



TENDER NO: 2021/017

Darvill (4 km) Gravel Road Rehabilitation

## VOLUME 1 – Tendering Procedures and Returnable Documents

**Issued by:**

Umgeni Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Nosipho Mkhize  
Telephone: 033 341 1062

Name of Tenderer: \_\_\_\_\_

National Treasury CSD Number: \_\_\_\_\_

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at Umgeni Water on:</p> <p>Toll Free Number: 0800 864 463 Email: <a href="mailto:umgeniwater@whistleblowing.co.za">umgeniwater@whistleblowing.co.za</a> Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: <a href="http://www.whistleblowing.co.za">www.whistleblowing.co.za</a></p> <p><i>Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by Umgeni Water, may lodge an appeal within <b>7 days</b> of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office, Attention: Supply Chain Management Email: <a href="mailto:appeals@umgeni.co.za">appeals@umgeni.co.za</a></p>

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**Tender Number:** (2021/017)

**Tender Title:** (Darvill Gravel (4 km) Gravel Road Rehabilitation)

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgeni Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of Umgeni Water is to supply treated water in bulk to its municipal customers.

Competent and experienced Contractors are invited to Tender for the following:

**( Darvill Gravel (4 km) Gravel Road Rehabilitation )**

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

A CIDB grading of ( 2 CE ) or higher is required

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and works paid to one or more Enterprises (CPG Partner/s) as agreed with Umgeni Water before contract award. Tenderers who are the main contractor (irrespective of BBBEE classification) are not exempt from this requirement and are still required to have a CPG Partner.

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price & Preference using the ( 80/20 ) Preference Point Scoring System in terms of PPPFA

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to [nosipho.mkhize@umgeni.co.za](mailto:nosipho.mkhize@umgeni.co.za).

Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 08 August 2022 to 29 August 2022

**Tender documents shall only be collected during the said period and hours.**

A non-refundable tender fee of R( 200-00 ) payable by Electronic Fund Transfer before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED  
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT  
ACCOUNT NUMBER: 1196366594  
REFERENCE: TENDER NO. ( 2022/017 ) and Company Name.

**NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.  
2 TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO [Nosipho Mkhize] AT [nosipho.mkhize@umgeni.co.za]**

**NOTE: NO CASH PAYMENT WILL BE ACCEPTED WHEN ISSUING TENDER DOCUMENTS.**

Queries relating to the issue of these documents shall be addressed to: [Nosipho Mkhize], Tel No.: 033 341 1062, e-mail: [nosipho.mkhize@umgeni](mailto:nosipho.mkhize@umgeni).

A non-compulsory clarification meeting with representatives of Umgeni Water will take place via Microsoft teams on 31 August 2022 at 11:00

The closing time for submission of Tenders is **12h00** on **15 September 2022**

Tenders are to be deposited in the Tender Box located outside the main entrance at **Umgeni Water, 310 Burger Street, Pietermaritzburg.**

Umgeni Water's Standard Conditions of Tender are available on Umgeni Water's website [https://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

*Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.*

*The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,  
Attention: Supply Chain Management  
Email: [appeals@umgeni.co.za](mailto:appeals@umgeni.co.za)*

*Note that appeals not addressed to the abovementioned e-mail address will not be considered.*

*For any other Tender adverts, please visit this website.*

**Umgeni Water Reserves the Right to Award the Contract In Whole or In Part, or not at all.**

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**T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)**

The general conditions of tender are the Umgeni Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from Umgeni Water Supply Chain Management office or can be downloaded from the following website:

[https://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

For purposes of this Contract the following Special Conditions of Tender shall apply:

**F.3.8 Test for responsiveness**

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) meets the minimum Functionality requirements stated in the Tender Data.”

**F3.11.3 Method 2: Functionality, Price and Preference****Functionality**

Each member of the Employer’s tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

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.

Clause number	Tender Data
	<b>F.1.1 Actions</b>
F.1.1	The Employer is <b>Umgeni Water</b>
	<b>F.1.2 Tender Documents</b>
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>VOLUME 1 – Tendering Procedures and Returnable Documents</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender Notice and invitation to Tender</p> <p>T1.3 Tender Data</p> <p><b>Part T2: Returnable Schedules and Documents</b></p> <p>T2.1 List of all Returnable Documents</p> <p>T2.3 Returnable Schedules</p> <p><b>VOLUME 2 – Offer, Contract and Price [Note to compiler: Correct this title if volume 3 is not used. Delete this note]</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.2 Form of Offer, Acceptance and Schedule Deviations</p> <p>C1.8 Contract Data</p> <p>C1.17 Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.2 Pricing Instructions</p> <p>C2.2 Pricing Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 Scope of Work</p> <p><b>Part C4: Site Information</b></p>

	<p><b>C4.1 Site Information</b></p> <p>The Tender Document and the drawings shall be obtained from the Employer or its authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice. Upon receipt of the Tender documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording indistinct, the Tenderer shall apply to the Employer's Agent at once to have the same rectified as no liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph. The Tenderer is required to satisfy itself that the Documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Tender in every respect.</p> <p>Should any Tenderer not accept that the Documents issued can form the basis of a <i>bona fide</i> Tender, the Employer's Agent shall be requested to correct the discrepancy, ambiguity, missing or illegible information, failing which the Tender submitted by the Tenderer shall be taken that the Tenderer accepts the adequacy of the Tender document.</p> <p>The submission of a <i>bona fide</i> Tender shall absolve the Employer's Agent from any liability whatsoever for any error in a Tender due to the foregoing.</p>								
<b>F.1.4 Communication and Employer's agent</b>									
F.1.4	<p>The Employer's buyer is :</p> <p><b><u>Tender Queries</u></b></p> <table border="1" data-bbox="312 1120 1402 1384"> <tr> <td data-bbox="312 1120 454 1187">Name:</td> <td data-bbox="454 1120 1402 1187">Nosipho Mkhize</td> </tr> <tr> <td data-bbox="312 1187 454 1254">Address:</td> <td data-bbox="454 1187 1402 1254">310 Burger Street , Pietermaritzburg, 3200</td> </tr> <tr> <td data-bbox="312 1254 454 1321">Tel:</td> <td data-bbox="454 1254 1402 1321">033 341 1062</td> </tr> <tr> <td data-bbox="312 1321 454 1384">E-mail:</td> <td data-bbox="454 1321 1402 1384"><a href="mailto:nosipho.mkhize@umgeni.co.za">nosipho.mkhize@umgeni.co.za</a></td> </tr> </table>	Name:	Nosipho Mkhize	Address:	310 Burger Street , Pietermaritzburg, 3200	Tel:	033 341 1062	E-mail:	<a href="mailto:nosipho.mkhize@umgeni.co.za">nosipho.mkhize@umgeni.co.za</a>
Name:	Nosipho Mkhize								
Address:	310 Burger Street , Pietermaritzburg, 3200								
Tel:	033 341 1062								
E-mail:	<a href="mailto:nosipho.mkhize@umgeni.co.za">nosipho.mkhize@umgeni.co.za</a>								
<b>F.2.1 Eligibility</b>									
F.2.1	<p>Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:</p> <ol style="list-style-type: none"> <li>The tenderer completed the Bidders Disclosure Form (T2.2.2)</li> <li>A CIDB grading of 2CE or higher is required</li> <li>Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more Enterprises (CPG Partner/s) as agreed with Umgeni Water before contract award. Tenderers who are the main contractor (irrespective of BBBEE classification) are not exempt from this requirement and are still required to have a CPG Partner.</li> </ol>								
<b>F.2.7 Clarification meeting</b>									
F.2.7	<p>There shall be a non -compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p>								
<b>F.2.12 Alternative Tender offers</b>									

F.2.12	No alternative Tender offers will be considered.
	<b>F.2.13 Submitting a Tender offer</b>
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of Tender offers are stated in T1.1 <b>Tender Notice and Invitation to Tender.</b></p> <p><b>Identification details</b> The identification details which must be stated in the Tender offer outer package are: <b>Tender Number</b> <b>Title of Tender</b> <b>Closing Date</b> <b>Closing Time</b> <b>Tenderer's Name</b> <b>Tenderer's Address</b></p> <p>Tenders issued in more than one volume must be returned in the same manner and bound separately as per the Tender volumes issued.</p> <p><i>The Tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderer's sole responsibility to ensure that Tenders are placed in the Tender box and only Tenders that have been placed in the Tender box before the stipulated closing date and time will be considered</i></p>
	<b>F2.13.6 Two Envelope tender Procedure</b>
F.2.13.6	A two-envelope system is not applicable.
	<b>F.2.15 Closing time</b>
F.2.15	The closing time for submission of Tender offers is as stated in <b>T.1.1 Tender Notice and Invitation to Tender.</b>
	<b>F.2.16 Tender offer validity</b>
F.2.16.1	The Tender offer validity period is 120 days from the closing date.
	<b>F.2.19 Inspections, tests and analysis</b>
F.2.19	Access shall be provided for the following inspections, tests and analysis:
	<b>F.2.20 Submit securities, bonds, policies, etc.</b>
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved financial institution registered with the Financial Services Board undertaking to provide the PERFORMANCE GUARANTEE - DEMAND GUARANTEE to the format included in Part T2.2 of this procurement document.
	<b>F.2.23 Certificates</b>
F.2.23	<p>The Tenderer is required to submit with his Tender:</p> <ol style="list-style-type: none"> <li>1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services.</li> <li>2) Central Supplier Database (CSD) Report</li> <li>3) Proof of good standing in terms of the COID Act <b>Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME</b></li> <li>4) Company Registration Certificate</li> </ol>

<b>F.3.4 Opening of Tender submissions</b>													
F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.												
<b>F3.8 Test for responsiveness</b>													
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 (Seventy) points												
<b>F.3.11 Evaluation of Tender offers</b>													
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2(Functionality, Price and Preference)												
F.3.11.3	The following preference point systems are applicable to all Tenders:												
(4c)	1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and												
(5c)	Scoring Financial Offers												
F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p> <table border="1"> <thead> <tr> <th colspan="2">Returnable Schedule</th> <th>Weighting %</th> </tr> </thead> <tbody> <tr> <td>T2.2.09</td> <td>Tenderer's Experience</td> <td>35</td> </tr> <tr> <td>T2.2.11</td> <td>Experience of Key Personnel</td> <td>35</td> </tr> <tr> <td>T2.2.15</td> <td>Method Statement</td> <td>30</td> </tr> </tbody> </table> <p><b><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></b></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>	Returnable Schedule		Weighting %	T2.2.09	Tenderer's Experience	35	T2.2.11	Experience of Key Personnel	35	T2.2.15	Method Statement	30
Returnable Schedule		Weighting %											
T2.2.09	Tenderer's Experience	35											
T2.2.11	Experience of Key Personnel	35											
T2.2.15	Method Statement	30											
<b>F.3.17 Provide copies of the contracts</b>													
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1)												
<b>F3.18 Additional Conditions of Tender</b>													
F3.18	<p>Appeals Process</p> <p>Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: <a href="mailto:appeals@umgeni.co.za">appeals@umgeni.co.za</a></p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p>												

