

## BID NOTICE

### STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 12/24: EXTENSION OF EXISTING IRRIGATION NETWORK AT TECHNOPARK PHASE 2

TENDER NUMBER: **B/SM 12/24**

DESCRIPTION: **EXTENSION OF EXISTING IRRIGATION NETWORK AT TECHNOPARK PHASE 2**

CLOSING DATE: **2 October 2023**

CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 2SH or higher. (If intended to subcontract, the civil part of the tender, CIDB grading of 2CE is required from subcontractor. If not subcontract, bidder must have a 2SH or higher AND 2CE or higher)**

#### **INFORMATION:**

**Tender Specifications:** Wade van Der Merwe at 021 808 8747: e-mail: [Wade.Vandermerwe@stellenbosch.gov.za](mailto:Wade.Vandermerwe@stellenbosch.gov.za)

**SCM Requirements:** Gerald Kraukamp at 021 808 8519 e-mail: [Gerald.Kraukamp@stellenbosch.gov.za](mailto:Gerald.Kraukamp@stellenbosch.gov.za)

**Office hours for collection:** **08h00-15h30**

A Compulsory Clarification Meeting will be held on **15 September 2023 at 10:00 at the Intersection of Techno Avenue and Elektron Road, Stellenbosch. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant**

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with "**B/SM12/24: EXTENSION OF EXISTING IRRIGATION NETWORK AT TECHNOPARK**

**PHASE 2**," clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b>10</b>
<b>Location</b>	<b>10</b>
<b>Total points for Price, B-BBEE and Location</b>	<b>100</b>

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 504,00 per document.*

***Note: The Municipality will never contact you to pay money in exchange for the award of the tender***

G Mettler (Ms)  
**MUNICIPAL MANAGER**

## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 12/24: UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE2 .**

**TENDER NOMMER:** **UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE 2.**  
**BESKRYWING:**

**SLUITINGSDATUM:** **2 October 2023**

**TYD VAN SLUITING:** **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. **Tenderaars moet 'n geskatte KIOR kontrakteurgradering van ten minste 2SH of hoër hê (indien die siviele werk gesubkontrakeer gaan word, moet die subkontrakteur n KIOR krakteurgradering van 2CE of hoer he. In die bidder nie die siviele werk gaan subkontrakteer nie moet die bidder n KIOR krakteurgradering van 2SH en 2CE het)**

**NAVRAE:**

**Tender spesifikasies:** Wade Van der Merwe by 021 808 8747: e-pos: [Wade.Vandermerwe@stellenbosch.gov.za](mailto:Wade.Vandermerwe@stellenbosch.gov.za)  
**Vkb vereistes:** Gerald Kraukamp by 021 808 8519 e-pos: [Gerald.Kraukamp@stellenbosch.gov.za](mailto:Gerald.Kraukamp@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **datum op 15 September 2023 om 10:00 by die interseksie van Techno Ave en Elektron pad, Stellenbosch.** Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: "**BSM12/24 UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE 2 .**", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbieding wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effekief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

<b>Prys</b>	<b>80</b>
<b>BBSEB status</b>	<b>10</b>
<b>ligging</b>	<b>10</b>
<b>Totale punte vir prys en B-BSEB en ligging</b>	<b>100</b>

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 504,00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

**Let wel: Die Munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van die tender.**

G Mettler (Me)  
**MUNISIPALE BESTUURDER**



**STELLENBOSCH**

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

V7 – 16/01/2023

**TENDER NO.: B/SM 12/24**

**EXTENSION OF EXISTING IRRIGATION NETWORK AT TECHNOPARK PHASE 2**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (refer to page 138):</b>	
<b>BBBEE LEVEL</b>	

**SEPTEMBER 2023**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Stellenbosch Municipality,  
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Wade Van Der Merwe**  
**Manager:** Project  
Management Unit (PMU)  
Tel. Number: **021 808 8747**



**TENDER NOTICE & INVITATION TO TENDER**

**BID NOTICE**

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G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 12/24: UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE 2.**

TENDER NOMMER:

BESKRYWING: **UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE 2.**

SLUITINGSDATUM: **2 Oktober 2023**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

KIOR:

Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. **Tenderaars moet 'n geskatte KIOR kontrakteurgradering van ten minste 2SH of hoër hê (indien die siviele werk gesubkontrakeer gaan word, moet die subkontrakteur n KIOR krakteurgradering van 2CE of hoer he. In die bidder nie die siviele werk gaan subkontrakteer nie moet die bidder n KIOR krakteurgradering van 2SH en 2CE het)**

**NAVRAE:**

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Vkb vereistes: Gerald Kraukamp by 021 808 8519 e-pos: [Gerald.Kraukamp@stellenbosch.gov.za](mailto:Gerald.Kraukamp@stellenbosch.gov.za)

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **datum op 15 September 2023 om 10:00 by die interseksie van Techno Ave en Elektron pad, Stellenbosch.** Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: **"BSM12/24 UITBREIDING VAN BESTAANDE BESPROEINGSNETWERKE BY TECHNO PARK FASE 2."**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
ligging	10
<b>Totale punte vir prys en B-BSEB en ligging</b>	<b>100</b>

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag



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3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseêerde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

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**Let wel: Die Munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van die tender.**

G Mettler (Me)

**MUNISIPALE BESTUURDER**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>				
BID NUMBER:	BSM 12/24	CLOSING DATE:	2 OCTOBER 2023	CLOSING TIME: 12:00
DESCRIPTION	<b>EXTENSION OF EXISTING IRRIGATION NETWORK AT TECHNOPARK PHASE 2</b>			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Finance (SCM)	CONTACT PERSON	Wade Van Der Merwe
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8747
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:Wade.Vandermerwe@stellenbosch.gov.za">Wade.Vandermerwe@stellenbosch.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Gerald.Kraukamp@stellenbosch.gov.za">Gerald.Kraukamp@stellenbosch.gov.za</a>		



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:



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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



**CHECKLIST**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Certificate of Clarification Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	<b>Yes</b>		<b>No</b>	
<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the resolution attached?	<b>Yes</b>		<b>No</b>	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?  Is a copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by <b>SANAS</b> or the <b>original Sworn Affidavit</b> attached?  (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT <b>MUST</b> BE AN ORIGINAL AND <b>NOT</b> A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	<b>Yes</b>		<b>No</b>	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?  Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?  (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	<b>Yes</b>		<b>No</b>	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed?  Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	<b>Yes</b>		<b>No</b>	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>Form of Offer</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	



**CLARIFICATION MEETING CERTIFICATE**

I / We\*, the undersigned, certify that I / we\* have examined the Site for the Works and its surroundings for which I / we\* am / are\* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

*NB: Please note that no latecomers will be allowed.*

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified*



**AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. COMPANIES AND CLOSE CORPORATIONS**

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

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**



We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

#### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_

authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of lead partner, to sign  
all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
			Tel. No.
Signature			Designation

(ii) Name of firm			
Address			
			Tel. No.
Signature			Designation

(iii) Name of firm			
Address:			
			Tel. No.
Signature			Designation

(iv) Name of firm			
Address			
			Tel. No.
Signature			Designation

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



## STANDARD CONDITIONS OF TENDER (CIDB)

### **F.1 General**

#### **F.1.1 Actions**

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

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

*Note*

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

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

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

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

- F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
  - (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - (b) funds are no longer available to cover the total envisaged expenditure; or
  - (c) no acceptable tenders are received.
- F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

- F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



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

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

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

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

##### **F.1.6.3.1 Option 1**

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

##### **F.1.6.3.2 Option 2**

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

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

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

##### **F.2.1 Eligibility**

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

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

##### **F.2.2 Cost of tendering**

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

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

##### **F.2.3 Check documents**

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

##### **F.2.4 Confidentiality and copyright of documents**



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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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



**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**




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

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

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

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

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

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

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

### **F.3.6 Non-disclosure**



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

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

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

#### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

#### **F.3.10 Clarification of a tender offer**

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

#### **F.3.11 Evaluation of tender offers**

##### **F.3.11.1 General**

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

##### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

##### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

#### **The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.**

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

*Ps* = Points scored for price of bid under consideration;

*Pt* = Price of bid under consideration; and

*Pmin* = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :




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(i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(ii) Promotion of enterprises located in the municipal area (WCO24)

2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

**The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.**

4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



5) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million**

5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

**Where:**

*Ps* = Points scored for price of bid under consideration;

*Pt* = Price of bid under consideration; and

*Pmin* = Price of lowest acceptable bid.

6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :

(ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(iii) Promotion of enterprises located in the municipal area (WCO24)

7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

**The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.**

5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated

5) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

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

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

**Where:**

$N_{FO}$  = the number of tender evaluation points awarded for price.

$W_1$  = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
<sup>a</sup> $P_m$ = is the comparative offer of the most favourable comparative offer. $P$ = is the comparative offer of the tender offer under consideration.			

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are



not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9 Scoring functionality**

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

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

$$N_Q = W_2 \times S_O / M_S$$

**Where:**

$S_O$  = the score for quality allocated to the submission under consideration;

$M_S$  = the maximum possible score for quality in respect of a submission; and

$W_2$  = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

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

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

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

#### **F.3.15 Complete adjudicator's contract**



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

#### **F.3.16 Notice to unsuccessful tenderers**

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

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

#### **F.3.17 Provide copies of the contracts**

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

#### **F.3.18 Provide written reasons for actions taken**

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

#### **F.3.19 Transparency in the procurement process**

**F.3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F.3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F.3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

**F.3.19.8** Records of such disclosed information must be retained for audit purposes.



## GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
  - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
  - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-




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responsible.

**7. Negotiations for a fair market related price**

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

**9 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

**10 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za). Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

**Centralised Supplier Database No. MAAA.....**



## 8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	<b>Full Name of bidder or his or her representative</b>										
3.2.	<b>Identity Number</b>	<input type="text"/>									
3.3.	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>										
3.4.	<b>Company Registration Number</b>										
3.5.	<b>Tax Reference Number</b>										
3.6.	<b>VAT Registration Number</b>										
3.7.	<b>Are you presently in the service of the state?</b>					<b>YES</b>	<b>NO</b>				
3.7.1.	If so, furnish particulars:										
3.8.	<b>Have you been in the service of the state for the past twelve months?</b>					<b>YES</b>	<b>NO</b>				
3.8.1.	If so, furnish particulars:										

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:

Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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


**9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES	NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.			
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.			
2.2. If yes, provide particulars.			
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO	
3.1. If yes, furnish particulars			
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO	
4.1. If yes, furnish particulars			

**CERTIFICATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



**10.MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10**

**NB:**

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

This preference form must form part of all bids 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 and any other applicable preference

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - 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
  - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
  - (a) Price;
  - (b) B-BBEE Status Level of Contributor
- 1.4 The maximum points for this bid are allocated as follows:
 

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Locality</b>	10
<b>Total points for Price BBBEE and Locality (must not exceed 100)</b>	<b>100</b>
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 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:

80/20 on

90/10

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

Where



Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

## 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

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

80/20 or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P<sub>max</sub> = Price of highest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
  - (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - (b) Promotion of enterprises located in the municipal area (WCO24)
- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.



B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –  
 5.6.1 may only score in terms of the 80/90-point formula for price; and  
 5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

## 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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



(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address - .....

