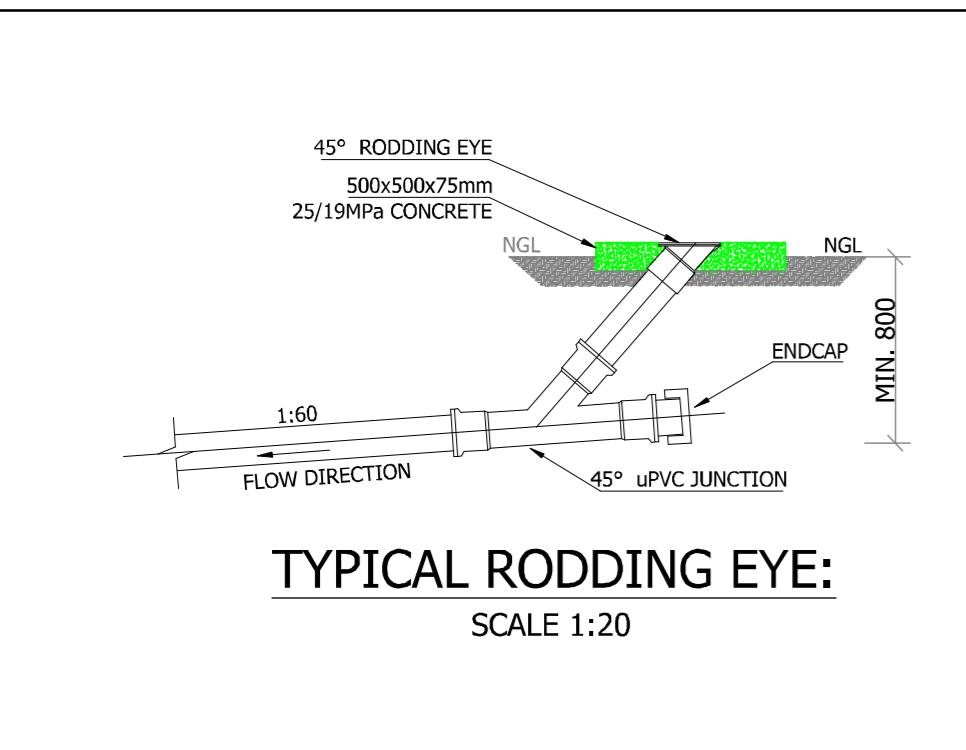
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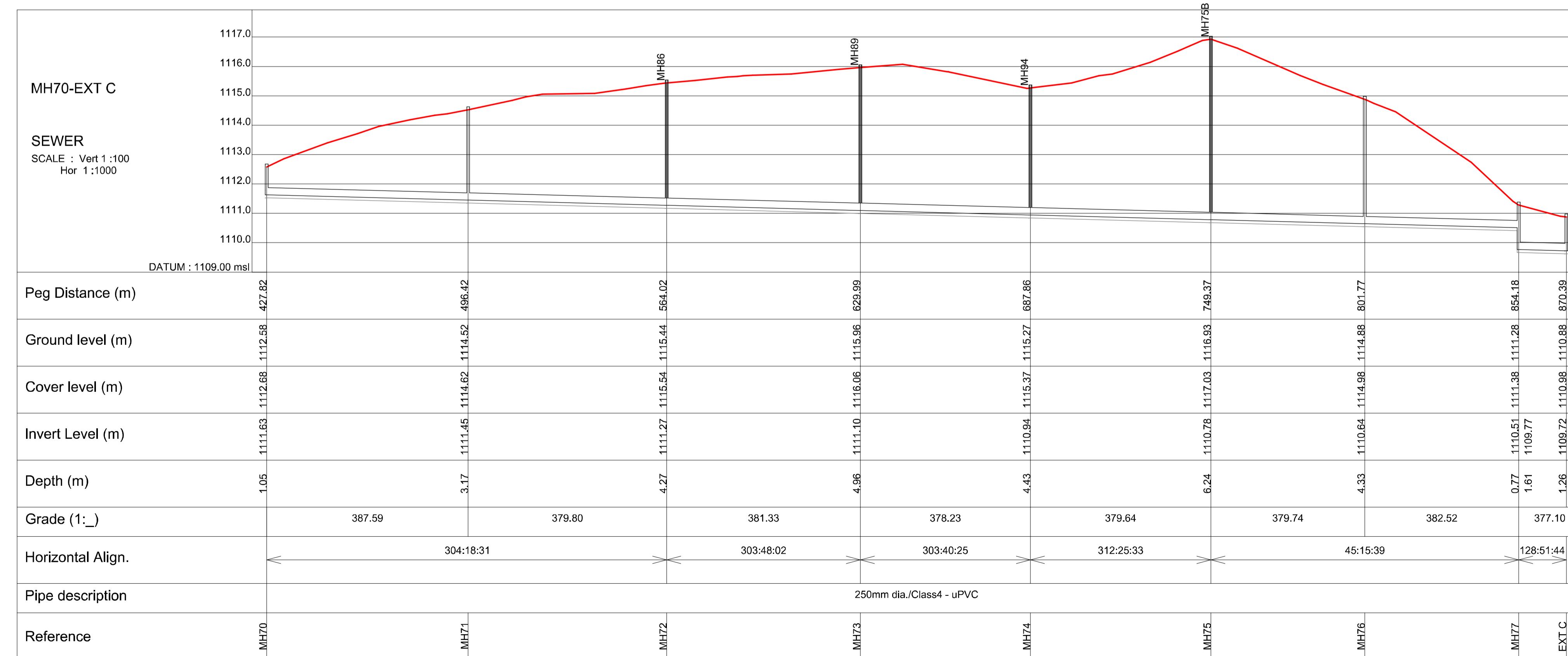
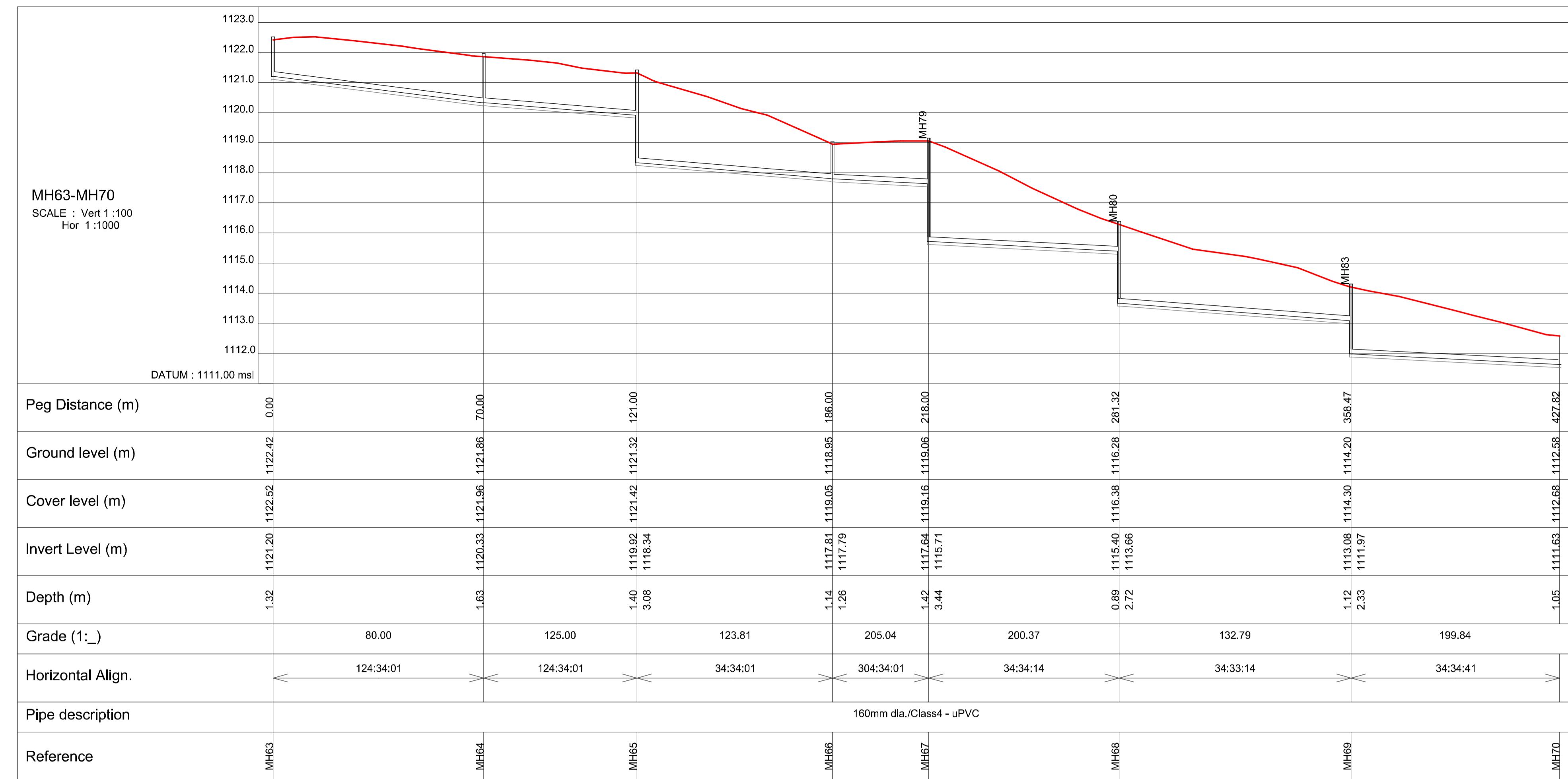


Designed :	Drawn :	Approved :
F.W.	F.W.	G.R.
Client :		
Date :		
Engineer: Gershan Roodie Pr Tech Eng 200770147		
Date :		



Project Name :
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Drawing Title :
SEWER STANDARD DRAWINGS
Scale : 1:2000
Date : MAY 2021
Drawing No. : 188NC21_SD01
Size: A2





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Client : _____			
Date : _____			
Engineer: Gershan Roodie Pr Tech Eng 200770147			
Date : _____			
Client: 			
PO BOX 1001 KATHU 8446			
TEL: 053 723 6000 FAX: 053 723 1364			
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