	<p><b><i>Umgeni Water Reserves The Right To Award The Contract In Whole Or In Part, or not at all.</i></b></p>
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## T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		[T2.3 ]
T2.2.2 Bidders Disclosure		[T2.10 ]
T2.2.3 Tax Compliance Status Letter Requirements or CSD Report		[T2.13 ]
T2.2.4 Proof of Attendance at the Compulsory Clarification/Site Meeting		[T2.15 ]
T2.2.5 Contract Participation Goals (CPG)		[ T2.16 ]
T2.2.6 Tenderer's Experience		[T2.19 ]
T2.2.7 Key Personnel Assigned to the Work		[T2.22 ]
T2.2.8 Local Production and Content Declaration Certificate (SBD 6.2)		[T2.23]
T2.2.9 Experience of Key Personnel		[T2.30 ]
T2.2.10 Proposed Organization and Staffing		[T2.33 ]
T2.2.11 Tenderer's Schedule of Plant and Equipment	N/A	[T2.35 ]
T2.2.12 Quality Assurance and Environmental Management		[T2.36 ]
T2.2.13 Method Statement		[T2.38 ]
T2.2.14 Preliminary Programme		[T2.40 ]
T2.2.15 Registration Certificate / Agreement / ID Document		[T2.42 ]
T2.2.16 Amendments, Qualifications and Alternatives		[T2.43 ]
T2.2.17 Record of Addenda to Tender Documents		[T2.45 ]
T2.2.18 VAT Registration Certificate		[T2.46 ]
T2.2.19 Schedule of Proposed Sub-Contractors		[T2.47 ]
T2.2.20 Proof of Purchase of Tender Document		[T2.48 ]
T2.2.21 Goods and Services Sourced Internationally		[T2.49 ]
T2.2.22 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.52]
T2.2.23 Letter of Good Standing in terms of COID Act		[T2.59 ]
T2.2.24 Tenderer's Financial Standing		[T2.60 ]
T2.2.25 Suppliers Health and Safety Declaration		[T2.61 ]
T2.2.26 Pro forma OHS Notification		[T2.62 ]
T2.2.27 Letter of Intent for Public Liability		[T2.64 ]
T2.2.28 Letter of Intent for Performance Guarantee		[T2.65 ]

T2.2.29 Registration Certificates		[T2.66 ]
[T2.2.30 Central Supplier Database (CSD) Report ]	[ ]	[T2.67 ]

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**T2.2.1 AUTHORITY FOR SIGNATORY**

*Fill in the relevant portion applicable to the type of organization*

**A. COMPANIES**

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender.

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on ..... 20.....

Mr/Mrs ..... (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
**(PRINT NAME)**

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** .....

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**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

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**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the partners in the business trading as .....

hereby authorize .....

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

.....	.....	.....
Signature	Signature	Signature

.....	.....	.....
Date	Date	Date

FOR INFORMATION USE ONLY

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20 .....

at .....

Mr/Ms ....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

(PRINT NAME) .....

IN HIS/HER CAPACITY AS ..... DATE: .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

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**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at .....

Mr/Ms ....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative) .....

.....

**SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME) .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1. ....

2. ....

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**F. JOINT VENTURE**

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on .....20 .....

Mr/Mrs ....., Mr/Mrs .....

Mr/Mrs .....and Mr/Mrs .....  
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture) .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....  
(PRINT NAME)

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

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....  
(PRINT NAME)

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

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....  
(PRINT NAME)

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

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....  
(PRINT NAME)

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

**G. CONSORTIUM**

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on ..... 20 .....

Mr/Mrs ..... ,  
(whose signature appears below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium) .....

In his/her capacity as: .....

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

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**T2.2.2 BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....

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

.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

<sup>2</sup> 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.

### T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

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**T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)**

*[Tax Compliance Status (TCS) Letter obtained from SARS to be inserted here]*

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**T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION / SITE MEETING**

**CERTIFICATE OF ATTENDANCE**

TENDER No. |           |

This is to certify that

(Tenderer) .....

of (address) .....

.....  
.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at  
(location).....

..... on (date) .....

starting at (time) .....

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

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

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## T2.2.5 CONTRACT PARTICIPATION GOALS

### Objective

The objective of Umgeni Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

### Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT, CPA and Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

**CPG Partner/s** – Service provider/s selected from Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database.

Tenderers (the main contractor irrespective of BBBEE classification) who are on Umgeni Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation and another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
  - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
  - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

### Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umgeni Water procurement process and shall be achieved through the following mechanisms:-

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:
  - CPG Partner/s are to be obtained from Umgeni Water's database of suppliers specifically earmarked for CPG purposes.

- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to Umgeni Water whilst making profit margins consistent to the profit margins that the main contractor would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 10% shall be due to Black Women participation and another 10% for Local participation and another 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main contractor **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main contractor and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

### **Invoicing and Payment**

The monthly measurement and payment will be according to the following guideline:

- Submission of payment certificate to the Employer's Agent by the Contractor – by 20<sup>th</sup> of each month, or the nearest previous working day. The submission from the contractor shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Submission to Umgeni Water by the Employer's Agent – by 25<sup>th</sup> of each month, or the nearest previous working day;
- Payment to the Contractor – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Contractor has been paid by Umgeni Water; and
- The submission from the Contractor must include a schedule that clearly shows the following:
  - Total Contract Sum
  - Total amount payable to CPG Partner/s excluding current month
  - Amount payable to CPG Partner for current month
  - % split of Total amount payable to Main contractor and CPG Partner/s

### **Monitoring and Reporting on CPG**

- Umgeni Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Contractor. Should disagreements arise, Umgeni Water reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings.

### **Eligibility Criteria**

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above, will be deemed **ineligible**.

**DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by: **UMGENI WATER** do hereby make the following declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities (CPG Partners). Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umgeni Water and the Bidder); and Umgeni Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

\_\_\_\_\_  
Full Names & Surname  
(Duly authorized)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder



Scoring of the Tenderer's experience will be as follows: [ 35 ]

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience in projects comprising of any road construction to a minimum value of R1 000 000 (submit proof of previous experience with Award Letter and Completion Certificate is Compulsory).</p> <p><b>N.B No points will be awarded without the proof of previous experience with Award Letter and Completion Certificate.</b></p> <ul style="list-style-type: none"><li>• 1 projects – 20 points</li><li>• 2 projects – 50 points</li><li>• 3 projects – 70 points,</li></ul> <p>10 additional point for every project more than 3 projects to a maximum of 100 points</p>	100

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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**T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK**

Insert in the table below the key personnel and their proposed function

**KEY PERSONNEL SCHEDULE**

No.	Proposed Function	Key Person Name
1.	Site Foreman/ Site Agent	

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**T2.2.11 EXPERIENCE OF KEY PERSONNEL** scoring of the experience of key personnel will be as follows: [ 35 ]

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

**Key Person Positions**

A. [ Site Foreman or Site Agent ]

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of each key person of not more than 3 pages should be attached to this schedule.

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
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

<p>[The proposed Site Foreman or Site Agent must have experience in any road construction. (Attach CV)</p> <p><b>Experience of Site Foreman/ Site Agent</b></p> <ul style="list-style-type: none"> <li>• 1 project – 20 points</li> <li>• 2 projects – 50 points</li> <li>• 3 projects – 70 points</li> </ul> <p>10 additional point for every project more than 3 projects to a maximum of 100 points ]</p>	<p><b>100</b></p>
--	-------------------

**INSERT KEY PERSONNEL CVs HERE**

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## T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

**2. Definitions**

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

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

Industry/sector/sub-sector	Minimum threshold for local content
Steel Power Pylons	100%
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Office Furniture	85%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves & actuators	70%
Steel Pipes	80%
Working Vessels (Boats)	60%

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

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

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

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

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the

Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

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**T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Continued.....)**

**IN TERMS OF THE GUIDELINE DOCUMENT FOR CALCULATING LOCAL CONTENT, ANNEXURE C (ATTACHED) MUST BE SUBMITTED WITH THE TENDER.**

**PLEASE INSERT IT HERE.**

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## T2.2.10 PROPOSED ORGANIZATION AND STAFFING

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows: [ ]

<b>No submission (score 0)</b>	No Organizational and Staffing proposal submitted.
<b>Poor (score 40)</b>	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
<b>Satisfactory (score 70)</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
<b>Good (score 90)</b>	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

INSERT HERE

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**T2.2.11 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT – Not Applicable** [ ]

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

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

**Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.**

SIGNATURE: ..... DATE: .....  
 (of person authorized to sign on behalf of the Tenderer)

**T2.2.12 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT** [ ]

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015 ..... 

YES	NO
-----	----

2. If "yes", Tenderer to supply brief summary of structure of system:  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

3. If "no", does the Tenderer intend to apply for certification? ..... 

YES	NO
Date	

  
By when? .....

OR

4. If "no", does the Tenderer have its own system? ..... 

YES	NO
-----	----

5. If "yes", please supply details of the system .....  
.....  
.....  
.....  
.....  
.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001 ..... 

YES	NO
-----	----

7. If "yes", Tenderer to supply brief summary of structure of system:  
.....  
.....  
.....  
.....  
.....  
.....

8. If "no", does the Tenderer intend to apply for certification? ..... 

YES	NO
Date	

  
By when? .....

OR

9. If "no", does the Tenderer have its own system? ..... 

YES	NO
-----	----

10. If “yes”, please supply details of the system .....
- .....
- .....
- .....
- .....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place. ]

**The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.**

Scoring of Quality Assurance and Environmental Management will be as follows: [      ]

*[Note to the Compiler: This table is only an example to serve as guideline in developing an appropriate scoring table. The maximum possible score shall at all times remain 100. Delete this note ]*

<b>QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT</b>	
<b>No submission (score 0)</b>	No Quality Assurance Plan & support documents submitted
<b>Poor (score 40)</b>	The approach to Quality and Environmental Management is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Satisfactory (score 70)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tenderer has environmental management system which is certified in terms of ISO 14 000.
<b>Very good (score 100)</b>	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

## T2.2.13 METHOD STATEMENT [ 30 ]

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.

The Tenderer must explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

- Sequence of construction with project plan including critical path
- Construction Plant / Equipment to be used
- Quality Control Plan (QCP) during construction

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows: [ 30 ]

Technical approach and methodology	
<b>No submission (score 0)</b>	No Method Statement submitted
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Satisfactory (score 70)</b>	The approach is tailored to address the project objectives and methodology. The quality plan and management of risk in the project plan is generic.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

INSERT HERE

FOR INFORMATION USE ONLY



**T2.2.14 PRELIMINARY PROGRAMME (Continued)**

**INSERT HERE**

*Insert additional schedules here if applicable and update Part C table with the additional appropriate schedules within Part C*

FOR INFORMATION USE ONLY

**T.2.2.15 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

***Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here***

**INSERT HERE**

FOR INFORMATION USE ONLY

**T2.2.16 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umgeni Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Purchaser).*

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS - NOT APPLICABLE**

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

- [Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;*  
*(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.*

**(b) ALTERNATIVES - NOT APPLICABLE**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.*  
*(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.*  
*(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]*

**(c) UNCONDITIONAL DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]***

Signature..... Date.....