.....  
.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

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 or QSE

(***Tick applicable box***)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	✓	
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

---



9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

9.8 Total number of years the company/firm has been in business:.....

9.9 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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 bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**PLEASE COMPLETE IN FULL YOUR OWN SWORN  
AFFADVAIT TO CLAIM POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT  
EXAMPLE)**

**(DO NOT USE.)**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner **(Select one)** of the following enterprise and **NB!**  
am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual TotalRevenue was R10,000,000.00 (Ten Million Rands) or less **NB!**
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	



4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

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

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

Commissioner of Oaths

Signature & stamp

Date:

**EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.**

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89



## 11. – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

## 5. CERTIFICATION

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



## 12.MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



affiliated with the bidder, who:

- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

<sup>5</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.



### 13.MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

#### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

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

**NB:** Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



**14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**15. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_/20\_\_\_\_\_,  
to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_/20\_\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

**16.SPECIFICATIONS**

**PROJECT: BSM 12/24 TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK,  
PHASE 2**

Works Specifications

CONTENTS PAGE(S)

PART 1: TENDERER'S OBLIGATIONS AND EMPLOYERS UNDERTAKINGS

PART 2: CONTRACT DATA

PART A: STANDARD SPECIFICATIONS

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

---

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## F.2 Tenderer's obligations

### F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

#### F.2.1.1 Delete the clause and replace with the following:

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

Add the following after F.2.1.2:

F.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

F.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

#### F.2.1.4.1 Construction Industry Development Board (CIDB) Registration

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

Joint Ventures are eligible to submit tenders provided that:

a) every member of the joint venture is registered with an active status with the CIDB;  
 b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work; and

c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

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

#### F.2.1.4.2 Compliance with requirements of Stellenbosch Municipality's SCM Policy and procedures

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

Full name of entity submitting tender to be provided;

Identification number or company or other registration number to be provided;

Tax reference number to be provided;

VAT registration number (if any) to be provided;

A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);

A copy of the partnership / joint venture / consortium agreement to be provided;

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);

A completed Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);

A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);

The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;

The tenderer's tax matters with SARS are in order;

The tenderer is not an advisor or consultant contracted with the Employer;

The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

#### F.2.1.4.3 Functionality/ Pre-Qualification

In order to be considered for a contract in terms of this tender, tenderers must confirm Pre-Qualifications functionality as stated below.

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

CRITERIA	APPLICATION OF THE CRITERIA	CONFIRM
Company Experience	<p>Demonstrated experience of the tendering entity with respect to comparable projects by completing each row in the Returnable Schedule of work experience in full.</p> <p>CRITERIA Company Experience HDPE pipes: (minimum requirements):</p> <p>2 x Completed projects - The Construction of HDPE pressure pipes (63mm nominal diameter or larger) by means of open trench construction at trench depths exceeding 0,8m for at least 400m. (Projects must include HDPE butt welding, installation of valves and similar connection details as per drawing UDS390-IR-02)</p> <p>HDPE pipeline (Completed projects) must be of minimum PE 100 PN 12,5 Class.</p>	
Resources and Capacity		

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



	<p>CV's and proof of LIC qualifications for individuals must be attached to the Tender, in order to submit a responsive tender.</p> <p>In addition to the above, only those tenderers that satisfy the following criteria are eligible to submit tenders:</p> <p>Proof of availability of resources;</p> <p>Proof of capacity to mobilize own and subcontracting resources;</p> <p>Proof of availability of skills to manage and perform the contract (assigned personnel) – attach Project Organogram</p>	
Methodology	<p>The Methodology to be used:</p> <p>Minimum requirements:</p> <p>Proposes a step-by-step process; (Construction programme)</p>	

Tenderers must indicate in the confirm column whether they comply to these criteria.

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

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

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

#### F.2.1.4.5 Compulsory clarification meeting

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

Address: Intersection of Techno Avenue and Elektron Road, Stellenbosch

Date: xxx

Time: xxx

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

#### F.2.1.4.6 Good standing with Bargaining Council

Only those tenders submitted by tenderers who are in good standing with the Bargaining Council for the Civil Engineering Industry (BCCEI) at the time of the tender award will be declared responsive.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



Tenderers must attach such proof to the schedule titled Declaration in Respect of Compliance with Labour Legislation or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive

**F.2.3 Check documents**

F.2.3 Delete the clause and replace with the following:

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

**F.2.7 Clarification meeting**

Add the following after the second sentence:

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

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

**F.2.8 Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

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

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

**F.2.12 Alternative tender offers**

**F.2.12.1** No Alternative tender offers will be accepted

**F.2.13 Submitting a tender offer**

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

**F.2.13.2** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



Employer: Stellenbosch Municipality

Physical address: Plein Street, Stellenbosch

Identification details: Tender Number: BSM xx/xx

Title of Contract: TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2

Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO: BSM xx/xx TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2": on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

**F.2.13.3** By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

**F.2.13.4** The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.

b) The electronic version shall not be regarded as a substitute for the issued tender documents.

c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.

d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.

e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**F.2.15 Closing time**

**F.2.15.1** The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16 Tender offer validity**

**F.2.16.1** The tender offer validity period is (180 calendar days).

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**F.2.16.2** Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

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

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

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

**F.2.18.1 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire

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

**F.2.18.2 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Stellenbosch Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 1st Floor, Room no.121, Plein Street, Stellenbosch or included with the tender submission.

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

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

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

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

**F.2.19 Proposed Deviations and Qualifications**

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

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

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

#### F.2.20 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists provided by the Employer of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

100% of all unskilled labour shall be sourced from the local community.

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### F.3 The Employer's undertakings

#### F.3.2 Issue Addenda

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

#### F.3.4 Opening of tender submissions

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

#### F.3.8 Test for responsiveness

F.3.8.1 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

#### F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

#### F.3.10 Clarification of a tender offer

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

#### F.3.11 Evaluation of tender offers

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest responsive tender will be used to determine the applicable preference point system.

F.3.11.3 In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

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It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

### F.3.12 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 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:

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

#### 5.POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

Promotion of enterprises located in the municipal area (WCO24)

5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9

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3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.(N/A)

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality (WC024) – Provide proof	10	5
Outside of the boundaries of the municipality	0	0

\*Therefore in summary 80/20 system is as follows:

Price maximum points = 80  
 BBBEE maximum points = 10  
 Locality maximum points = 10

#### F.3.11.8 Scoring Preferences

Points will be awarded to tenderers who are eligible for preferences in terms of the Preference Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in Returnable Schedules.

The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.

#### F.3.11.10 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices

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The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.

**F3.13 Acceptance of tender offer**

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

**F.3.16 Notice to successful and unsuccessful tenderers**

**F.3.16.1** Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

**F.3.16.2** The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**C1.1 CONTRACT DATA**

**GENERAL CONDITIONS OF CONTRACT 2015 (Applicable to this Tender)**

The following standardised General Conditions of Contract:

1.1.1 General Conditions of Contract for Construction Works (Third Edition) 2015 Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this Contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil

Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail:

civilinfo@saice.org.za.

**1.1.2 Extension of time for Practical Completion**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the

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provisions. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	5 days
July	6 days
August	4 days
September	3 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

#### C.1.3 CONTRACT SPECIFIC DATA

Defects liability period	12 calendar months
Time for achieving Practical Completion	3 calendar months
Pricing Strategy Bill of Quantities	(Re-measurement Contract)
Commencement of the Works	5.3.1 In accordance with the GCC 2015
Non-working days	5.8.1 Saturdays and Sundays
Special non-working hours/days	5.8.1 The SAFCEC recommended industry shutdown period in December and January. All Statutory holidays.
- Amount of penalty for delay	5.13.1 The penalty for delay shall be R1,000.00 per calendar day

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**PART A: STANDARD SPECIFICATIONS**

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

The Standard Specifications for Civil Engineering Construction, SANS 1200, which the tenderer shall obtain / purchase from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

The Standard Specification for Road and Bridge Works for State Roads Authority, 1998 Edition (COLTO).

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## PART B: PROJECT PARTICULAR SPECIFICATIONS

Amendments to the standard specifications are included in this Part B: Project Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard 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 alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

Amendments to the standard specifications are bound in the contract documents. The following relevant section off the Standard Specifications, as listed below, shall apply to this contract:

SANS 1200 A -1986 : GENERAL  
 SANS 1200 C -1980 (As amendment 1982) : SITE CLEARANCE  
 SANS 1200 D -1988 (As amendment 1990) : EARTHWORKS  
 SANS 1200 DB -1989 : EARTHWORKS (PIPE TRENCHES)  
 SANS 1200 DM -1981 : EARTHWORKS (ROADS, SUBGRADE)  
 SANS 1200 L -1983 : MEDIUM-PRESSURE PIPELINES  
 SANS 1200 LB -1983 : BEDDING (PIPES)  
 SANS 1200 LF -1983 : ERF CONNECTIONS (WATER)  
 SANS 1200 M -1996 (First Revision) : ROADS (GENERAL)  
 SANS 1200 ME -1981 : SUBBASE  
 SANS 1200 MF -1981 : BASE  
 COLTO 4100 : PRIME COAT  
 COLTO 4200 : ASPHALT BASE AND SURFACING  
 SANS 1200 MJ -1984 : SEGMENTED PAVING

### VARIATIONS AND ADDITIONS

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) or SANS 1200 and/or as amended in the Scope of Works.

The numbering method in this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200 or COLTO.

An example of deviation: each clause with the prefix PS or B shall refer to the congruent clause in the appropriate section of the project specifications. Such clause shall either substitute, or supplement, or

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amend the clause with the same number. Where there is no such congruent clause in the standard specifications, the B or PS clause shall be a new clause in the project specification.

Should any requirement of the Project Specification conflict with any requirement of the specifications listed above, the requirement of the Project Specification shall prevail.

Departures from and/or additions to specifications listed in Part A are set out on the following pages in accordance with the numbering system of the standardised or project specification.

Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all relevant the project specifications.

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## SAnS 1200 A : GENERAL

## A 3 MATERIALS

## PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

All pipe and HDPE product suppliers must be SAPMA registered.

All materials shall bear the official mark of the appropriate standard and marking must be permanent. Markings must include the following information: batch, class and date of manufacture and may not be older than 1 year.

Substitute the second paragraph with the following:

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory, which is capable to carry out the necessary tests. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

## PS A 3.3 STORAGE OF MATERIALS

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the Contractor's own expense.

## PS A 3.4 HANDLING OF MATERIALS

Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

The Engineer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.

## A 4 PLANT

Amend Clause A 4 "Plant" to the following:

## PS A 4 CONSTRUCTION EQUIPMENT

All reference to "Plant" in the Standard – and Project Specifications is amended to "Construction Equipment" in terms of Clause 1.1.1.6 of the GCC 2015.

## PS A 4.1 SILENCING OF CONSTRUCTION EQUIPMENT

Substitute A4.1 with the following:

The Contractors attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

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Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations.

**PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES**

Add the following paragraph before the existing first paragraph in A4.2:

The Contractors buildings, sheds and other facilities erected or utilised on the Site for purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

Delete "and first-aid services" in the second paragraph of A4.2 and add the following:

The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

**PS A 4.3 SITE SECURITY**

The area to be used by the Contractor, for the execution of the works, may be subject to a security risk. The Contractor must assess the potential risks and make his own provision for additional protection.