FOR INFORMATION USE ONLY



**T2.2.18 VAT REGISTRATION CERTIFICATE**

*[VAT Registration Certificate obtained from SARS to be inserted here]*

FOR INFORMATION USE ONLY

**T2.2.19 SCHEDULE OF PROPOSED SUB-CONTRACTORS**

**Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here**

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Sub-Contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Sub-Contractor</b>
1.			
2.			
3.			
4.			
5.			

Signature..... Date .....

Name..... Position .....

Tenderer.....

INSERT HERE

FOR INFORMATION USE ONLY

## T2.2.21 GOODS AND SERVICES SOURCED INTERNATIONALLY

### INTRODUCTION

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

### 1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple Contractors of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to Contractors in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst Contractors in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or Contractors.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (Contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3. TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

- 3.1 Tenderers are required to sign and submit this Section together with the tender on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Contractors) are required, immediately

after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

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

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

#### 4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the Contractor and the DTI will determine the NIP obligation;
- (b) the Contractor and the DTI will sign the NIP obligation agreement;
- (c) the Contractor will submit a performance guarantee to the DTI;
- (d) the Contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
- (f) the Contractor will implement the business plans; and
- (g) the Contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Tender number .....	Closing date .....
Name of tenderer .....	
Postal address .....	
.....	
Signature .....	Name (in print) .....
Date .....	



## T2.2.22 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

- 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 The value of this tender is estimated to exceed/not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 90/10 system shall be applicable.  
*[Note to compiler: Delete whatever is not applicable and delete this note.]*

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.  
(Refer Clause 5.7)

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

	POINTS
<b>1.3.1.1 PRICE</b>	80 /
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20 /
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Affidavit, Verification Certificate from a B-BBEE Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), issued prior to 01 January 2017 together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser 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 purchaser.

### 2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of

Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

$P_s$  = Points scored for comparative price of tender under consideration  
 $P_t$  = Comparative price of tender under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable tender

#### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA, prior to 01 May 2015 or a B-BBEE Affidavit with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level Affidavit QSE (for entities whose turnover is between R10 million and R50 million, with 51% to 100% Black Ownership) verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (prior to 1 January 2017) or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate for consortiums or joint ventures and affidavit for trusts.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the Amended B-BBEE Codes of Good Practice, Gazette No. 38766.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. TENDER DECLARATION**

- 6.1 Tenderers who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA (prior to 01 January 2017) or an Accounting Officer as contemplated in the CCA).

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted? .....%
- ii. the name of the sub-Contractor? .....
- iii. the B-BBEE status level of the sub-Contractor? .....
- iv. whether the sub-Contractor is an EME? YES / NO (delete which is not applicable)

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of organization: .....

9.2 VAT registration number: .....

9.3 Company Registration number: .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Contractor
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) restrict the tenderer or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....  
**SIGNATURE(S) OF TENDERER(S):**

DATE: .....

ADDRESS: .....

.....

.....

**WITNESSES:**

1. ....

2. ....

**T2.2.22 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Tenderers not submitting a **valid original or a certified copy** B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process.

FOR INFORMATION USE ONLY

**T2.2.23 LETTER OF GOOD STANDING IN TERMS OF COID ACT**

**(Compensation for Occupational Injuries and Diseases Act)**

**INSERT HERE**

FOR INFORMATION USE ONLY

**T2.2.24 TENDERER'S FINANCIAL STANDING**

**In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Purchaser to evaluate the Tenderer's financial standing.**

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

**However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:**

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*):.....

***Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.***

The Purchaser undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Tenderer)

## T2.2.25 CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) 9(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise have the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Purchaser's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with CR7(1) of the Construction Regulations, approved by the Purchaser or its representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Purchaser's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Purchaser's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Purchaser in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Purchaser.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHS Act 1993 Construction Regulations 2014 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Tenderer)

T2.2.26 PRO FORMA OHS NOTIFICATION

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

*[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]*

- 1. (a) Name and postal address of Contractor: .....
- .....
- (b) Name of Contractor's contact person: .....
- Telephone number: .....
- 2. Contractor's compensation registration number: .....
- 3. (a) Name and postal address of Purchaser: .....
- .....
- (b) Name of Purchaser's contact person or agent: .....
- Telephone number: .....
- 4. (a) Name and postal address of designer(s) for the project: .....
- .....
- (b) Name of designer's contact person: .....
- Telephone number: .....
- 5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): .....
- Telephone number: .....
- 6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
- 7. Exact physical address of the construction site or site office: .....
- .....
- 8. Nature of the construction work: .....
- .....
- 9. Expected commencement date: .....
- 10. Expected completion date: .....
- 11. Estimated maximum number of persons on the construction site: .....
- 12. Planned number of Sub-Contractors on the construction site accountable to Contractor: .....
- 13. Name(s) of Sub-Contractors already chosen: .....
- .....
- .....

SIGNED BY:

CONTRACTOR: ..... DATE: .....

PURCHASER: ..... DATE: .....

INSERT HERE

FOR INFORMATION USE ONLY

**T2.2.28 LETTER OF INTENT FOR PERFORMANCE GUARANTEE**

[The Tenderer must attach hereto a letter from the bank or institution with whom it has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. The Tenderer must also attach proof that the institution that will provide the performance guarantee is registered and in good standing with the Financial Services Conduct Authority.]

]

**INSERT HERE**

FOR INFORMATION USE ONLY

## T2.2.29 REGISTRATION CERTIFICATES

Insert required registration Certificates such as CIDB, ECSA, PSIRA, and the like here.

FOR INFORMATION USE ONLY

T2.2.30 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY

FOR INFORMATION USE ONLY



CONTRACT NO: 2021/017

CONTRACT TITLE:

Darvill Gravel (4 km) Gravel Road Rehabilitation

VOLUME 2 – Agreements, Contract, Pricing and Scope

**Issued by:**

Umgeni Water  
310 Burger Street  
Pietermaritzburg  
3201

**Tender Queries:**

Contact Name: Nosipho Mkhize  
Telephone: 033 341 1062

Name of Tenderer: .....

National Treasury CSD Number: .....

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C1.1.

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## C.1 AGREEMENTS AND CONTRACT DATA

### **IMPORTANT NOTE ON C1.1:**

**ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).**

**Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.**

**Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer at the close of the process of offer and acceptance.**

**Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.**

FOR INFORMATION USE ONLY

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**A: OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**TENDER NO. 2022/046 – Darvill Gravel (4 km) Gravel Road Rehabilitation**

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

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

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

R ..... (In words .....),

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

**FOR THE TENDERER:**

**Signature:** (of person authorized to sign the tender) .....

**Name:** (of signatory in capitals) .....

**Capacity:** (of signatory) .....

**Name of Tenderer:** (organization) .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**CIDB Registration Number of Tenderer:** .....

**WITNESS:**

**Signature:** .....

**Name:** (in capitals) .....

**Date:** .....

C1.3.

**B: ACCEPTANCE**

By signing this part of the 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 as set out in the General and Special Conditions of Contract, and 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

- C.1 Agreements and Contract Data, (which includes this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Sections C.1 to C.5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**FOR THE EMPLOYER:**

**Signature:** .....

**Name:** *(of signatory in capitals)* .....

**Capacity:** *(of signatory)* .....

**Name of Employer:** *(organization)* .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**WITNESS:**

**Signature:** ..... **Name:** *(in capitals)* .....

**Date:** .....

C1.4.

**C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

- 1. **Subject:** .....  
**Details:** .....  
.....
- 2. **Subject:** .....  
**Details:** .....  
.....
- 3. **Subject:** .....  
**Details:** .....  
.....
- 4. **Subject:** .....  
**Details:** .....  
.....
- 5. **Subject:** .....  
**Details:** .....  
.....
- 6. **Subject:** .....  
**Details:** .....  
.....
- 7. **Subject:** .....  
**Details:** .....  
.....

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

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

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

.....

**Witness:**

Signature: .....

Name: .....

Date: .....

**FOR THE EMPLOYER:**

Signature: .....

Name: .....

Capacity: .....

Employer: *(Name and address of organization)* .....

.....

**Witness:**

Signature: .....

Name: .....

Date: .....

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C1.6.

**D: CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on this

the ..... (day) of .....(month) 201..... (year)

at ..... (place)

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

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**C1.2 CONTRACT DATA****C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

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

It is agreed that the only variations from the said General Conditions of Contract are those set out hereafter under "Special Conditions of Contract".

**SPECIAL CONDITIONS OF CONTRACT****1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. They shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the SCC hereafter are numbered "SCC" followed in each case by the number of the applicable Clause or Sub-Clause in the GCC 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the GCC 2015.

**SCC 1.1 Definitions**

***Add the following at the end of Sub-Clause 1.1.1:***

SCC 1.1.1.35 "Client", as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as "Employer".

SCC 1.1.1.36 "Principal Contractor", as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as "Contractor".

**SCC 4.4 Sub-Contracting**

SCC 4.4.1 ***Insert the following after the existing wording:***

"The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board (CIDB). Proof of registration and grading shall be submitted to the Employer's Agent prior to the award of any such work to a Sub-Contractor.

The Employer reserves the right to refuse payment to the Contractor for work carried out by Sub-Contractors who were not appropriately registered and graded by the CIDB at the time the work was being carried out.

Subsequent registration and grading by the CIDB of Sub-Contractors shall have no force or effect in curing the non-compliance retrospectively."

SCC 4.4.4 ***Insert the following after the existing wording:***

"The contractual relationship between the Contractor and any of its CPG Partners shall be the same as if the Contractor had appointed the CPG Partner in terms of Clause 4.4.3. However, the requirements of and the procedures set out under PS 12 Selected Sub-Contractors included in Section C.3 Scope of Work shall not apply to CPG Partners.

The contractual relationship between the Contractor and its CPG Partners shall be as agreed upon between the Employer and the Contractor during the process of CPG negotiations prior to the award of the Contract, and as recorded in the Schedule of Deviations.”

SCC 4.4.5 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

SCC 4.4.6 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

SCC 4.4.7 ***Insert the following after the existing wording:***

“The provisions of this Sub-clause shall apply to the appointment of CPG Partners.”

**SCC 4.5 Notices and fees**

SCC 4.5.2 **Employer’s responsibility for approval**

***Insert the following after the existing wording:***

“The Employer shall be responsible for obtaining any construction work permit which may be required in terms of Regulation 3(1) of the Construction Regulations, 2014 (promulgated under Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)).”

SCC 4.5.3 **Contractor’s responsibility for consents**

***Insert the following after the existing wording:***

“Failure by the Contractor to provide in a proper and timeous manner all the necessary information and documents as required by Regulation 3(5) of the Construction Regulations, 2014, or as requested by the Employer or his agent, shall result in any claim which the Contractor may make in connection therewith for an extension of time, any direct or indirect costs, or any damages claim, being rejected.”

SCC 4.5.4 **Contractor to be compensated**

***Insert the following after the existing wording:***

“The costs incurred by the Contractor in providing the necessary information and documents pursuant to the application for a construction work permit required by Regulation 3(1) of the Construction Regulations, 2014 shall be deemed to be included in the Contractor’s rates and prices, whether itemized separately in the Bill of Quantities or not.”

**SCC 5.1 Time calculations**

The phrase “*shall be excluded from the calculation of the time-span concerned*” shall be separated from Sub-clause 5.1.1.2 and shall be positioned in a new line below it.

SCC 5.1.1 The entire Sub-clause 5.1.1 shall read as follows:

“5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,

## C1.9.

5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as

5.1.2 The day on which the time-span commences

shall be excluded from the calculation of the time-span concerned.”

**SCC 5.3 Commencement of the Works****SCC 5.3.1 *Insert the following after the existing wording:***

“In the event of a construction work permit being required (as contemplated under Regulation 3 of the Construction Regulations, 2014), commencement of the Works shall only be legally permissible once a construction work permit has been issued by the relevant authority.

The Contractor shall be required to make an allowance of **50 (fifty) days** from the Commencement Date of the Contract in his initial programme of Works required to be submitted in terms of Clause 5.6.1 so as to allow for the construction work permit to be issued by the Department of Labour, provided that should the Contractor fail to include such an allowance of the said 50 days, he shall be deemed to have done so.

In the event that the construction work permit shall have been issued within the 50 (fifty) day allowance period, the Due Completion Date shall be adjusted accordingly by the Employer’s Agent, with due cognisance being taken as to the date on which the construction work permit was actually issued.”

**SCC 5.3.2 *Insert the following after the existing wording:***

“or alternatively, the Employer reserves the right, in its sole discretion, to grant to the Contractor an extension of time for Practical Completion, but without the payment of additional time-related General Items or any other compensation, for a period of not more than 28 (twenty eight) days, to allow the Contractor to submit the documentation referred to in Clause 5.3.1.”

**SCC 5.7 Progress of the Works****SCC 5.7.1 *Substitute the fourth sentence (starting with “Such steps ...”) with the following:***

“Such steps shall be subject to the approval of the Employer’s Agent, which approval shall not be unreasonably withheld”.

**SCC 5.7.2 *Delete the second paragraph and substitute with the following:***

“In such an event, the additional costs incurred, by acceding to the Contractor’s request, shall be deducted from the amount payable to the Contractor”.

**SCC 5.14 Completion****SCC 5.14.5.1 *Amend this Sub-Clause as follows:***

In the second line, substitute the word “Guarantor” with “Contractor”.

**SCC 6.5 Dayworks****SCC 6.5.1.3 *Amend this Sub-Clause as follows:***

In the last line, substitute the word “plant” with the words “construction equipment”.

**SCC 6.7 Measurement of the Works****SCC 6.7.2 Delete the words:**

“The Employer’s Agent shall ascertain and determine the value of the Works but, when required to do so by the Employer’s Agent”.

**And insert the following at the end of the paragraph:**

“This measurement shall take place on or before, but not later than, the 20<sup>th</sup> of the month, but should the 20<sup>th</sup> be a ‘non-working’ day, it shall take place on the last working day prior to the 20<sup>th</sup>.”

**SCC 6.9 Vesting of Plant and Materials****SCC 6.9.3 Identification of Plant and materials****Add the following at the end of Sub-Clause 6.9.3:****“Storage of Plant**

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing, the Contractor:

- (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;
- (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce such insurance to the Employer’s Agent;
- (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;
- (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and
- (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers or agents, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his or any other storage facilities, shall be at the sole discretion of the Employer's Agent, and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.”

**SCC 6.10 Payments**

## C1.11.

SCC 6.10.4 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.6.2 **Amend this Sub-Clause as follows:**

Delete the words “Contractor’s Bank” and substitute with the words “Employer’s Bank”.

SCC 6.10.8 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.9 Substitute the words “within 28 days of the date of such certificate” with “on or before but not later than the last day of the month following the month in which the Employer’s Agent has signed such payment certificate.”

## SCC 8.6 Insurances

**The following deletions, substitutions and insertions are effected as indicated below:**

SCC 8.6.1 Substitute the word “Contractor” in the second line with “Employer” and insert the words “and all Sub-Contractors, including CPG Partners, engaged in the Works under valid sub-contract agreements with the Contractor” after the word “Contractor” at the end of the Paragraph.

SCC 8.6.1.4 Substitute the word “Contractor” in the sixth line with “Employer”.

SCC 8.6.2 Substitute the word “Contractor” in the third line with “Employer”.

SCC 8.6.4 Substitute the word “Contractor” in the second line with “Employer”.

SCC 8.6.5 Substitute the word “Employer” in the fourth line with “Contractor”.

SCC 8.6.6 Substitute the word “Contractor” with “Employer”, and “Employer’s Agent” with “Contractor”, and insert the words “upon request” after the word “shall” and before the word “produce”.

SCC 8.6.7 Substitute the word “Contractor” with “Employer,” and “Employer” with “Contractor”, wherever they appear in this Sub-clause.

**Add the following at the end of Sub-Clause 8.6.7:**

SCC 8.6.8 The requirements and procedures set out under Annexure C5.1 included under Section C.5 Annexures shall apply to the Contract.

## SCC 9.1 Termination of Contract

### SCC 9.1.4 Increased Costs

**Add the following at the end of Sub-Clause 9.1.4:**

The provisions of this Sub-clause shall only apply in the event of actual termination of the Contract.

## SCC 10.1 Contractor’s claim

### SCC 10.1.4 Contractor’s failure to comply with notice period

***Insert the following words in the 3<sup>rd</sup> line after “Clause 10.1.2”:***

“or the Contractor fails to comply with the requirements of Clause 10.1.1.3”.

**SCC 10.1.5 Employer’s Agent’s ruling on Contractor’s claim**

***Add the following after the existing wording:***

“and provided that:

10.1.5.3 in the event that the Employer is required to give specific approval for the said period of 28 days to be extended (as required by Clause 3.2.3 and as stated in the Contract Data), and the Employer’s Agent fails to obtain such specific approval within the said 28 day period, the Contractor’s claim shall be deemed to have been rejected in its entirety.”

**SCC 10.2 Dissatisfaction claim**

**SCC 10.2.3 Employer’s Agent’s ruling on dissatisfaction**

***Add the following after the first sentence:***

“provided that, in the event that the Employer’s Agent fails to give his ruling within the said period of 28 days, the Contractor’s dissatisfaction claim shall be deemed to have been rejected in its entirety.”

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C1.13.

**C1.2.2 CONTRACT DATA****PART 1: DATA PROVIDED BY THE EMPLOYER****CONTRACT SPECIFIC DATA**

The following Contract Specific Data, referring to the General Conditions of Contract as stated above, are applicable to this Contract:

<b>COMPULSORY DATA</b>	
<b>GCC Ref. Clause No.</b>	
1.1.1.15	<b>Name of Employer: Umgeni Water</b>
1.2.1.2	<p><b>Address of Employer:</b></p> <p>Physical: 310 Burger Street Pietermaritzburg 3201 KwaZulu-Natal</p> <p>Postal: P O Box 9 Pietermaritzburg 3200 KwaZulu-Natal</p> <p>Telephone:  033 341 111  </p> <p>Facsimile: 033 341 1167</p> <p>E-mail:  info@umgeni.co.za  </p>
1.1.1.16	<b>Name of Employer's Agent:</b>  Njabulo Kheswa
1.2.1.2	<p>Physical: 310 Burger Street Pietermaritzburg 3201 KwaZulu-Natal</p> <p>Postal: P O Box 9 Pietermaritzburg 3200 KwaZulu-Natal</p> <p>Telephone No:  01338461833  </p> <p>E-mail:  Njabulo.kheswa@umgeni.co.za </p>
1.1.1.13	<b>The Defects Liability Period</b> is 12 months
1.1.1.26/ 6.7.1	<b>The Pricing Strategy</b> is  Re-measurement Contract
5.3	<b>Commencement of Works</b>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> <li>1. Health and Safety Plan (Refer to Clause 4.3);</li> <li>2. A signed agreement between the Employer and the Contractor for the works to be completed by the Contractor in terms of the provision of Section 37(2) of the Occupational Health and Safety Act ( Act No 85 of 1993) and the Construction regulations of February 2014. (Refer to Clause 4.3);</li> <li>3. Proof of payment to the Employer, that the Contractor had paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act ( No 130 of 1993). (Refer to Clause 4.3);</li> <li>4. Initial Programme (Refer to Clause 5.6);</li> <li>5. Security (Refer to Clause 6.2.1 below);</li> <li>6. Insurance (Refer Clause 8.6); and</li> </ol> <p>Information and documents required from the Contractor for a construction work</p>

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	permit (if applicable) issued in terms of Regulation 3 of the Construction Regulations, 2014 (Refer to SCC 4.5.2, SCC 4.5.3, SCC 4.5.4 and SCC 5.3.1 above
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 (fourteen) days.
5.5.1/ 1.1.1.14	
5.6.1 & SCC 5.3.1	<b>Programme</b> The Contractor shall deliver his programme of works within 14 (fourteen) days from the Commencement Date. <b>Note: Refer to Project Specifications regarding required format, etc.</b> []
5.8.1 & 5.1.1.1	<b>Non-working times and special non-working days</b> The non-working days are Sundays.  The special non-working days are:  1. all public holidays as declared in terms of Section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994); and 2. the year-end break commencing with the close of business on the last working day prior to 16 December and ending with the start of business on the 1 <sup>st</sup> working day in January of the next year.
5.13.1	<b>Penalty for Delay</b> The penalty for failing to complete the Works by the Due Completion Date shall be R 2 000.00 (inclusive of VAT) per day.
5.16.3	<b>Latent Defects Liability Period</b> The latent defects liability period is 1 (one) Year
6.2.1 & 6.2.2	<b>Security</b> The security to be provided by the Contractor shall be a Performance Guarantee (Demand Guarantee) of 10% (ten percent) of the Contract Sum (inclusive of VAT) delivered within the time stated in Clause 5.3.2 above. The Guarantee shall remain valid and enforceable until the Certificate of Completion is issued, where after the Guarantee shall be returned to the Contractor.  Should the Contractor fail to provide the required Performance Guarantee within the time period stated in Clause 5.3.2 above, or if the Performance Guarantee differs substantially from the <i>pro forma</i> included under Section C1.3 Form of Guarantee, a security of 10% (ten percent) of the Contract Sum shall be retained by the Employer, in addition to the retention withheld in terms of Clause 6.10.3 below, subject to the provision that the Contractor may, at any time during the course of the Contract, provide a correctly worded and valid Performance Guarantee in fulfillment of his obligations under the Contract in order to have the security being withheld for this purpose released to him.
6.5	<b>Dayworks</b>
6.5.1.2.3	The percentage allowances to cover overhead charges for dayworks which has not been included in the Dayworks Schedule, are as follows: 50% of the gross remuneration of workmen and hourly paid foremen actually engaged in the dayworks;