No separate payment will be made for these additional security measures and the cost thereof will be deemed to be included in the rates tendered for items PS A 8.3 and PS A 8.4. These rates shall also include additional insurance if required.

**A 5 CONSTRUCTION**

**A 5.1 SURVEY**

**PS A 5.1.1 Setting Out of the Works**

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from bench marks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies that had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

**PS A 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act**

Delete the words "in the vicinity of boundaries" in the second sentence of A 5.1.2 and replace the words "under the direction of" in the same sentence with "in consultation and liaison with".

Add the following after the second sentence of A 5.1.2:

The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein.

Substitute the third sentence of A 5.1.2 with the following:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyors check reveals have become disturbed or damaged. The Contractor shall, as precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all pegs listed at the commencement of construction in accordance with the provision of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

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The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractors account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

The Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

**PS A 5.2      Watching, Barricading, Lighting And Traffic Crossings**

Add the following to A 5.2:

The area of construction work must, as far as possible, be confined to the shoulders of the road. The contractor shall at all times have in place, sufficient advanced warning signs and markings. All excavations must be marked with drums, reflective tape and warning signs to the satisfaction of the Engineer.

All Road Traffic Signs (permanent signs and temporary signs) shall comply with the requirements of the "South African Development Community Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

**PS A 5.3      PROTECTION OF EXISTING STRUCTURES**

Substitute "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," and insert "as amended" after "(Act No. 27 of 1956)":

**PS A 5.4      PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Substitute A 5.4 with the following:

**PS A 5.4.1      Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to oversee the process and must be informed at all times of the progress by the Contractor), additional scanning as allowed for and pointed out on site by the local authority will be opened up and surveyed (level, invert, diameter and coordinates). These services include sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These services will be reported to the Engineer 10 working days before these services will delay the Contractor.

The Contractor must therefore open all existing services and report them to the Engineer, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Engineer will be for the Contractors account. Therefore, the protocol that must be indicated on the programme is as follows:

SEQUENCE OF PROTOCOL OF EXISTING SERVICES		
1	2	3
Open and Locating Existing Services	Report All existing services to the Engineer	Time before Practical Completion date and/or Completion date is affected

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At Least 20 working days	1 working day	10 working days
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The 10 working days, as per sequence number 3, is identified as float in terms of Clause 5.6.2.4 of the GCC 2015 (3rd Edition) and may only be used on prior approval by the Engineer. These 10 days must be programmed as a single bar item/activity, in the initial programme and subsequent adjusted programmes, as the immediate predecessor to normal climatic conditions and on the critical path of the programme.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay and within the time period stated above.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractors other tendered rates and prices included in the Contract.

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Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

**PS A 5.4.2 Protection during construction**

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

**PS A 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alteration become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the services, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer and the relevant authorities should be repaired by the applicable authority and not by the Contractor. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The contractor shall allow for the time and cost thereof to drain and refill existing water supply/reticulation pipelines for purpose of connecting onto the existing pipelines.

The contractor shall be billed for the time spent by the Client to make alterations and/or repairs on existing infrastructure and the Contractor shall make provision for this in his tender rates.

A list of important telephone numbers for use when services are damage will be provided at the commencement of the contract."

**PS A 5.6 POLLUTION**

The Contractor's attention is drawn specifically to dust disturbance (See PS D 5.1.4.1).

**PS A 5.7 SAFETY**

Substitute A 5.7 with the following:

Pursuant to be provisions of the Conditions of Contract, and without in any way limiting the Contractors obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

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- a) Provide to its Employees on the site of works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractors compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employers and/or Engineers representative may reasonably require.

Where any such investigation reveal, or where it comes to the Engineers attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 (GCC 2015), be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 (GCC 2015) should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.3.5 (GCC 2015) and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 (GCC 2015).

#### PS A 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractors offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract."

#### A 6 TOLERANCES

##### PS A 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or

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those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerance allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

#### A 7 TESTING

##### A 7.1 PRINCIPELS

###### PS A 7.1.1 Checking

Substitute the last sentence in A 7.1.1 with the following:

The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out such checks as are prescribed in the various standardised specifications.

###### PS A 7.1.2 Standard of Finished Work not to Specification

Insert the words "or checks by an approved laboratory" after the words "Where the Engineer's checks" in the first sentence of A 7.1.2.

##### PS A 7.2 APPROVED LABORATORIES

Substitute A 7.2 with the following:

"Unless otherwise specified in the relevant specifications or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- a) Any testing laboratory certified by the South African National Accreditation System (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- d) Any other laboratory that the Engineer approves in his absolute discretion."

##### PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

#### A 8 MEASUREMENT AND PAYMENT

##### A 8.1 MEASUREMENT

###### PS A 8.1.1 Method of Measurement, All Sections of the Schedule

Delete the words "and South West Africa".

###### A 8.1.2 Preliminary and General Items or Section

###### PS A 8.1.2.1 Contents

Substitute the last sentence of A 8.1.2.1 b) with the following:

Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractors preliminary and general costs.

###### PS A 8.1.2.2 Tendered Sums

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Substitute clause A 8.1.2.2 with the following:

Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractors tendered sums under item PS A 8.3 and PS A 8.4 shall collectively cover all charges for:

risks, costs and obligations in terms of the Conditions of Contract, the relevant Standard Specifications, the relevant Project Specifications, the Scope of Works (including part A, B, C, D, E and F of part C3.4 of this document), the General Conditions of Contract 2015 (GCC 2015) and the Special Conditions of Contract (SCoC);

head-office and site overheads and supervision;

profit and financing costs;

expenses of a general nature not specifically related to any item or items of the permanent or temporary work;

All Construction Equipment (defined in terms of Clause 1.1.1.6 of the GCC 2015, 3rd Edition), required for the execution of the Contract.

providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of works of these facilities and cleaning-up of the site of the Contractors establishment and reinstatement to not less than its original condition, and

providing the facilities for the Engineer (Engineer's Office) and his staff as specified in the Contract and their removal from the site on completion of the Contract. This will include PS AB 3.1, PS AB 3.2, PS AB 4.1, PS AB 5.1, PS AB 5.5, PS AB 5.6 and PS AB 5.7;

All as built to be compiled and submitted by the Contractor in the format prescribed by Local Municipality.

site security described in PS A 4.3

#### A 8.2 PAYMENT

##### PS A 8.2.1 Fixed-charge and Value-related Items

Substitute A 8.2.1 with the following:

Payment of fixed charges in respect of item PS A 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid when the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractors establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sums tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

Payment for the sum tendered under item PS A 8.3.2 will be made in three separate instalments as follow:

a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of works listed in the Schedule of Quantities.

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b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.

c) The final payment, which is 20% of the sum, will be made when the works have been certified as complete and the Contractor has fulfilled all his obligations to date under this Specifications, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015).

Should the value of the measured work finally complete be more or less than the tender sum, the sum tendered under items 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11 (GCC 2015) and this adjustment will be applied to the third instalment.

**PS A 8.2.2 Time-related Items**

Substitute A 8.2.2 with the following:

Payment under item PS A 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the items is not out of proportion to the value of the progress of the Works as a whole.

**PS A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

Substitute A 8.3 with following:

**PS A 8.3.1 Fixed Preliminary and General Charges Unit : Sum**

**PS A 8.3.2 Value-related Preliminary and General Charges Unit : Sum**

The sums tendered for PS A 8.3.1 and PS A 8.3.2 shall include full compensation for all fixed-charge preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.1.

**PS A 8.4 SCHEDULED TIME-RELATED ITEMS**

Substitute A 8.4 with following:

**PS A 8.4.1 Time-related Preliminary and General Charges Unit : Sum**

The sums tendered for PS A 8.4.1 shall include full compensation for all time-related preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.2.

**PS A 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER**

Substitute A 8.5 with following:

**PS A 8.5.1 Works Executed by the Contractor Unit : Prov Sum**

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2015) of Conditions of Contract.

**PS A 8.6 PRIME COST ITEMS**

Substitute A 8.6 with following:

**PS A 8.6 PRIME COST SUMS**

a) Description of Items to which Prime Sums Applies Unit : Prov Sum

b) Charges required by Contractor on Item (a) above Unit : %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractors labour, profit , carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The

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percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractors tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in correction with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the costs of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with. Only tests not described under the standard – and project specifications and which are additionally requested by the Engineer, will be paid under this item, should the test result/s comply with the relevant requirements of the Contract.

Where work is to be done by a sub-contractor, such as Telkom, the Contractor is to take cognisance of the works to be completed and must ensure that the Date of Practical Completion and/or Due Completion date is not delayed. Should the Contractor fail to programme of the said works, any delay will be for the Contractors account.

The amounts specified in the bill of quantities are provisional and preliminary amounts and may be reduced and/or removed completely at the discretion of the Employer.

#### PS A 8.7 DAYWORK

Substitute A 8.7 with following:

Measurement and payment shall be in accordance with the provisions of Clause 6.5 (GCC 2015) of the Conditions of Contract. Rates to include all overheads, fuel, operators costs, charges, profit, establishment on site, de-establishment and all re-establishment (regardless of the number of times).

#### A 8.8 TEMPORARY WORKS

PS A 8.8.2.1 Accommodation of Traffic      Unit: Sum

Add the following to A 8.8.2:

The rate shall include all costs pertaining to:

the planning, submitting and obtaining of approval for the traffic accommodation plans; the maintenance, replacement and storage of all temporary barricades, road signs, lights, traffic signals etc. as required;

the handling, loading, off loading, transporting etc (regardless of the number of times during the project) of all temporary barricades, road signs, lights, traffic signals etc. as required; for the guarding and protection of the works;

for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites;

as well as for the later removal or the cleaning and tidying up thereof;

All according to the latest South African Development Community Road Traffic Signs Manual, Chapter 13.

PS A 8.8.2.2 Temporary Traffic Control Facilities, Class 1 reflection material      Unit: No. or Man-day

Add the following to A 8.8.2:

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The rate shall cover all costs pertaining to the provision (inclusive of the posts where required), erection and final removal from work at completion of all temporary barricades, road signs, lights, flagmen, etc. as required, all according to the latest South African Development Community Road Traffic Signs Manual and SANS 1200 MM and as amended in the project specifications. Notwithstanding the provisions of SANS 1200 MM sub clause 3.2 sign faces shall have a painted background and symbols/characters of Engineering Grade (Grade 1) and High Intensity Grade retro reflective material respectively with signboards constructed from 12.7mm weather resistant particle board. Upon removal from the works these items shall become the property of the contractor.

The unit of measurement for a flagmen shall be a day worked by a flagmen. The tendered rate shall cover fully all costs for a flagmen who is required to control traffic by way of flags or portable Stop/Go-Ry signs and shall include the provision of safety jackets.

No separate payment will be made for the provision of watchmen, flags etc. required under this section; any additional costs will have been deemed to be covered under sub clause PS A 8.8.2.1 above.

**PS A 8.8.2.3 Relocate Temporary Traffic Control Facilities as per approved Traffic Accommodation Plans**   Unit: No

Add the following to A 8.8.2:

The unit: No refers to the number of signs to be relocated. The rate shall cover all costs pertaining to the moving and re-erection of all temporary barricades, road signs, lights, etc. as required as per approved Traffic Accommodation Plans all according to the latest South African Development Community Road Traffic Signs Manual – Chapter 13.