## C1.15.

	15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment, for which dayworks rates have been quoted at tender stage.
6.10	<b>Payments</b>
6.10.1.5	The percentage limit for Plant and materials referred to in Clause 6.9.1 not yet supplied to Site or not yet built into the Permanent Works is: 80%.
6.10.3	<b>Retention Money</b> The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price. <b>A guarantee in lieu of retention money is not permitted.</b>
8.6.1	<b>Insurance cover requirements should be confirmed on award</b>
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0 (Nil Rand) (exclusive of VAT).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R1 000 000 (One Million Rand) (exclusive of VAT).
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R10 000 000 (Ten Million Rand) (inclusive of VAT).
8.6.1.5	The Contractor is required to provide the following additional or varied insurances: N/A
8.6.2	Deductibles for which the Contractor is liable for payment are: (subject to annual escalation(s) as per Umgeni Water annual summary of insurance arrangements and claims procedure).
8.6.2.1	Contract Works Deductible – R25 000 (Twenty Five Thousand Rand) (exclusive of VAT) for each and every incident.
8.6.2.2	Public Liability Deductible – R 15 000 (Fifteen Thousand Rand) (exclusive of VAT) for each and every incident.
8.6.2.3	SASRIA Deductible – 0.1% (Zero Point One Percent) of contract value minimum R 2 500 (Two Thousand Five Hundred Rand) maximum R 25 000 (Twenty Five Thousand Rand) (exclusive of VAT) for each and every incident.
10.5	<b>Adjudication</b> Dispute resolution shall be by <i>ad-hoc</i> adjudication.  The Adjudication Board Rules in GCC 2015 shall apply.  The Pro Forma Adjudication Board Member Agreement (GCC 2015 Appendix 5) shall be used for the appointment of members.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7.1	<b>Arbitration</b> If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.
<b>OPTIONAL DATA</b>	
3.2.3	<b>Specific approval of the Employer required</b> The Employer's Agent shall obtain the <u>specific approval</u> of the Employer in writing before carrying out any of the following: (1) Any expenditure beyond the approved Contract Sum as defined in terms of Clause 1.1.1.11.

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	<p>(2) The issuing of any instruction to the Contractor to commence carrying out of the Works in terms of <b>Clause 5.3.1</b>.</p> <p>(3) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3.</p> <p>(4) The reduction of a penalty for delay in terms of Clause 5.13.2.</p> <p>(5) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.</p> <p>(6) The agreeing of any adjustment of the sums for general items in terms of Clause 6.11.1.</p> <p>(7) Authorizing the Contractor to repair and make good in terms of Clause 8.2.2.2.</p> <p>(8) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1.</p> <p>(9) Changes to the Specifications related to Equipment and Materials which may have an impact on the Operation &amp; Maintenance (O&amp;M) of the Works.</p> <p>The onus shall be on the Contractor to obtain confirmation of the Employer's specific approval in respect of the above.</p> <p>Any instruction by the Employer's Agent that is given without the Employer's specific approval shall have no force or effect, and the Contractor shall have no claim against the Employer under such circumstances.</p>
5.4	<b>Access to the Site</b>
5.4.2 and C4.2	The access to and possession of the site shall not be exclusive to the Contractor.
6.8	<b>Adjustment in rates and/prices</b>
6.8.2	Contract Price Adjustment will not be applicable.
6.8.3	<p><b>Variation in cost of special materials</b></p> <p>Price adjustments for variations in the cost of special materials <del>not</del> allowed.</p>
<b>CONTRACT PRICE ADJUSTMENT SCHEDULE (if applicable in terms of Clause 6.8.2 above)</b>	
	<p>Values of the coefficients shall be:</p> <p><b>X</b> = 0,15;    <b>a</b> (labour) = 0,30    <b>b</b> (plant) = 0,25;    <b>c</b> (materials) = 0,35;    <b>d</b> (fuel) = 0,10</p> <p><i>Note to compiler: These coefficients are to be checked for each individual contract</i></p> <p>The Site is situated in: ..... Province.</p> <p>The base month is: ...month and year... (the month prior to that in which tenders closed).</p> <p><i>Note to compiler: The values for the above indices are only examples and need to be changed to suit the nature of the Works, especially where materials are supplied by the Employer. The indices may be found at <a href="http://www.statssa.gov.za">www.statssa.gov.za</a>. The latest indices for L (certain urban areas only), P, M and F, may more readily be found at <a href="http://www.safcec.org.za">www.safcec.org.za</a> under "CPAF Indices</i></p> <p><b>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa (if the indices are published by a different organisation, for example SEIFSA, then delete "Statistics South Africa" and replace by the applicable publishing organisation):</b></p>

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	<ol style="list-style-type: none"><li>1. "L" is the "Labour Index" and shall be the (... give the name of the relevant labour index ...) and as published in the (... give the name of the statistical publication where the index can be found).</li><li>2. "P" is the "Contractor's Equipment Index" and shall be the (... give the name of the relevant Contractor's Equipment index ...) and as published in the (... give the name of the statistical publication where the index can be found).</li><li>3. "M" is the "Materials Index" and shall be the (... give the name of the relevant materials index ...) and as published in the (... give the name of the statistical publication where the index can be found).</li><li>4. "F" is the "Fuel Index" and shall be the (... give the name of the relevant fuel index ...) and as published in the (... give the name of the statistical publication where the index can be found).</li></ol>
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**PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the **General Conditions of Contract for Construction Works, Third Edition (2015)** in order to understand the implications of this Data which is required to be provided.

GCC REF. CLAUSE No																			
1.1.1.9	<b>Name of Contractor:</b> .....																		
1.2.1.2	<b>Address of Contractor:</b>  Physical: ..... Postal: ..... ..... .....  Telephone No: ..... Fax No: ..... E-mail: .....																		
6.2.1	<b>Security</b> Security is to be provided by the Contractor shall be as stipulated in the data provided by the Employer in Clauses 6.2.1 and 6.2.2.																		
6.8.3	The variations in cost of special materials will be based on the following:  <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Special Material</th> <th style="text-align: left;">Unit</th> <th style="text-align: left;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Special Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Special Material	Unit	Rate or Price																	
.....	.....	.....																	
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**C1.3 FORM OF GUARANTEE**

**[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]**

**PRO FORMA FORM OF PERFORMANCE GUARANTEE - DEMAND GUARANTEE**

Name of Project: .....

Contract Number & Title: .....

Name and address of Beneficiary:

.....

(whom the Contract defines as the Employer)

We have been informed that (... name of Contractor and company registration number ...) (hereinafter called the "Principal") is your contractor under the above-named Contract, which requires him to obtain a Performance Guarantee.

At the request of the Principal, we (... names and capacities of persons authorised to issue the guarantee ...) of (... name of Financial Institution registered with the Financial Services Board ...) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of (... amount in figures and words ...) (the "guaranteed amount"), upon receipt by us of your demand in writing and your written statement stating:

that the Principal is in breach of his obligation(s) under the Contract.

Any demand for payment must contain your authorised representative's signature. The demand must be received by us at this office on or before (... the date 70 days after the date on which the Completion Certificate for the Works is due to be issued ...), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Completion Certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within a period of 7 days, of your demand in writing and your written statement that the Completion Certificate has not been issued for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by South African Law and shall be subject to the Uniform rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

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

Guarantors' names and signatures: .....

Witnesses' names and signatures: .....

**C1.4 ADJUDICATION BOARD MEMBER AGREEMENT**

**[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]**

**PRO FORMA**  
**ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

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

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

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

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

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (ad hoc adjudication / standing adjudication)\* (Delete as applicable).

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

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

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7.4 A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

(Signature): ..... (Signature):..... (Signature):.....

Name:..... Name:..... Name:.....

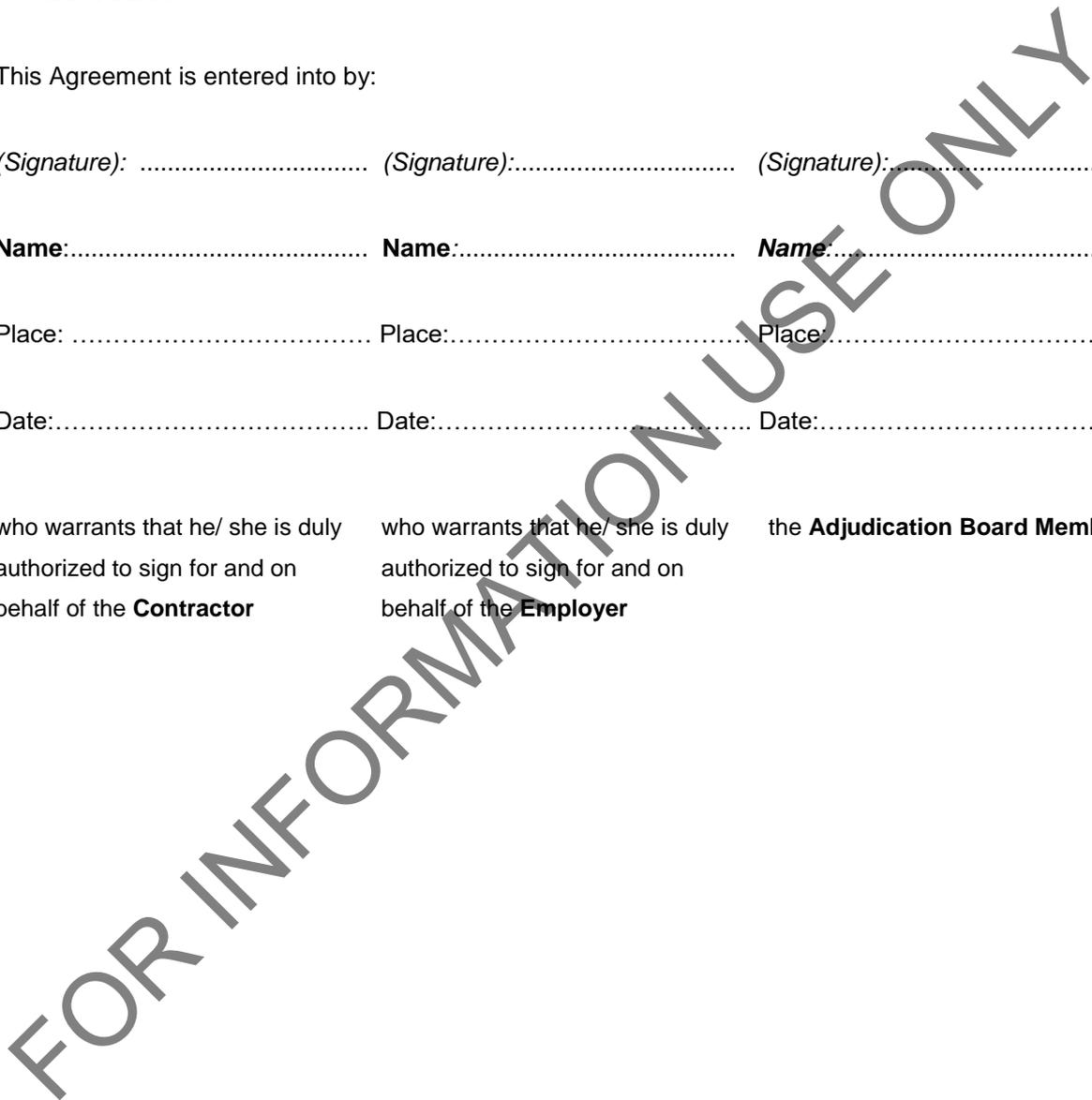
Place: ..... Place:..... Place:.....