**PS A 8.8.2.4 Removal of Road Markings**   Unit: m<sup>2</sup>

Add the following to A 8.8.2:

The unit of measurement shall be square metres of broken or unbroken white of yellow lines, word markings or symbols removed. Spaces between markings in broken lines will not be included in the overall area measured. The tendered rate shall include all costs associated with the removal of road markings by sandblasting. The repainting of road markings and the painting of temporary road markings will be provided for separately elsewhere in the schedule.

**PS A 8.8.4 Existing Services**

Substitute A 8.8.4 with the following:

**PS A 8.8.4 Location and Protection of Existing Services**

Where particular items are provided in other sections of the schedule, the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

**PS A 8.8.4.1 Provision of and using of specialist detection equipment for:**

- a) Water, sewer and stormwater pipes      Unit : Sum
- b) Eskom and other electrical cables      Unit : Sum
- c) Telkom and other data cables      Unit : Sum

**PS A 8.8.4.2 Hand excavation to locate and expose existing services in all materials   Unit : m<sup>3</sup>**

The rate shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the service from damage during excavation and backfilling

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and for subsequent backfilling and compaction. Compaction of material in all areas except in roadways shall be to 93% of MAASHTO density (100% for sand).

The tendered rate shall also include for keeping the excavations safe, for dealing with surface and subsurface water and for the removal and spoil of surplus material.

Only quantities that can be reasonably verified by the Employers Agent will be certified for payment. The onus is on the Contractor to ensure that each excavated pit/existing service to be verified by the Employers Agent before closing up and Clause 7.5.1 of the GCC 2015 applies in this regard. Rates to include PS A 5.4.1.

Where the excavations are done in existing road surface (roadways), the rate will include (in addition to the above) the following:

Excavate existing road surface and spoil at approved dumping site.

No excavation will be allowed to be left open overnight and must be closed up.

When the service has been exposed and as built information recorded, the excavation must be closed up and surfaced with temporary cold premix.

Temporary reinstatement must be sufficient, acceptable and maintained until permanent reinstatement is done in terms of SANS 1200 DB as amended in the project specifications.

PS A 8.8.5 Cost Of Survey In Terms Of The Land Survey Act Unit: Sum

Substitute A 8.8.5 with the following:

The sum shall cover all costs incurred to locate, record and protect pegs during the duration of the contract and the reinstatement of all disturbed pegs on completion of the contract in the manner prescribed by the Land Survey Act.

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2

PS A 8.8.7 Dealing with Water

a) Dealing with subsurface water Unit : Sum

b) Dealing with surface water Unit : Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all construction equipment and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SANS 1200 D and Subclause 5.1.2 of SANS DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary construction equipment or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Equal monthly payments will be made calculated by dividing the sum tendered for the item by the tendered contract period in months. The sum of the equal monthly payments shall not exceed the sum tendered for this item, except where an extension of the contract period is approved by the Engineer in which case the monthly payments will be made pro-rata to the extension of time only if dealing with water is required.

PS A 8.9 Application and obtaining wayleaves (time required to be included in contractual programme).....Unit: Sum

The tendered sum shall include full compensation to the Contractor for all the costs involved in obtaining the way leave as specified in the Scope of Works.

The time required for obtaining way leaves from all authorities and effected parties, including (but not limited to) DFA, Neotel, Telkom, Eskom, MTN, local authority etc shall be included in the programme of the works and no construction activities shall commence before the way leaves has been obtained by the Contractor and approved by the Engineer.

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The Contractor will also have to apply for wayleaves from Transnet. The rate to include full compensation and all time required as described in the Scope of Works.

The location of all existing services indicated on the drawings are approximate and must be confirmed by the Contractor prior to construction and ordering of materials.

The Employers Agent must be informed timeously of all correspondence with all authorities and affected parties, with specific reference to the outcome and/or progress of said correspondence. Failure to timeously inform the Employers Agent will be for the Contractor account.

PS A 8.10 Complying with the Health and Safety Requirements.....Unit: Sum

The sum tendered shall include full compensation for all costs, of whatever nature, for complying with the Occupational Health and Safety Act 1993, Construction Regulations 2014, the Occupational Health and Safety Specification as described in C3.4 Part F.

This sum will be paid to the Contractor in equal monthly amounts over the construction period, subject to proper/substantial compliance.

Rate to include PS A 5.7.

PS A 8.11 Contract

Nameboards.....Unit: No

The amount tendered for this item shall allow for full compensation for all costs incurred in procuring and erecting contract name boards as shown on the drawings and at the positions indicated by the Engineer on site and for removing the boards at the end of the contract.

PS A 8.12 Adhering to the Environmental Management Plan.....Unit: Sum

The amount tendered for this item shall allow for full compensation for all costs, of whatever nature, for adhering to the Environmental Management Plan, as set out and included in the Particular Specifications (Part E) of this document. Payment will be made in equal monthly amounts over the contract period.

PS A 8.15 Testing of Proposed Asphalt Mix Design (BTB and Asphalt surfacing).....Unit: Sum

The asphalt supplied to this Contract must conform to the relevant Standard – and Project Specifications (Clauses B4202, B4203, B4204, B4205, B4206, B4208, B4210, B4211, B4213 and B4214). Testing will be done on samples sent to an independent SANAS accredited lab. The criteria for the testing that must be done is as per the table provided in clause B4203 of the Project Specifications. Only once the Contractor has proven to the satisfaction of the Engineer, that all criteria have been met (by means of tests result conforming to Clause B4203), will the Contractor be allowed to bring asphalt to the site and will payment for this item occur.

The rate tendered will include all requirements for the testing to occur including (but not limited to) transport, profit, overheads, handling fees, lab testing etc complete.

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SaNs 1200 c : site clearance

**C 3 MATERIAL**

**PS C 3.1 DISPOSAL OF MATERIAL**

Add the following to C 3.1:

The Contractor shall obtain his own dumping site for the disposal of material and all transport costs shall be included in the rates tendered for site clearance. No overhaul is payable.

**C 5 CONSTRUCTION**

**PS C 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing will be limited to street reserves or such wider area as is necessitated by the street prism, borrow pits, a 10 m wide strip for concrete and/or earth channels and a 3 m wide strip for pipelines not in street reserves, if requested by the Engineer, the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**PS C 5.2 CUTTING OF TREES**

**PS C 5.2.3 Preservation of trees**

**PS C 5.2.3.2 Individual trees**

Substitute the last sentence of C 5.2.3.2 with the following:

Trees must be left standing and undamaged, except where ordered in writing by the Engineer.

**PS C 5.3 CLEANING**

Add the following to C 5.3:

The removal of existing fences will only be allowed on written approval of the Engineer. The Contractor shall on his own cost immediately repair any damage done to existing fences due to construction work, if the fences are not to be removed.

**C 8 MEASUREMENT AND PAYMENT**

**C 8.2 SCHEDULED ITEMS**

**PS C 8.2.1 Clear and grub for: ..... Unit: ha, m<sup>2</sup>, or km**

The rate for clearing and grubbing area(s) designated by the Engineer shall cover the cost of removing debris, builder's rubble, rubbish, vegetation, trees with girth up to 500mm, surface boulders and the like.

The rate shall include loading, cartage and disposal of material and debris incidental to the clearing and grubbing to a dumpsite located by the Contractor himself (also refer to PS11 regarding costs referring to the spoil of materials and overhaul). Rate will be based on all relevant amendments in the project specifications.

**PS C 8.2.14 Break up & discard existing bitumen surfaces to the following depths by means of mechanical milling ..... Unit: m<sup>2</sup>**

The rate shall include the cost of cutting all the required edges straight, milling, removal, shaping of the site, loading, transport, spoil levelling and shaping thereof on the spoil site.

**PS C 8.2.17 Removal and spoil/stockpile of existing kerbs, terraforce blocks, pavers, landscaping & irrigation, road signs etc. ..... Unit: m or m<sup>2</sup> or No.**

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The rate shall cover the cost of all excavation, spoiling materials at the spoil site (refer to PS11) or stockpiling and safe keeping thereof on site for the duration of the contract, backfill and shaping of the site. A separate rate shall be quoted for the re-use of the materials stockpiled within 500 metres from the place of removal if ordered by the Engineer.

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saNs 1200 d : earthworks

**D 2 INTERPRETATIONS**

**PS D 2.3 DEFINITIONS**

Add the following to D 2.3:

Sand (cohesionless and non-cohesive)

For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

**D 3 MATERIALS**

**D3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

**PS D3.1.1 Method of Classifying**

Add the following to D3.1.1:

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

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

**PS D3.1.2 Classes of Excavation**

Substitute paragraphs D3.1.2b), d) and e) with the following:

No intermediate excavation shall be measured and paid for. Excavation in intermediate materials shall be classified/measured as excavation in soft materials.

**D 3.3 SELECTION**

**PS D 3.3.1 General**

Substitute the second paragraph of D 3.3.1 with the following:

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

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

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

**D 5 CONSTRUCTION**

**D 5.1 PRECAUTIONS**

**PS D 5.1.1 Safety**

**PS D 5.1.1.1 Barricading and lighting**

Substitute "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

**PS D 5.1.1.2 Safeguarding of excavations**

Substitute "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

**PS D 5.1.2 Existing Services**

**PS D 5.1.2.2 Detection, location and exposure**

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services,

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whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

**PS D 5.1.2.3 Protection Of Cables**

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

**PS D 5.1.2.4 Negligence**

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

**PS D 5.1.2.5 Works next to a major Telkom optic fibre route (Category: SAT2)**

The tenderer must make themselves aware of any restrictions with regards to working next to this service, the use of plant, access and safety. Allowance must be made for this in the program and tendered tariffs. The approximate position of this service is indicated on the services drawing.

**PS D 5.1.3 Stormwater and groundwater**

Add the following to D 5.1.3

The contractor's responsibility is to allow drainage of flows that can be handled by a 200mm wide trench. Where trenches cannot be self-drained, they should lead to a sump equipped with a 75mm air-driven pump the output of which is over 12l/s.

**PS D 5.1.4 Nuisance**

**PS D 5.1.4.1 Dust nuisance**

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

**PS D 5.1.6 Road Traffic Control**

Add the following to D 5.1.6:

a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.

b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary road signs and –markings must be provided and maintained.

c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums painted white must be placed with danger tape in between.

d) Danger tape must be put up between drums and tied around the drums.

e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.

f) Sufficient safety measures must be utilised for pedestrians.

All these road signs and –markings must be according to the latest South African Road Traffic Signs Manual.

**D 5.2 METHODS AND PROCEDURES**

**D 5.2.1 Site Preparation**

**PS D 5.2.1.1 Clearing or Clearing and Stripping of Site**

Delete subclause D 5.2.1.1b)

**PS D 5.2.1.2 Conservation of topsoil**

Add the following to D 5.2.1.2:

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Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

#### D 5.2.2 Excavation

##### PS D 5.2.2.1 Excavations for general earthworks and for structures

Add the following to D 5.2.2.1:

Strip foundations and encasement of pipes shall be cast directly against excavated surfaces.

Materials under foundations and floors of structures which are regarded by the Engineer as unsuitable for the bearing of such structures shall be removed to the depths and widths ordered. The excavated voids shall then be filled with sand compacted to 100 % of MAASHTO density, to the underside of such foundation or floors, unless a soil cement mixture in terms of PS D 5.2.3.2 or mass concrete is ordered by the engineer.

#### PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

The Contractor shall provide all the necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

No additional payment shall be made to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites and the costs thereof shall be deemed to be included in the tendered rates and prices for the applicable excavation items.

Suitable surplus material from excavations shall be utilised as fill material where filling is required of which the positions and levels are shown on the drawings, and should be placed, spread, shaped to the specified levels and compacted to 90% (100% for sand) of Mod AASHTO density, or other density as specified.

The Contractor will provide the Engineer with all details and approvals for the spoil site at time of Commencement of the Contract.

#### PS D 5.2.2.4 Excavation by hand around existing services

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

#### D 5.2.3 Placing and Compaction

##### PS D 5.2.3.2 Backfilling of trenches and backfilling against structures

Add the following to D 5.2.3.2:

Backfilling around structures shall be compacted to 95% (100% for sand) of MAASHTO density.

When specified or ordered by the Engineer the backfilling against structures shall be done using a mixture of soil cement. The mixture shall contain 5% cement and just sufficient water for the mixture to be placed and compacted like ordinary backfilling material.

#### PS D 5.2.3.3 Backfilling of over-excavations

Where the Engineer approved the backfilling of over-excavation with suitable material, the backfilling material must be compacted to the greater of 95% of the MAASHTO density or the density of the insitu material.

#### PS D 5.2.4.2 Top soiling

Add the following to D 5.2.4.2:

Topsoil shall be placed on the designated landscaping areas as per drawing where no paving is specified, or in areas where directed by the Engineer.

#### D 5.2.5 Transport for Earthworks

##### PS D 5.2.5.2 Overhaul

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Replace D 5.2.5.2 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

**D 8.3 SCHEDULED ITEMS**

PS D 8.3.1.2 Remove topsoil up to depth of 150mm, stockpile, maintain and reinstate Unit: ha

Add the following to D8.3.1.2:

The rate will include reinstating the topsoil on the erven and stabilization of the soil with the topsoil to prevent erosion. Rate will be based on all relevant amendments in the project specifications.

PS D 8.3.2 Bulk Excavation Unit:

$m^3$

Add the following to DB 8.3.2 (a):

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered. On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.

Where the earthworks are measured for the storm water (SW) dam, the rate will further (to the above) include all requirements of SANS 1200 DM, and as amended in the project specifications, to ensure cut to final level and shaping of the side slopes to 1:3.

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sans 1200 db : earthworks (pipe trenches)

**DB 3 MATERIALS**

**PS DB 3.5 BACKFILL MATERIALS**

Substitute DB 3.5 b) with the following:

All pipe trenches underneath the roadway and which are subject to loads from road traffic shall be backfilling with clean sand up to the subbase. The sand will be of at least G7 quality and the Contractor must provide tests results to the Engineer as prove thereof.

**DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS**

**PS DB 3.6.1 Subbase and Base**

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be stockpiled and used (imported from stockpile) in the reconstruction of the subbase layer. As least 50% of the quantities required for the subbase will be stockpiled and imported from the stockpile. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.

**DB 4 PLANT**

**PS DB 4.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

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

**DB 5 CONSTRUCTION**

**PS DB 5.4 EXCAVATION**

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed included in the tendered rates.

**DB 5.6 BACKFILLING**

**PS DB 5.6.2 Material for Backfilling**

Substitute the last paragraph of DB 5.6.2 with the following:

The provisions of PS DB 3.5 b) shall apply mutatis mutandis.

**PS DB 5.6.3 Disposal of Soft Excavation Material**

Replace:

"of along the trench servitude within the freehaul distance from the source of such excavation material" with the following:

"at a dump site of the Contractors choice".

Further, the rate is to include for Clause PS D 5.2.5.2.

**DB 5.7 COMPACTION**

**PS DB 5.7.1 Areas not Subject to Traffic Loads**

Add the following to DB 5.7.1:

Compaction in areas not underneath roadways will be compacted sufficiently as to ensure that no differential settlement will occur. Sand will be compacted to 100% MOD AASTHO.

**PS DB 5.7.2 Areas Subject to Traffic Loads**

Add the following to DB 5.7.2:

Only trenches underneath roadways will be regarded as areas subject to traffic loads. Pipe trenches in a road reserve is not necessarily regarded as areas subject to traffic loads. If the Engineer specifically

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instructs the Contractor (in terms of the GCC 2015) to regard these areas as areas subject to traffic loads, only then will it be regarded as areas subject to traffic loads.

The onus is on the contractor to prove to the engineer that sufficient compaction was obtained on insitu soil preparation after excavation and material backfilled in the respective layers. The frequencies of control testing will not exceed 40m in the case of a continues pipe run or a minimum of two positions between manholes constructed for stormwater- and sewer services. At each position compaction readings must be taken on the insitu material prepared after excavation, the bedding (imported), the blanket (imported) and the main fill (backfilled). The costs of these tests shall be deemed included in the relevant rates for construction of such items.

Sand backfilling shall be compacted to 100 % of MAASHTO density.

#### DB 5.9 REINSTATEMENT OF SURFACE

##### PS DB 5.9.4 Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4:

Any additional imported material required for the reinstatement of selected layers, subbase or base shall comply with the requirements of the relevant standardised and/or project specifications.

##### PS DB 5.9.5.1 Bitumen Roads: Surfacing

Add the following to DB 5.9.5.1:

The thickness of the asphalt shall be 40 mm except if specified otherwise. Compaction of the asphalt wearing course will comply with B4210 of the project specifications.

#### DB 8 MEASUREMENT AND PAYMENT

##### PS DB 8.1 BASIC PRINCIPLES

Add the following to DB 8.1.2 c):

Ground levels within road reserves shall be regarded as the final road level and the finished levels of the sidewalks.

##### DB 8.2 COMPUTATION OF QUANTITIES

##### PS DB 8.2.4 Shoring

Add the following to DB 8.2.4:

Excavations must be shored in accordance with the applicable regulations and acts if the ground conditions require shoring. The Contractor must acquaint himself with the requirements of the applicable regulations and acts regarding shoring, as well as the ground conditions. No payment will be made in respect of this and all costs will be deemed as covered by the rate of the excavation, unless measured specifically.

##### DB 8.3 SCHEDULED ITEMS

##### PS DB 8.3.2 Excavation

a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material Unit: m

In 8.3.2 replace "within freehaul distance" with "at spoil site provided by the Contractor or municipal dump site".

The rate will include PS DB 3.6.1, PS DB 4.1, PS DB 5.4, PS DB 5.6.3, PS DB 5.7.1, PS DB 8.2.4, PS DB 8.3.4 and all other relevant amendments in the project specifications. No excavations within roadways will be allowed to be left opened over non-working days/times.

No boulder excavation will be measured separately. Should boulders be present in trench excavations, the Contractor will break the boulders with pneumatic tools and measurement will be under "hard rock material". Therefore, for trench excavations, boulders will be classified/measured as "hard rock material".

Intermediate material will be classified/measured as "soft material" and this is deemed included in the rate tendered.

Where excavations are measured for ducts and subsurface drains, in addition to above, the dimensions for excavations are as specified in the bill of quantities and/or as shown on the drawings.

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PS DB 8.3.2 b) Extra over item (a) above for:

2) Hard rock material Unit: m<sup>3</sup>

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials irrespective of the equipment or method used.

The unit of measurement shall be cubic metre of material, measured in place according to the authorised dimensions, which was excavated on specific prior written instructions of the Engineer, provided always that the Engineer's said instruction shall have stated that measurement and payment for such hand excavation shall be in accordance with this item.

For hard rock material, no blasting is allowed and material will be removed by acceptable methods including pneumatic tools/breakers.

PS DB 8.3.2 c) Excavate and dispose of unsuitable material from trench bottom Unit: m<sup>3</sup>

Replace "ordered" with "instructed by the Engineer" and "within freehaul distance" with "to an approved dumping site".

#### DB 8.3.3 Excavation Ancillaries

PS DB 8.3.3.1 Make up deficiency in backfill material Unit: m<sup>3</sup>

Add the following to DB 8.3.3.1 (c):

The material from a commercial source will be at least the quality specified in clause PS DB 3.5 and will only be done upon receiving written instruction from the Engineer or in areas of traffic loads. Rate will include PS DB 4.1 and all relevant amendments in the project specifications.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

PS DB 8.3.3.3 Compaction in road reserve Unit: m<sup>3</sup>

Substitute the heading of DB 8.3.3.3 with the following:

PS DB 8.3.3.3 Compaction under road surfaces

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket and will only be measured for areas under road surfaces. Rate will include all relevant amendments in the project specifications.

Rate to include PS DB 5.7.2.

PS DB 8.3.3.4 Overhaul

Replace DB 8.3.3.4 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

PS DB 8.3.4 Particular Items

PS DB 8.3.4 (a) Shore trench opposite structure or service

Replace the heading of this sub-item with the following:

"PS DB 8.3.4 (a) Shore trench opposite structure or service or in unsuitable excavated materials for depths."

Add the following after the last sentence:

"The rate shall cover the cost of shoring from ground level up to the full depth required. Shoring will be done as per approved methods which includes timber sheeting, struts etc. A method statement must be submitted to the Engineer for approval prior to execution of the works".

PS DB 8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

Rate to be based on DB 8.3.5 in its entirety, except clause DB 8.3.5 (ii) to be replaced with the following: Protection and maintenance must be to the satisfaction of the Engineer and the Contractor may be instructed to remedy, at the discretion of the Engineer, should it be found that the works are at risk. Any remedial work will be for the Contractors account. All services must at all times, or reasonably as

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determined by the Engineer, operate/function as intended. Should a service fail, due to improper protection and maintenance of the existing services (whether the Engineer has approved the method and/or protection or not), a penalty will be imposed for the Contractors account, to the amount of R 10 000 per transgression/failure, in addition to all subsequent damage (if any) and any emergency remedial works required. Rate to include all necessary shoring in terms of PS DB 8.3.4, if required.

PS DB 8.3.5 a) Services that intersect a trench Unit: No

Add the following to DB 8.3.5 a):

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

The rate shall also allow for the following costs:

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

ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.

iii) If such a service is removed, it has to be replaced as per original.

iv) Above as described in PS DB 8.3.5.

PS DB 8.3.5b) Services that adjoin a trench Unit: No or m

Add the following to DB 8.3.5b):

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

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

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

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

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

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

There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

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

ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.

iii) If such a service is removed, it has to be replaced as per original.

iv) Above as described in PS DB 8.3.5.

Replace the last phrase "measured for shoring" with the words "protected by shoring". The rate for this item shall cover the cost of any necessary shoring. Where shoring is incorporated into the works, the services will still be measured as an adjoining service in accordance with the above (risks, liabilities and dimensions).

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PS DB 8.3.5.1 Crossing of existing intersections ..... Unit: No

Rate to include the following:

Intersections will be crossed in half widths.

Liaison with the local residents of when an intersection will be crossed.

No excavations will be allowed to be left opened over non-working days/times.

Traffic accommodation and flagmen will be provided.

Stormwater pipes (sleeves for HDPE pipes) are measured elsewhere.

Necessary physical barriers in terms of the latest Construction Regulations.

All necessary signage.