Date:..... Date:..... Date:.....

who warrants that he/ she is duly authorized to sign for and on behalf of the **Contractor**

who warrants that he/ she is duly authorized to sign for and on behalf of the **Employer**

the **Adjudication Board Member**



**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993**

*[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]*

**PRO FORMA**  
**AGREEMENT IN TERMS OF SECTION 37(2) OF THE**  
**OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between .....  
(hereinafter called the EMPLOYER) of the one part, herein represented by: .....  
.....  
in his capacity as: ..... ;  
AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by: .....  
.....  
in his capacity as: .....  
duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No:** 2022/049. Darvill 4km Gravel Road Rehabilitation |

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended (hereinafter referred to as "the ACT");

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the Regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself / herself / itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.

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4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this Agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20 .....

Signature: .....

Name and Surname: .....

Capacity: .....

**Witness:**

1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20 .....

Signature: .....

Name and Surname: .....

Capacity: .....

**Witness:**

1. ....

2. ....

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**C2.1 PRICING INSTRUCTIONS****1. GENERAL**

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

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Employer's Agent at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Employer's Agent. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

**2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

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

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

**3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and for a Re-measurement Contract, will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Employer's Agent before the work is commenced and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

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

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

**4. PRICING OF THE BILL OF QUANTITIES**

All unit prices, extensions and totals must be filled in **black ink**. Unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on

## C2.2.

the Drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

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

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

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

## 5. GOODS AND SERVICES SOURCED INTERNATIONALLY

It will be the Contractor's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing to do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

## 6. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract for Construction Works, Third Edition (2015) (GCC 2015). The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. **Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated and any changes to same shall be considered to be an alternative tender and thus non-responsive.**

## 7. CORRECTION OF ENTRIES

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

**8. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition will be corrected by the Employer's Agent at the tender evaluation stage, as set out in the Standard Conditions of Tender Clause F3.9.

**9. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the GCC 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

**10. CONTINGENCY**

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by written order of the Employer as a Variation Order.

**11. ASSET CODES**

The alphabetical characters appearing in the "AC" column (if applicable) in the Bill of Quantities are for the Employer's administrative purposes only and do not have any relevance to the rates tendered.

*Note to document compiler: The extreme right hand column of the BoQ is to be titled "AC" and the relevant Asset Code from the list below inserted for each major section in the BoQ.*

C = Civil infrastructure

**12. UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percentage
MPa	=	megapascal	pers. Days	=	person days
kW	=	kilowatt			

C2.4.

**C2.2 BILL OF QUANTITIES**

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
<b>1.0</b>	<b>SANS 1200A</b>	<b>PART 1: PRELIMINARY AND GENERAL</b>				
<b>1.1</b>	<b>8.3</b>	<b>FIXED-CHARGE ITEMS</b>				
1.1.2		Maintenance of H&S File and Environmental File) and COVID-19 safety	Sum	1		
1.1.3	8.3.2.2.a	Offices and storage sheds	Sum	1		
1.1.4	8.3.2.2.e	Ablution and latrine facilities: provision of portable chemical toilets ( Darvill 4km Gravel Road)	Sum	1		
1.1.5	8.3.2.2.f	Tools and equipment	Sum	1		
1.1.6	8.3.2.2.g	Water supplies, electric power and communications	Sum	1		
1.1.7	8.3.2.2.h	Dealing with water and other services	Sum	1		
1.1.8	8.3.4	Removal of establishment on completion including all rehabilitation	Sum	1		
1.1.9	PS 2.1.8	All health and safety requirements including Personal Protective Equipment (PPE)	Sum	1		
<b>1.2</b>		<b>TIME-RELATED ITEMS</b>				
1.2.1	8.4.1	Contractual Requirements	week	8		
1.2.2		Maintenance of H&S File and Environmental File)	week	8		
		<b>Facilities for contractor</b>				
1.2.3	8.4.2.2.a	Offices and storage sheds	week	8		
1.2.4	PSAB 3.2	Ablution and latrine facilities: Maintenance of three portable chemical toilets	week	8		
1.2.5	8.4.2.2.f	Tools and Equipment	week	8		
1.2.6	8.4.2.2.g	Water supplies, electric power and communications	week	8		
<b>1.3</b>		<b>BUDGETARY ALLOWANCE</b>				
1.3.1		Allow for repairs, alterations and/or additions to existing roads used as diversions	Sum	1		\ 100 000
1.3.2		Allow for surveying, finishing road and road reserve on completion	Sum	1		120 000
<b>PART 1: AMOUNT CARRIED FORWARD</b>						

C2.5.

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
<b>PART 1: AMOUNT BROUGHT FORWARD</b>						
<b>1.4</b>		<b>DAYWORKS</b>				
<b>1.4.1</b>	<b>8.7</b>	<b>LABOUR</b>				
1.4.1.1		Unskilled Labour	hrs	30		
1.4.1.2		Semi-Skilled Labour	hrs	30		
1.4.1.3		Construction Hand and Operator	hrs	30		
1.4.1.4		Foreman	hrs	30		
<b>1.4.2</b>	<b>8.4.2.2.j PSDA 4</b>	<b>PLANT</b>				
		Tenderers are to insert the hire rate at which each item will be charged, which is to cover all relevant costs of plant hire, including operating crew and fuel.				
1.4.2.1		Motor grader 180 HP : or equivalent	hrs	18		
1.4.2.2		Vibrating Smooth Roller Compactor : 10 ton	hrs	18		
1.4.2.3		Trucks : 7 t or equivalent	hrs	18		
1.4.2.4		Excavator	hrs	18		
1.4.2.5		Water tanker 12kl	hrs	18		
1.4.2.6		Plate compactor and 1 ton hand driven roller	hrs	18		
<b>SUB-TOTAL PART 1: AMOUNT CARRIED FORWARD TO SUMMARY PAGE</b>						

C2.6.

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
5.1		<b>PART 2: DARVILL GRAVEL ROAD</b>				
		<b>EARTHWORKS</b>				
5.1.1		Removal of 200mm thick top soil and make the surface even using grader	m <sup>3</sup>	2400		
5.2		Earthworks concrete strips (500 x 500 x200mm)				
5.2.1		Excavation for concrete strips	m <sup>3</sup>	325		
		Earthworks for (1.2mx0.8m) concrete pipe				
5.2.2		Excavation for 600mm diameter concrete pipe not exceeding 1.5m deep	m <sup>3</sup>	70		
5.3		<b>TEMPORAL TRAFFIC CONTROL FACILITIES</b>				
5.3.1		a] flagmen	day	30		
5.3.2		b] portable stop and go signs	No	2		
5.3.3		Compaction test	No	20		
5.4		<b>DRAINS</b>				
		Excavation for open drains				
		a] excavating soft material situated within the following depth ranges below the surface level				
5.1.1		1. 0m to 1.5m	m <sup>3</sup>	108		
5.1.2		b] extra over sub item 5.1.1 for excavation in hard material irrespective of depth	m <sup>3</sup>	36		
5.1.3		Clearing and shaping existing open drains	km	4		
		<b>SUB TOTAL PART 2 : CARRIED FORWARD TO SUMMARY</b>				

C2.7.

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
6.1		<b>PART 3: MASS EARTHWORKS AND RIPPING EXISTING GARVEL ROAD</b>				
6.1.2		Road preparation by ripping	Km	4		
		Watering ripped gravel road	Km	4		
6.1.3		Three-roller-passes with grid roller and compaction of material to 98% Mod AASHTO density	Km	4		
6.1.4		In situ treatment of road bed by ripping	Km	4		
6.1.5		Compaction test	No	20		
6.2		<b>G7 MATERIAL FROM COMMERCIAL SOURCE</b>				
6.2.1		Supply and apply G7 material into two layers of 250mm	Km <sup>3</sup>	6		
6.2.2		Three-roller-passes with grid roller and compaction of material to 98% Mod AASHTO density	Km	4		
		<b>SUB TOTAL PART 6: CARRIED FORWARD TO SUMMARY</b>				

C2.8.

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
7.1		<b>PART 4: SUPPLY, LAY BEDDING SAND, BIDIM CLASS2 MATERIAL AS WELL AS 0.5M DIAMETER CONCRETE PIPE</b>				
7.1.1		Compact-drainage trenches	m <sup>2</sup>	72		
7.1.2		Supply and lay bedding sand	m <sup>3</sup>	128		
7.1.3		Supply and lay bidim material	m	72		
7.1.4		Supply and lay 500mm diameter concrete pipe	m	72		
7.1.5		In situ treatment of road bed by ripping	Km	4		
7.1.6		Watering ripped gravel road	Km	4		
7.1.7		Three-roller-passes with grid roller and compaction of material to 98% Mod AASHTO density	Km	4		
7.2		<b>G5 MATERIAL FROM COMMERCIAL SOURCE</b>				
7.2.1		Supply and apply G5 material into two layers of 250mm	m <sup>3</sup>	60		
7.2.2		Three-roller-passes with grid roller and compaction of material to 98% Mod AASHTO density	Km	4		
7.2.3		Backfill the trenches	m <sup>3</sup>	425		
7.2.4		Compaction test	No	20		
<b>SUB TOTAL PART 4: CARRIED FORWARD TO SUMMARY</b>						

C2.9.