DB 8.3.6 Finishing

PS DB 8.3.6.1 Reinstate road surfaces complete with all courses Unit: m<sup>2</sup>

Add the following to DB 8.3.6.1:

Rate to include the following:

PS DB 3.6.1, PS DB 4.1, PS DB 5.9.1 and also prime and via seal. Prime and via seal to comply with standard specification contained in SANS 1200 MH.

The Asphalt will comply with COLTO and as amended in the project specifications (B4202, B4203, B4204, B4205, B4206, B4208, B4210, B4211, B4213 and B4214).

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

Rate will include all relevant amendments in the project specifications.

Where existing paving is to be reinstated, in addition to the above, the rate will include transport from the stockpile, placing on sand bedding and laying of the pavers in accordance with SANS 1200 MJ and as amended in the project specifications.

PS DB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material Unit: m<sup>3</sup>

Rate to include the following:

The rate is an "extra-over" Item DB 8.3.6.1 and include all costs of supplying and placing of imported material in the final position with material from commercial sources.

The material for subbase will comply with SANS 1200 ME and as amended in the project specifications.

The material for base will comply with SANS 1200 MF and as amended in the project specifications.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

PS DB 8.3.9 Saw-cutting of existing premix Unit: m

The rate shall include the following:

All equipment and labour necessary for the cutting of the premix to a neat edge and will include removal of the area of premix to be spoiled in terms of clause PS C 3.1;

The full width of the premix to be removed as indicated on the typical detail drawing and is deemed to include all over break;

Any additional saw cutting that may be required to ensure that reinstatement is done against a neat and straight edge.

PRINT NAME:			
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saNs 1200 DM: earthworks (roads, subgrade)

#### DM 3 MATERIALS

##### PS DM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to DM 3.1:

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

##### DM 3.2 CLASSIFICATION FOR PLACING PURPOSES

##### PS DM 3.2.3 Selected Layers

Substitute DM 3.2.3 with the following:

Materials used for selected layers shall comply with the following:

DESCRIPTION	LOWER SELECTED LAYER (G9 – TRH14)	UPPER SELECTED LAYER (G7-TRH 14)
Minimum CBR at 93 % MAASHTO density (100 % for sand)	7	15
Maximum CBR swell at 100 % MAASHTO density	1,5 %	1,5 %
Maximum size of aggregate after compaction	100 mm	100 mm
Minimum Grading Modulus (GM)	0,5	0,75
Maximum Plasticity Index (PI)	12	12
Maximum Group Index	-	1

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

#### DM 4 PLANT

##### PS DM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER

##### PS DM 4.2.1 Pneumatic-tyre Roller

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

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

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

#### DM 5 CONSTRUCTION

##### DM 5.1 PRECAUTIONS

##### PS DM 5.1.2 Accommodation Of Traffic

Add the following to DM 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of public traffic is restricted. Such bypasses and road signs shall be in accordance with the "CSRA-CUTA: Road Traffic Signs Subcommittee; Road Signs Note no 13, the SA Road Traffic Signs Manual" and shall be approved by the Engineer before the commencement of construction.

##### DM 5.2 METHODS AND PROCEDURES

##### DM 5.2.2 Cut And Borrow

##### PS DM 5.2.2.2 Dimensions of cuts

PRINT NAME:			
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SIGNATURE:		DATE:	



Substitute "subbase" in the second paragraph of DM 5.2.2.2 with "subbase or selected layer, whichever may be applicable", and

Substitute "CBR of at least 7" with "CBR as applicable according to the provisions of PS DM 3.2.3".

PS DM 5.2.2.3 b) Cut to spoil

Substitute DM 5.2.2.3(b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface.

PS DM 5.2.2.4 Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

DM 5.2.3 Treatment of Road bed

PS DM 5.2.3.3 Treatment of road bed

Preparation and compaction of road bed.

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

The road-bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of MAASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

In clay areas excavation and shaping to the level as approved by the engineer will be necessary.

PS DM 5.2.5 Selected Layer

Add the following to DM 5.2.5:

The Engineer may, depending on the quality of the in situ material, order the omission one or both of the selected layers. To determine the amount of selected layers, if any, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1,5 m x 1,5 m and 1,0 m deep at positions indicated by the Engineer, before construction commences.

The Contractor shall backfill all test holes with selected material and compact it to 95 % of MAASHTO density (100 % for sand), after the Engineer has taken samples and profiled the holes.

DM 6 TOLERANCES

PS DM 6.5 DIMENSIONS AND LEVEL CONTROL

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

DM 7 TESTING

PS DM 7.2 PROCESS CONTROL

Amend table 1 of DM 7.2 as follows:

Substitute "2 000 m<sup>2</sup>" with "1 500 m<sup>2</sup>", "1 500 m<sup>2</sup>" with "1 200 m<sup>2</sup> and "5 000 m<sup>2</sup>" with "3 000 m<sup>2</sup>".

PS DM 7.3 ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

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

It is the responsibility of the contractor to prove to the engineer that all the layer works prepared and constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

DM 8 MEASUREMENT AND PAYMENT

DM 8 MEASUREMENT AND PAYMENT

PS 8.2.1 Volume only measured once

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



Substitute the first sentence in DM 8.2.1 with the following:

Earthworks will be measured by volume once only as compacted fill from cut shapes.

#### DM 8.3 SCHEDULED ITEMS

PS DM 8.3.3 Treatment of roadbed Unit: m3

Add the following to DM 8.3.3:

The roadbed preparation will be done to the compaction specified and the rate is deemed to include additional costs to achieve specified compaction.

Rate will include working in all areas indicated on the drawings (including what may be considered restricted/confined working areas) and all relevant amendments in the project specifications.

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

Add the following to DM 8.3.4:

Substitute "90 %" in DB 8.3.4 with "93 % (100 % for sand)" and "road prism" with "road prism and borrow pits".

Add the following:

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

Overhaul within the road reserve is included.

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

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered.

On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.

PS DM 8.3.5 Selected Layer Unit: m3

Add the following to DM 8.3.5:

Provision will be made separately for compaction of the Upper Selected Layer to "95 % (100 % for sand) of MAASHTO density".

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

Where items are measured from other necessary excavation, the rate will be deemed to include, procuring material of quality specified, from site (PS DM 8.3.4), testing, stockpiling, loading, transporting, offloading on the point in the road where it is going to be used.

Rate for the above (commercial or from site) to include placing, spreading (to line and level) in the road prism and compaction to 95% MOD AASTHO (100% for sand).

Rate will include working in all areas indicated on the drawings (including what may be considered restricted/confined working areas) and all relevant amendments in the project specifications.

PS DM 8.3.7 Cut To Spoil or Stockpile Unit: m3

Add the following to DM 8.3.7:

The rates for Cut to Spoil and Cut to Stockpile shall include overhaul to the spoil sites and stockpiling within the vicinity of the site. Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered.

PRINT NAME:			
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Only compacted volumes will be measured. The contractor must allow in his rates for bulking factors. The Contractor will stockpile the materials, to be used in PS DM 8.3.5, separately and the rate will include full compensation for selective excavation, separate stockpiling, maintaining, dust control and PS DM 8.3.11.

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

Rate will include working in all areas indicated on the drawings (including what may be considered restricted/confined working areas) and all relevant amendments in the project specifications.

PRINT NAME:			
CAPACITY:		Name of firm	
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SANS 1200 I : medium pressure pipelines

### L 3 MATERIAL

#### PS L 3.1 GENERAL

Substitute the first sentence of L 3.1 with the following:

Types and classes of pipes shall be as scheduled.

#### L 3.7 OTHER TYPES OF PIPES

##### PS L 3.7.2 Polyethylene Pipes

Substitute L 3.7.2 with the following:

All HDPE pressure –and non-pressure pipes and fittings shall comply with the relevant SANS standard for that particular product; according to the class as specified and/or indicated in the schedule. All pipe lengths shall bear the date and time of production, SANS standard and logo of any certification authority accredited by SANAS to do product conformance certifications according to the relevant SANS standard on a particular product (i.e. SANS, SATAS) at regular intervals as per the product standard.

Proof of current product certification by a SANAS accredited authority (such as SANS or SATAS) should be submitted, and in addition, the manufacturer should also submit a current SAPPMA certificate at tender stage, in order to ensure adherence to the SAPPMA quality assurance standards.

Only virgin PE100 polymer from a recognised supplier should be used. SANS 4427 does allow the addition of regrind material, as long as it is from the manufacturer's own material. However it is advisable to give preference to manufacturers who use no regrind material at all.

In addition to the above requirements, a certificate of conformance for the polymer together with a QA plan by the pipe manufacturer should also be submitted.

The above is applicable to all products manufactured locally according to SANS/ISO 4427, SANS/ISO 4437, SANS/ISO 8772, SANS/ISO 21307, (and EN 13476-1 & ISO 9969 where there is currently no SANS STANDARD) which are within the SAPPMA quality assurance product range. These products should either bear the SAPPMA mark of quality reassurance explicitly; where products do not bear the printing of a SAPPMA mark (i.e. small components, fittings, fusion welds, etc. and/or where products have not been manufactured locally) they should be supplied by a manufacturer in possession of a valid SAPPMA certificate to ensure a continuous commitment to SAPPMA's quality reassurance standards are maintained.

All HDPE pipe installations (trenched-in or trenchless) should be done by an IFPA member. IFPA members should provide the necessary training to their employees to ensure IFPA standards are maintained. Employees involved with the welding operations shall have a (minimum) certificate of competence at NQF Level 2 (in accordance to SANS 10268.) All bends on HDPE pipes should comply with SANS 6269.

All sub-contractors or pipe installers involved with the installation procedures on HDPE pipes should submit a valid IFPA certificate prior to final approval/acceptance to carry out the work on site.

#### PS L 3.7.3 Stainless Steel Pipes

All specials and fittings shall be stainless steel grade 316 unless otherwise stated on the drawings. All pipes to be of Schedule 40 thickness.

### L 3.8 JOINTING MATERIALS

#### PS L 3.8.4 Loose Flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

Bolts and nuts shall comply with the requirements of SANS 135.

All gaskets to be non-asbestos, Euroseal or approved equivalent.

#### L 3.9 CORROSION PROTECTION

#### PS L 3.9.5 Joints, Bolts, Nuts and Washers

Add the following to L 3.9.5:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



All bolts, nuts and washers shall stainless steel Grade 316 and must be treated with a Nickel based anti-seize compound and Denzo Tape and Paste protection in accordance with the manufacturer's specifications.

All flange drilling equal to and smaller than 200mm dia to be to SANS 1123, Table 1600/3.

#### PS L 3.10        VALVES

Substitute L 3.10 with the following

##### PS L 3.10.1    Gate Valves

All gate valves shall comply with the requirements of SABS 664 and shall be suitable for a working pressure of 1,6 MPa. All gate valves must be supplied with a square spindle nut, suitable to be used with a valve key.

All valves shall be AVK or similar approved. Valves shall be the resilient seal type, shall have spigot ends unless shown differently on the drawings and shall open clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles and must have minimum 250micron Copon KSIR epoxy paint applied to all internal and external surfaces.

All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3. Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

#### L 5        CONSTRUCTION

##### L 5.2    JOINTING METHODS

###### PS L 5.2.5    Welding of HDPE Pipes

The HDPE pipes shall be joined by means of heat fusion using approved butt-welding equipment by fully trained operators in accordance with SANS 10268-1 and the manufacturer's specifications. The Contractor shall confirm with the Engineer of the welding machine and of the welding parameters and tables to be used. Test welds shall be carried out and shall be tested and approved by the Engineer before welding on site can commence. No additional payment will be made for test samples which are required and allowance must be made for one test weld per pipe diameter applicable to the contract.

The Contractor shall provide a digital thermometer or similar for the accurate measurement of the weld temperatures.

No separate payment shall be made for the welding of pipes and the removal of internal and external beadings is not required, except where pipe bursting will be undertaken.

#### L 5.6    VALVE AND HYDRANT CHAMBERS

##### PS L 5.6.1    General

Substitute the words "drawing L-1" in the second line with "the drawings".

##### PS L 5.6.2    Construction of Chambers

Substitute the words "drawing L-1, L-2 and L-3" in the fourth line with "the drawings".

##### PS L 5.11    PIPELINE ROUTE MARKERS

Route markers shall lines cur into the kerbs and painted blue with primer and 2 layers of oil paint.

##### PS L 5.12    CORROSION PROTECTION

All flange, flange and backing ring connections, VJ couplings and all bolted connections must be externally protected by means of a tape/mastic wrapping system (Denzo or similar). A method statement to be supplied to the engineer before wrapping commence.

#### L 7        TESTING

##### L 7.3    STANDARD HYDRAULIC PIPE TEST

###### PS L 7.3.1    Test pressure and time of test

Substitute L 7.3.1.2 with the following:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



The test pressure for field testing shall be 1,25 times the rated maximum working pressure indicated by the class of pipe (e.g. Test at 15.6 bar for class 12.5 pipe).

Any isolating valves and/or end caps, blank flanges, or other isolating devices required for testing mixed types of classes of pipelines which traverse over a wide range of altitudes, will be installed by the Contractor at his own cost.

The time taken to conduct all the tests, including filling the pipe with water, will be for the Contractors account and the Contractor is deemed competent to allow for sufficient time to conduct the test on the pipeline. The (hydraulic) testing will be based on the following procedure and a method statement must be submitted to the Engineer for approval prior to commencement of testing:

Seal the pipeline. Fix all blank flanges, remove air valves and all other on line equipment that may be damaged by high pressure.

Only test against blank flanges, do no test against valves (temporary valve will be allowed at the Contractors cost).

Fill the pipeline from the appropriate point. Bleed air from all high spots and flange points.

Phase 1 Test: commence raising the pressure at the filling point to the operating pressure or a pressure of 5 bar, whichever is higher. Hold this pressure for a period of 2 hours and add water whenever the pressure drops by 0.2 bar in order to maintain a steady pressure.

Phase 2 Test: After two hours raise the pressure to 1.3 times the operating pressure or 6.5 bar, whichever is higher, as quickly as practical. Again maintain this pressure for two hours by adding water whenever the pressure drops by 0.2 bar.

Phase 3 Test: At the of the second two hours release the pressure back down to the phase 1 level, within a period of not more than 30 minutes and as quickly as is practical, in a controlled manner.

If after one hour the pressure in the pipeline remains at or above the operating pressure, the test is considered to be completed with the pipeline passing the hydraulic test.

All welding test will be done in accordance with SANS 6269.

All other tests described in SANS 4427 must be conducted and must be included in the rates submitted by the Contractor.

Until testing have taken place and the pipelines have passed the test, only 85% of the rate will be certified for payment. 100% of the rate will only be certified upon successful completion of all testing.

## 8 MEASUREMENT AND PAYMENT

### L 8.2 SCHEDULED ITEMS

PS L 8.2.1 Supply, Lay and Bed Pipes Complete with Couplings Unit: m

Add the following to L 8.2.1:

The tendered rates shall also include full compensation for the cost of all labour, material, plant, chemicals and overheads for the complete sterilisation of the entire potable water reticulation system and the disposal of the sterilising solution as approved by the Engineer.

Rate to include PS A 3.1, PS A 7.2, PS A 7.4, PS A 7.1.1, PS L 3.1, PS L 3.7.2, PS L 5.2.5, PS L 5.11, PS L 7.3.1 and PS L 8.2.10.

Rate will include all relevant amendments in the project specifications.

PS L 8.2.2 Extra-over PS L 8.2.1 for the supplying, fixing and bedding (Class B) for specials complete with couplings Unit: No

The rate to include the following to the applicable items:

Based on factory moulded bends HDPE PE100 PN 12.5.

PS L 3.7.2, PS L 3.7.3, PS L 3.8.4, PS L 3.9.5, PS L 5.2.5, PS 5.12 and all relevant amendments in the project specifications.

For stainless steel specials, the rate is to be based on the drawings and relevant specifications provided. All lead time to be considered and the Contractor to take note supplier may require additional time before shipping materials due to method of shipping. Rate to include alternative courier to expedite delivery for example aeroplane.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



The rate will also include all additional excavations, trimming, backfilling with G7 sand compacted to 100% MOD AASTHO and trimming.

**PS L 8.2.3 Extra-over PS L 8.2.1 for The Supplying, Fixing And Bedding Of Valves Unit: No**  
Add the following to L 8.2.3:

Valves and fire hydrants are measured and paid for per item, and must be based on PS L 3.7.3, PS L 3.8.4, PS 3.9.5 and PS L 3.10, PS L 5.12 and PS L 8.2.10, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, bends, fittings, isolating valves (e.g. under air valves), additional pipe lengths, spindle extensions and stainless steel specials where required, complete as shown on the drawings. Flanged distance pieces shall be included in the rate for air valves. Rate will include all relevant amendments in the project specifications.

All lead time to be considered and the Contractor to take note supplier may require additional time before shipping materials due to method of shipping. Rate to include alternative courier to expedite delivery for example aeroplane.

**PS L 8.2.10 Temporary Valves, Etc. Unit: Sum or No**

Substitute L 8.2.10 with the following:

Temporary valves, end caps or blank flanges for testing shall be included in the rate for the laying of pipes except where separate items are included in the schedule of quantities.

**PS L 8.2.11 Concrete thrust blocks Unit: m<sup>3</sup>**

The rate will include all concrete, formwork, reinforcement and will be placed to dimensions ordered or given on the drawings and schedule reinforcement. The relevant terms of Clause 8 of SANS 1200 G or SANS 1200 GA, as applicable, will apply.

The rate will also include all additional excavations, trimming, backfilling with G7 sand compacted to 100% MOD AASTHO and trimming.

**PS L 8.2.13 Valve and Hydrant Chambers, etc Unit: No**

Add the following to 8.2.13:

The rate will be based on the drawings and will include all requirements including concrete, cover and frame, reinforcement, formwork etc and will include all additional and over excavations required (in all materials) including backfilling against chamber with clean sand compacted to 100% MOD AASTHO, trimming and making good.

All frames to be cast into top slabs. Top slabs to be 40MPa (28 days).

Rate will include PS L 3.11.4 and all relevant amendments in the project specifications.

**PS L 8.2.16 Connect to existing pipeline Unit: No**

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, backfilling, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## SANS 1200 LB : BEDDING (PIPES)

### LB 3 MATERIALS

#### PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 19 mm sieve and not more than 5 % passing a 0,075 mm sieve.

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Engineer, comprising

19 mm single stone complying with the grading requirements of SANS 1083 shall be used.

#### PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

#### PS LB 3.3 BEDDING

Add the following to LB 3.3:

HDPE pipes shall be classified as flexible pipes.

#### PS LB 3.4 SELECTION

##### PS LB 3.4.1 Suitable Material Available from Trench Excavation

Substitute the first sentence of LB 3.4.1 with the following:

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

#### PS LB 3.5 POLYETHYLENE WARNING TAPE

The danger tape shall be manufactured from Grade XJF 46/60 polyethylene at least 0,4 mm thick and with a nominal width of 230 mm, and which is completely impregnated with a light orange pigment reasonably matching colour no B26 of SANS 1091.

A black triangle and lighting flashes for electricity, as depicted on sign WW7 of SANS 1186, as well as the words "DANGER, GEVAAR, INGOSI" shall be printed clearly and permanently onto the tape. The whole pattern shall be repeated every 1 m.

The quality of all materials employed shall be such as to ensure the permanency of the tape under all environmental and soil conditions, as well as the stability of the orange pigmentation and the lettering and warning symbols.

The cost to supply, handle and place the tape must be allowed for throughout the rates under the relevant items and no additional payment will be made.

### LB 5 CONSTRUCTION

#### LB 5.1 GENERAL

##### PS LB 5.1.4 Compacting

Substitute "90 % of MAASHTO" in LB 5.1.4 with "93 % of MAASHTO (100 % for sand)".

#### LB 8 MEASUREMENT AND PAYMENT

##### LB 8.1 PRINCIPLES

###### PS LB 8.1.1 Supply of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

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

Rate will include all relevant amendments in the project specifications.

##### PS LB 8.1.3 Volume of Bedding Materials

Add the following to LB 8.1.3:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



c) The volume of the pipe will be deducted when the volume of the bedding material are calculated.

PS LB 8.1.4 Separate Items for Cradle and Blanket

Substitute LB 8.1.4 with the following:

No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5 Disposal of displaced material

Substitute LB 8.1.5 with the following:

Material displaced by the pipeline and by imported material from sources other than trench excavations, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material.

PS LB 8.2.1 Provision of bedding from trench excavations Unit: m<sup>3</sup>

In LB 8.2.1 replace "0.5km" with "the site boundaries" and "within a freehaul distance of 0.5km" with "to an approved dumping site".

Add the following to LB 8.2.1:

The rate will include for PS LB 3.4.1 and also cover the costs for sourcing the material from other necessary excavations (should this be required), for example the bulk earthworks, and all necessary steps to be taken by the Contractor (including but not limited to labour, construction equipment, sieving and modifications) to ensure that the material complies with the relevant project specifications of SANS 1200 LB Clause 3.

Rate will be based on all relevant amendments in the project specifications.

PS LB 8.2.2.3 Supply of bedding by Importation from Commercial Sources Unit: m<sup>3</sup>

Add the following to LB 8.2.2.3:

Rate tendered for (a) - (b) to include PS LB 3.1. PS LB 3.2, PS LB 3.3, PS LB 3.4, PS LB 5.1.4, PS LB 8.1.3 and PS LB 8.1.4.

Add the following to LB 8.2.2.3 (d):

Bedding for adverse soil conditions

Payment will be made if bedding is used on writing order of the Engineer and the material comply with provisions of PS LB 3.1.

Rate will include all relevant amendments in the project specifications.

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SANS 1200 M: roads (general)

**M3 CONSTRUCTION**

The contractor's attention is drawn to the fact that the widening of road shall be done according to the benching method. No additional payment will be made with regard thereto and all the costs relating to the benching-method is deemed to be included in the various rates for the widening.

**M 5 CONSTRUCTION**

Add the following paragraph:

**PS M 5.1 SELECTION**

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

**M 6 TOLERANCES**

**PS M 6.3 FREQUENCIES OF CHECKS**

Add the following to M 6.3:

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

**M 7 TESTING**

**PS M 7.3 ROUTINE INSPECTIONS AND TESTING**

Substitute M 7.3.3 with the following:

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

**PS M 8 MEASUREMENTS AND PAYMENT**

Add the following to M 8:

It is the responsibility of the contractor to proof to the engineer that all the materials and layer works prepared or constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests (UCS-, compaction test results, etc.) shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

The cost of all routine testing done by the Engineer, and of which the results are in accordance with the specification shall be paid by the contractor. The contractor may claim this billed cost plus superintendence and administration in his next payment certificate. The cost of failed testing shall not be claimable by the contractor. The employer may elect to pay the commercial laboratory himself, in which case no payment will be made to the contractor for this work. An administration fee on the routine testing for the engineer has been allowed for where paid through the contractor.