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
8.1		<b>PART 5: 35 Mpa CONCRETE AND MESH WIRE REF 193</b>				
8.1.1		Supply and install mesh wire ref 193 to concrete road surface	m <sup>2</sup>	240		
8.1.2		Supply and install formwork to sides for concrete slab not exceeding 300mm thick	m	166		
8.1.3		Supply, pour and vibrate 35Mpa of concrete road surface	m <sup>3</sup>	36		
8.1.3		Making and testing set of three (150 x 150 x 150mm) concrete test cubes	No	12		
8.1.4		Finishing top surface of concrete with a wood float	m <sup>2</sup>	240		
8.1.5		6 x 40mm Saw cut joints on top of concrete surface	m	160		
		<b>SUB TOTAL PART 5 : CARRIED FORWARD TO SUMMARY</b>				

C2.10.

**SUMMARY OF BILL OF QUANTITIES**

PART	DESCRIPTION	AMOUNT R-C
PART 1	PRELIMINARY AND GENERAL	
PART 2	DARVILL GRAVEL ROAD	
PART 3	MASS EARTHWORKS AND RIPPING EXISTING GRAVEL ROAD	
PART 4	SUPPLY, LAY BEDDING SAND, BIDIM CLASS2 MATERIAL AS WELL AS 0.5M DIAMETER CONCRETE PIPE	
PART 5	35 Mpa CONCRETE AND MESH WIRE REF 193	
<b>A SUBTOTAL</b> .....		
<b>B CONTINGENCIES</b> Add 10% of Subtotal A		
<b>B VALUE ADDED TAX</b> Add 15 % of Subtotal G <i>(Provisional sum based on current rate of VAT)</i>		.....
<b>TOTAL (A+B) CARRIED TO FORM, C1.1, FORM OF OFFER</b>		

SIGNED ON BEHALF OF TENDERER: .....

**C3.1 STANDARD SPECIFICATIONS C3.2****C3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS C3.3**

INTRODUCTION.....	C3.2
PSAA: GENERAL .....	C3.2
<b>PSAB: EMPLOYER'S AGENT'S OFFICE .....</b>	<b>C3.2</b>
PSC: SITE CLEARANCE .....	C3.2
PSDA: EARTHWORKS (Small Works).....	C3.2
PSDB: EARTHWORKS (Pipe Trenches).....	C3.2
PSDK: GABIONS AND PITCHING .....	C3.2
PSGA: CONCRETE (Small Works) .....	C3.2
PSHA: STRUCTURAL STEELWORK (Sundry Items).....	C3.2
PSHC: CORROSION PROTECTION OF STRUCTURAL STEELWORK .....	C3.2
PSL: MEDIUM PRESSURE PIPELINES .....	C3.2
PSLB: BEDDING (Pipes).....	C3.2
PSLE: STORMWATER DRAINAGE .....	C3.2

**C3.3 UMGENI WATER PARTICULAR SPECIFICATIONS C3.6****C3.4 AMENDMENTS TO THE UMGENI WATER PARTICULAR SPECIFICATIONS C3.7****C3.5 PROJECT SPECIFICATIONS C3.9**

STATUS .....	C3.9
PS-1 PROJECT DESCRIPTION.....	C3.9
PS-2 OVERVIEW AND DETAILS OF CONTRACT .....	C3.9
PS-3 DESCRIPTION OF SITE AND ACCESS .....	C3.9
PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS .....	C3.10
PS-5 DRAWINGS.....	C3.10
PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS.....	C3.10
PS-7 CONSTRUCTION PROGRAMME .....	C3.11
PS-8 SITE FACILITIES AVAILABLE.....	C3.12
PS-9 SITE FACILITIES REQUIRED .....	C3.12
PS-10 OCCUPATIONAL HEALTH AND SAFETY .....	C3.12
PS-11 ENVIRONMENTAL MANAGEMENT .....	C3.13
PS-12 SELECTED SUBCONTRACTORS .....	C3.14
PS-13 Project Specific Spec.....	C3.14

**C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200 series. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

*("SABS" has been changed to "SANS, without change to the contents of the specifications.)*

AA	1986	-	GENERAL (Small Works)
AB	1986	-	EMPLOYER'S AGENT'S OFFICE
C	1982	-	SITE CLEARANCE
DA	1990	-	EARTHWORKS (Small Works)
DB	1989	-	EARTHWORKS (Pipe Trenches)
DK	1984	-	GABIONS AND PITCHING
DM	1981	-	EARTHWORKS (Roads, Subgrade)
GA	1982	-	CONCRETE (Small Works)
HA	1990	-	STRUCTURAL STEELWORK (Sundry Items)
HC	1988	-	CORROSION PROTECTION of STRUCTURAL STEELWORK
L	1983	-	MEDIUM PRESSURE PIPELINE
LB	1983	-	BEDDING (Pipes)
LC	1981	-	CABLE DUCTS
LE	1982	-	STORMWATER DRAINAGE
LG	1983	-	PIPE JACKING
MM	1984	-	ANCILLARY ROADWORKS

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts  
Part 1: General Engineering and Construction Works;  
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor;  
Part 5: Earthworks activities which are to be performed by hand;

**Preface on Interim Situation until Full Suite of SANS Series of Specifications are Available**

The Bill of Quantities is based on the SABS 1200 system of specifications and measurement.

Where SANS specifications are available, these have been incorporated into the "Contract" section of this document.

Where overlapping specifications from the SANS 2001 series of specifications occur the appropriate SABS 1200 specifications have been incorporated in the Project Specifications. In such cases, the requirements of the latter shall prevail over the requirements of the SANS specification(s).

The payment clauses in the Bill of Quantities are based on the SABS 1200 series of specifications for consistency and the Tenderer is required to ensure that he has priced all of the requirements pertaining to the SABS specifications.

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**C3.2 AMENDMENTS TO STANDARD SPECIFICATIONS****INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications

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*PSAA : GENERAL (Small Works)*  
(Applicable to SABS 1200 AA – 1986)

**PSAA 3 MATERIALS****PSAA 3.1 Quality and Samples***Add to the Sub-Clause:*

No used or recycled material may be used in the Works unless expressly authorized by the Employer's Agent.

Materials specified as being to the approval of a Standards Bureau shall bear the official mark of the appropriate standard.

Samples of concrete aggregates and pipe bedding material are to be delivered to an approved laboratory.

**PSAA 4 PLANT****PSAA 4.1 Contractor's Office and Stores (Refer SANS 1921-1 Clause 4.14)***Add to the Sub-Clause:*

Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place an area of ground at the disposal of the Contractor at the pipe yard site to enable him to erect his site offices, workshops and stores. The temporary facilities and ablution facilities shall comply with the requirements of the Local Authority.

On completion of the Works or as soon as the Contractor's facilities are no longer required the Contractor shall remove such facilities and clear away all surface indications of their presence. The site is to be rehabilitated as described elsewhere.

**PSAA 5 CONSTRUCTION****PSAA 5.1.2 Preservation and Replacement of Pegs Subject to Land Survey Act (Refer SANS 1921 - 1 Clause 4.15)***Add to the Sub-Clause:*

Before the commencement of construction work in the vicinity of boundaries, the Contractor, under the direction of the Employer's Agent, shall search for plot pegs where boundaries have not been established by the erection of walls or fences and the Contractor shall compile a list of such pegs that are apparently in their correct positions. At the completion of the contract, the Contractor shall expose the pegs that were listed at the commencement of the construction and the Employer's Agent will arrange for any such pegs that are missing to be replaced at the Contractor's expense.

All plot boundary pegs shall be marked with fencing droppers which shall be painted.

As the construction of the Works may necessitate the removal and re-location of certain survey beacons the Employer will make the necessary application to the Surveyor-General and, notwithstanding the provisions of Sub-Clause 5.1.2 will meet the costs of the re-survey by a Land Surveyor of these servitude beacons in their new position.

C3.5

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The Employer will accordingly indemnify the Contractor against all costs implied in Sub-Clause 5.1.2 in respect of those beacons which may have to be removed by the Contractor.

The Employer's Agent will arrange for any pegs that are missing to be replaced at the Contractor's expense.

All survey reference marks shall be clearly marked and protected by the erection of three fencing standards.

[       ]

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### **C3.3 UMGENI WATER PARTICULAR SPECIFICATIONS**

In addition to the SABS Standard Specifications, the following Umgeni Water Particular Specifications shall apply to this contract. They are not bound in with this Volume but are issued separately in Volume 3 as “Annexure to C3.3: Umgeni Water Particular Specifications”.

Umgeni Water Particular Specification for OHASA 1993 Health and Safety

Umgeni Water Particular Specification for 164mm to 2230mm Diameter Steel Pipes, Specials, Coatings and Linings

Umgeni Water Particular Specification for Wedge Gate and Resilient Seal Valves

Umgeni Water Particular Specification for Valves

Umgeni Water Particular Specification for Air Release and Vacuum Break Valves

Umgeni Water Particular Specification for Fixing of dowels and Anchor Bolts

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**C3.4 AMENDMENTS TO THE UMGENI WATER PARTICULAR SPECIFICATIONS**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials and / or methods of construction and / or for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

**C3.4.1 UMGENI WATER PARTICULAR SPECIFICATION FOR 164mm to 2230mm DIAMETER STEEL PIPE, SPECIALS, COATINGS AND LININGS (copy is bound into this document)****1.1 SCOPE****Darvill earth road (4km)**

- Rip the existing road using Motor grader 180 HP or similar and approved machinery
- Watering of the ripped material with water tanker for dust suppression and easy bonding of the particles/ material
- Compact the ripped material with the compactor to 98% Mod AASHTO
- Supply and lay G5 material to fill part of the road that badly eroded
- Supply and lay bedding sand and bidim
- Supply and lay 0.6m diameter concrete storm water pipes to improve the drainage system.
- Supply and lay Ref 193 mesh wire
- Supply and lay 35Mpa concrete for road strips

**C3.5 PROJECT SPECIFICATIONS****STATUS**

The Project Specifications (PS) forms an integral part of the contract and supplements the Standard Specifications and Umgeni Water Particular Specifications. They contain a general description of the works, the site and the requirements to be met.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications and the drawings and / or the Bill of Quantities, the drawings take precedence, thereafter the Bill of Quantities. In all events, the discrepancy shall be brought to the attention of the Employer's Agent before the execution of the work under the relevant item.

**3.5.1 QUALITY ASSURANCE**

The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery.

The Employer shall inspect all of the above at the fabricator or corrosion applicator and release same for delivery with a 48 hour written notice.

**PS 1 PROJECT DESCRIPTION**

Darvill gravel road (4km) is the road that leads to the dam that collects treated wastewater from Darvill Wastewater treatment plant as the final effluent into the river. The state of the gravel road have deteriorated badly some section of the road is very difficult to drive onto.

The drainage system also need to be address reason being with lack of drainage system the water becomes stagnant creating water pockets that result in damaging of the road surface, creating mud which reduces drive ability and also results to soil erosion

**PS 2 OVERVIEW AND DETAILS OF CONTRACT****PS 2.1 Overview**

**The main components of the contract comprise:**

**PS 2.2** *Darvill 4km gravel road rehabilitation*

**PS 3 DESCRIPTION OF SITE AND ACCESS**

Site will be accessible to the contractor upon signing of the contract

**PS 4 NATURE OF GROUND AND SUBSOIL CONDITIONS**

There is not geotechnical studies conducted the rehabilitation is on the existing roads

**PS 5 DRAWINGS  
N/A****PS 5.1 Drawings Prepared by Employer**

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the "Rev. No." column below indicate the revision status of these drawings.

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the drawings for construction purposes and any instructions required for the commencement of the works. Further drawings detailing reinforcement and bending schedules for the concrete chambers will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer's Agent will issue further drawings as may be necessary for adequate construction, completion and defects correction of the works. The work shall be carried out in accordance with the latest available revision of the drawings.

DWG No.	REV No.	DESCRIPTION
		DRAWING LIST, PLAN INDEX & LOCALITY PLAN
45092	-	TYPICAL DETAIL – CONTRACT SIGNBOARD – UW STD

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the Contract.

## PS 6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

The following parts of SANS 1921 Construction and management requirements for works contracts and associated specification data are applicable:

- SANS 1921-1 General engineering and construction works
- SANS 1921-2 Accommodation of Traffic on Public Roads

The associated specification data are as follows:

Clause	Specification data associated with SANS 1921- 1
	<b>Essential Data</b>
4.1.7	The requirements for drawings, information and calculations for which the Contractor is to be responsible is detailed in the project specifications.
4.2.1	The responsibility strategy assigned to the Contractor for the works is [A.]
4.3	The planning, programme and method statements are to comply with the following: <ol style="list-style-type: none"> <li>1) The programme shall be prepared in bar (Gantt) chart form, preferably using a project management software tool such as <i>Microsoft Project</i> and shall be issued to the Employer's Agent in both hard copy and electronic format. The programme shall be structured to cover all items of work conceivable including all work to be done by Sub-Contractors and shall clearly indicate the critical path</li> <li>2) The programme must clearly show the intermediate milestone dates to be achieved taking the indicative construction sequences into account.</li> <li>3) In addition to any other constraints the construction sequence and timing shall take into account [ ]</li> <li>4) Regular meetings must be held with the Employer's Agent.</li> <li>5) Method statements shall be prepared in accordance with the requirements of the project specifications.</li> </ol>
4.3.3	The period of notice shall be a minimum of [one working day].
	<b>Variations</b>

Clause	Specification data associated with SANS 1921- 1
All relevant	In all clauses where it appears, replace the word "Employer" with "Employer's Agent"
4.1.10	Where reference is made to "SANS 2001", substitute with "SABS 1200"
	<b>Additional Clauses</b>
4.6 (e)	Managing and disposing of water will include for by-pass arrangements, of temporary earthworks, cofferdams, pumping equipment, well-pointing, de-watering equipment etc. for dealing with all possible flows whether or not the existing flow path is being interfered with during installation of pipework.
4.7.4	No blasting will be permitted within 10m of any structure, pipeline or service unless the Contractor can satisfy the Employer's Agent that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Contractor will be required to provide equipment for and take vibro-recordings at no additional cost to the Employer.
4.8.1	The Contractor shall be responsible for protection from damage to any structures or services that might be affected by the excavations or works. The Contractor shall, before submitting his tender, carefully study the tender drawings and inspect on site the routes of the proposed pipelines and structures to be constructed in close proximity to existing structures and services and make due allowance in his rates for protection of structures and services by use of special construction methods such as close shoring, sheet piling.

## PS 7 CONSTRUCTION PROGRAMME (Read with SANS 1921-1:2004 Clause 4.3)

### PS 7.1 Preliminary Programme

The preliminary programme submitted as part of the Tender Returnable Documents shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

### PS 7.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

The Contractor shall indicate on the programme all critical path activities. In this regard, the Contractor's attention is drawn to Clause 5.12 of the General Conditions of Contract,

where consideration will only be given to claims for extension of time associated with critical path activities.

The Contractor's attention is drawn to PS 6 Clause 4.3

**PS 8 SITE FACILITIES AVAILABLE**

**PS 8.1 Contractor's Site Establishment** *(Read with SANS 1921 - 1 : 2004 Clause 4.14)*

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.

**PS 8.2 Accommodation of Employees**

**PS 8.3 Power Water and other Services**

**PS 9 SITE FACILITIES REQUIRED**

**PS 9.1 Employer's Agent's Office**

Refer to the amendments to the Standardized Specifications PSAB 3.2 to PSAB 5.5

**PS 9.2 Rented Accommodation**

**PS 10 OCCUPATIONAL HEALTH AND SAFETY** *(Read with SANS 1921 - 1: 2004 Clause 4.18 and the Particular Specification for Construction Health and Safety)*

**PS 10.1 General Statement**

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), and the Construction Regulations 2014 issued under Section 43 of the OHASA by the Minister of Labour.

For the purpose of this Contract, the Contractor is required to confirm his status as mandatary of the Employer for the execution of the Contract by entering into an agreement with the Employer in terms of the OHASA by executing the Agreement under C1.5 included in Section C1: Agreements and Contract Data.

**PS 10.2 Health and Safety Specifications and Plans to be submitted at Tender Stage**

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Contractor's Health and Safety Plan

The Occupational Health and Safety Plan should be submitted at tender stage so as enable the Employer to determine whether the Contractor is capable of fulfilling the requirements of Construction Regulation 5(1)(h).

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the Contract. His Health and Safety Plan must at least cover the following:

## C3.12

- 
- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 7 to 30 inclusive;
  - (ii) pro-active identification of potential hazards and unsafe working conditions;
  - (iii) provision of a safe working environment and equipment;
  - (iv) statements of methods to ensure the health and safety of Sub-Contractors, employees and visitors to the site, including safety training in hazards and risk areas;
  - (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
  - (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works;
  - (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014; and
  - (viii) all other information and documentation that is required by the Employer, the Employer's Agent, or the agent who acts as a representative for the Employer, in order to enable the Employer to apply for a construction work permit in terms of Construction Regulation 3(1) (if required by law).

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or his agent appointed as contemplated under the relevant provisions of the Construction Regulations 2014, and the Contractor's Health and Safety Plan may be required to be amended if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan, and before the requirements of Construction Regulation 3, or Construction Regulation 4, as applicable, have been complied with.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, or any failure on the part of the Contractor to submit the required information or documentation in support of the application for a construction work permit (in terms of Construction Regulation 3), or failure to give notification of construction work (in terms of Construction Regulation 4), as applicable, shall not be used as a reason to claim for extension of time or standing time and related costs.

**PS 10.3 Cost of Compliance with the OHASA and Construction Regulations 2014**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), the Construction Regulations 2014, and the Employer's Health and Safety Specification as applicable to this Contract.

Should the Contractor fail to comply with any of the provisions of the OHASA, Construction Regulations 2014, or Employer's Health and Safety Specification, he shall be liable for penalties as provided for in any of the aforementioned documents.

Items that may qualify for remuneration will be specified in the Health and Safety Specifications, or in the Project Specifications.

**PS 11 ENVIRONMENTAL MANAGEMENT**

A provisional sum has been included in the Bill of Quantities for the environmental rehabilitation to be carried out by a 'selected sub-contractor.

Refer to SANS 1921-1:2004 Clause 4.19 and PS 6 Clause 4.19.3 and to PS11 above

**PS 12 SELECTED SUB-CONTRACTORS**

Selected Sub-Contractors (refer to GCC 2015 Clause 4.4) shall be chosen and appointed as follows:

The Employer will prepare a detailed scope of work and/or specification for work to be done or goods to be supplied by a Selected Sub-Contractor.

The Employer and the Contractor will compile a list of firms or persons acceptable to both and who will be invited by the Contractor to submit tenders for the requisite work to be carried out or goods to be supplied by Selected Sub-Contractors. When the tenders are received they will be evaluated and the Employer will then indicate which tender he requires the Contractor to accept and he will advise the Contractor accordingly. The Contractor shall then accept that Tenderer and appoint him/her as a Selected Sub-Contractor.

The Contractor shall incorporate in the sub-contract, provisions that:

In respect of the work carried out or the goods that are the subject of the sub-contract, the Selected Sub-Contractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

The Selected Sub-Contractor shall also hold the Contractor harmless from and indemnify him against:

- Shortcomings in the sub-contract work if and where the work was designed by the Selected Sub-Contractor;
- Defects in the goods if and where the goods were manufactured and / or supplied by the Selected Sub-Contractor;
- Any negligence by the Selected Sub-Contractor, his / her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and

C3.14

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- Any claims as aforesaid.
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**C4.1 LOCALITY PLAN**

Darvill Earth Road located in Pietermaritzburg near Darvill Waste Water Treatment Works

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C4.2

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**C4.2 DESCRIPTION OF AND ACCESS TO THE SITE**

Darvill Earth Road located in Pietermaritzburg near Darvill Waste Water Treatment Works  
Site will be accessible to a contractor

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**C4.3 ATMOSPHERIC / CLIMATIC**

In terms of GCC 2015, Clause 5.12.2.2, extension of time will be considered for abnormal climatic conditions in accordance with the following:

The number of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in the table below. Only the number of days lost as a result of abnormal rainfall, exceeding the number of days listed in table, will qualify for consideration of extension of time.

**TABLE: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL**

MONTH	Expected number of working days lost as result of normal rainfall	Average monthly Rainfall (mm)
JANUARY	*3	146
FEBRUARY	3	100
MARCH	2	72
APRIL	2	56
MAY	1	30
JUNE	0	17
JULY	0	10
AUGUST	1	25
SEPTEMBER	3	73
OCTOBER	4	108
NOVEMBER	5	142
DECEMBER	*2	142
<b>TOTAL</b>	<b>26 days</b>	<b>921</b>

*(The average monthly rainfall figures quoted are for the period 2000 to 2009 from the Umzinto Waterworks rainfall station No U8E900P01 monitored by Umgeni Water on daily basis; they are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of days lost are based on the number of days in each month that rainfall exceeded 10mm. \* The number of working days lost for December and January allows for the builders' holidays from 16 December to 9 January)*

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal climatic conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal climatic conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall to abnormal climatic conditions, less the number of days allowed for as stated in the table above, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

*Note to compiler: Add other relevant climatic conditions as necessary.*

C4.4

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**C4.4 NATURE OF THE GROUND AND SUBSOIL CONDITIONS**

Geotechnical investigation was not conducted

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**C4.5 ENVIRONMENTAL**

**Environmental Assessment**

*No environmental assessment was done*

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**Environmental Management Plan (EMP)**

*No environmental management plan was done*

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**PART C5: ANNEXURES (omit if not applicable)**

**ANNEXURE to C1 Umgeni Water Insurance Summary and Claims Procedure**

**Disclaimer**

Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. Umgeni Water will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013. ]