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## SANS 1200 ME: SUBBASE

### ME 3 MATERIALS

#### ME 3.2 PHYSICAL PROPERTIES

##### PS ME 3.2.1 Subbase Material

Substitute ME 3.2.1 with the following:

Materials of G5 quality for use in the subbase shall comply with the requirements in TRH14 – Natural aggregate for pavement layers (G5)

- i) Maximum size of aggregate after compaction 63 mm
- ii) Maximum liquid limit 30
- iii) Maximum plasticity index (PI) 10
- iv) Maximum linear shrinkage 5 %
- v) Minimum CBR at 95 % of MAASHTO density 45
- vi) Maximum CBR swell at 100 % of MAASHTO density 0,5 %
- vii) Maximum group index 0
- viii) Minimum grading modulus (GM) 1,5 %

Note:

The maximum size aggregate for G5-material used as base for sidewalks shall not exceed 38mm.

### ME 3.3 STABILISING AGENT

##### PS ME 3.3.1 General

Substitute ME 3.3.1 b) Portland cement with the following:

"All cement used during construction shall comply with SANS 50197-1 specifications for cement. Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS 50197-1 "Cement compositions, specifications and conformity criteria Part 1: Common cements". All cement products on site shall conform to the specification and shall bear the inspection seal or brand mark of the SANS (South African Bureau of Standards)."

### ME 5 CONSTRUCTION

#### ME 5.4 PLACING AND COMPACTION

##### PS ME 5.4.1 Placing

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

##### PS ME 5.4.5 Work In Restricted Areas

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

### ME 5.7 TRANSPORT

##### PS ME 5.7.1 Free haul

Substitute ME 5.7.1 with the following:

An unlimited free haul distance shall apply to subbase material.

### ME 7 TESTING

#### ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

##### PS ME 7.2.1 Process Control

Replace "1500 m<sup>2</sup>" with "1000 m<sup>2</sup>" and replace "5000 m<sup>2</sup>" with "2500 m<sup>2</sup>" in Table 2 of ME 7.2.1.

Each area of road widening will be subject to process control.

##### PS ME 7.2.2 Routine Inspection and Testing

Substitute the second sentence of ME 7.2.2 with the following:

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

### ME 8 MEASUREMENT AND PAYMENT

#### PS ME 8.2 COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

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Measurement and payment shall be to the exact dimensions as shown on the drawings.

**DM 8.3 SCHEDULED ITEMS**

**PS ME 8.3.3** Construct subbase course/gravel wearing course with material from commercial source

Unit:

m3

Add the following to ME 8.3.3:

Rate to include

PS A 7.1.1, PS A 7.1.2, PS A 7.2, PS A 7.4, PS M 7.3, PS M 8.3, PS ME 3.2.1, PS ME 5.4.1, PS ME 5.4.5, PS ME 5.7.1, PS ME 7.2.1, PS ME 7.2.2, PS ME 8.2 and all other relevant amendments in the project specifications.

**PS ME 8.3.8 STABILIZING AGENT**

Add the following to ME 8.3.8:

Stabilization of the subbase will be done with Portland Cement

"All cement used during construction shall comply with SANS 50197-1 specifications for cement. Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS 50197-1 "Cement compositions, specifications and conformity criteria Part 1: Common cements". All cement products on site shall conform to the specification and shall bear the inspection seal or brand mark of the SANS (South African Bureau of Standards)."

If the percentage stabilizing agent increases or decreases, the increased or decreased payment will be amended according to the price in the schedule of quantities as tendered by the contractor.

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SANS 1200 MF: base

### MF 3 MATERIALS

#### MF 3.3 PHYSICAL AND CHEMICAL PROPERTIES

PS MF 3.3.1 Natural Gravel (Unstabilised or Stabilised)

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

1) Natural gravel, of G4 (nominal size of aggregate = 26.5mm) quality (TRH 14) which is placed in the base shall, after compaction, comply with the following:

a) The grading must comply with the table below:

NOMINAL APERTURE SIZE OF SIEVE, mm	PERCENTAGE PASSING, BY MASS
53,0	100
37,5	100
19,0	60-90
4,75	30 – 65
2,00	20 – 50
0,425	10 – 30
0,075	5 – 15

b) Maximum liquid limit 25

c) Maximum plasticity index (PI) 6

d) Maximum linear shrinkage 3 %

e) Minimum CBR at 98 % of MAASHTO density 80

f) Maximum CBR swell at 100 % of MAASHTO density 0,2 %

Natural gravel, of G5 quality (TRH 14) which is placed as the base shall, after compaction, comply with the requirements of G5 material as specified in PS ME 3.2.1(a) except for the aggregate size that shall not exceed 38mm.

### MF 5.9 TRANSPORT

PS MF 5.9.1 Free haul

Substitute M 5.9.1 with the following:

An unlimited free haul distance shall apply to basecourse material.

### MF 6 TOLERANCES

#### MF 6.1 DIMENSIONS, LEVELS, ETC

PS MF 6.1.2 Grade

Add the following to MF 6.1.2:

In addition to the above-mentioned requirements, the surface shall be of such a grade that all surface water shall drain freely to the adjacent kerbs and/or channels, and all subsequent costs to rectify the surface to comply hereto shall be borne by the Contractor.

### MF 7 TESTING

#### PS MF 7.2 PROCESS CONTROL

For Table 3 of MF 7.2 substitute the following:

Replace "1500 m<sup>2</sup>" with "1000 m<sup>2</sup>" and replace "5000 m<sup>2</sup>" with "2500 m<sup>2</sup>" in Table 3 of MF 7.2.

#### PS MF 7.3 ROUTINE INSPECTION AND TESTING

Substitute MF 7.3.2 with the following:

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

### MF 8 MEASUREMENT AND PAYMENT

#### PS MF 8.2 COMPUTATION OF QUANTITIES

Substitute MF 8.2 with the following:

PS ME 8.2 shall apply mutatis mutandis.

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**MF 8.3 SCHEDULED ITEMS**

PS MF 8.3.3 Construct subbase course/gravel wearing course with material from commercial source  
Unit:

m3

Add the following to MF 8.3.3:

Rate to include:

PS A 7.1.1, PS A 7.1.2, PS A 7.2, PS A 7.4, PS M 7.3, PS M 8.3, PS MF 3.3.1, PS MF 5.9.1, PS MF 6.1.2, PS MF 7.3, PS MF 8.2 and all relevant amendments in the project specifications.

Where material is specified from a stockpile, in addition to the above, the rate to further include all requirements to construct the layer to specified specifications.

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## COLTO SECTION 4100: PRIME COAT

### B4102 MATERIALS

(b) Aggregate for blinding

Add the following sentence:

Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties.

### B4104 WEATHER AND OTHER LIMITATIONS

Replace paragraph (g) with the following:

(g) When the moisture content of the upper 100 mm of the layer is higher than 50% of the optimum moisture content determined according to SANS 3001-GR30 (TMH1 method A7). In the event of rain after priming, the base shall be allowed to dry out to meet above moisture content requirements prior to surfacing.

### B4106 APPLICATION OF THE PRIME COAT

Add the following to paragraph (c):

"The nominal rate of application of the prime coat shall be 0,8 l/m<sup>2</sup> or as otherwise directed by the engineer or indicated on the drawings. The edges of the primed surface shall be 150 mm wider than the edges of the surfacing."

Add the following subsubclause:

(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with sub-clause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50mm is sprayed onto the previously constructed or existing surfacing."

### B4108 TOLERANCES

Delete the first paragraph and replace with the following:

The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

Table B4108/1

#### PAYMENT REDUCTION FACTORS FOR CONDITIONALLY ACCEPTED PRIME COAT

Deviation specified spray rate at spraying temperature. (%)	Payment factor for Reduction of tendered rate.
± 8.0	1.00
± 9.0	0.97
± 10.0	0.95
± 11.0	0.90
± 12.0	0.85
± 13.0	0.80

Any deviation outside these limits shall not be paid for, however, the engineer shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the engineer, only the actual quantities applied shall be paid for.

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## B4109 TESTING

Add the following

No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site.

## B4110 MEASUREMENT AND PAYMENT

Item

B41.01 Prime Coat	Unit
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Add the following sub item:

Colprime E or similar approved.....m<sup>2</sup>

In the first paragraph of the payment description for 41.01, replace the word "litre" with "square meter".

Add the following to the end of the payment description paragraph:

The prime coat may have to be applied in restricted areas. The tendered rate shall apply for all applications of the prime coat irrespective of the size of the area where it has to be applied. Making good of deficient prime, and blinding of excessive prime shall be for the Contractors account.

The rate tendered must further include all relevant project specifications including B4102, B4104, B4106, B4108 and B4109.

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## COLTO SECTION 4200: ASPHALT BASE AND SURFACING

## B4202 MATERIAL

- (a) Bituminous binders
- (i) Conventional binders

Replace the first paragraph with the following:

The various bituminous binders specified shall comply with the relevant SANS specifications stated below:

Penetration Grade Bitumen.....SANS 4001-BT1:2016

Bitumen Emulsion (anionic).....SANS 4001-BT3:2014

Bitumen Emulsion (cationic).....SANS 4001-BT4:2014

Add the following:

The binders to be used shall be as follows:

Bitumen Treated Base Course (BTB): Continuously medium graded asphalt base with a 28mm maximum nominal size: 50/70 penetration grade bitumen; and

- (iii) Homogeneous modified binders

Asphalt Surface Overlay (AP1): Continuously medium graded, with a 14mm nominal maximum particle size: 50/70 penetration grade bitumen modified to an AP1 (Elastomer Modified).

The homogenous modified binder shall be manufactured according to the guidelines in the latest "Technical Guideline: The use of Modified Bituminous Binders in Road Construction (TG 1-2015): Asphalt Academy".

The base bitumen shall be 50/70 grade bitumen and must conform to SANS 4001-BT1:2016. The type as well as percentage of modifier is not prescribed, however the Contractor shall indicate in the returnable document what polymer he shall be using.

The properties of the homogeneous binder shall comply with the relevant requirements for a binder class AP1 as listed in table B4202/12

Add the following Tables:

Table B4202/12: Properties for Polymer-Modified Binder for Hot-Mix Asphalt

Property	Unit	Test Method	Class: AP1
Softening Point	°C	MB-17	63-73
Elastic recovery @ 15°C	%	MB-4	30-50
Dynamic viscosity @ 165°C	Pa.s	MB-18	<0.55
Storage stability @ 180°C	°C	MB-6	<5
Flash point	°C	ASTM D92	>230
After ageing (RTFOT)			
Mass change	%	MB-3	<1.0
Softening point (min)	°C	MB-17	61

- (b) Aggregates

Add the following paragraph to the introductory description:

Asphalt mixes shall be manufactured using different individual single size coarse aggregate fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 5mm shall consist of individual nominal single sized aggregate.

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For stone mastic asphalt mixes, all aggregate fractions in excess of 2mm shall consist of individual single size fractions. Arrangements must be made for additional screening, if required, and is deemed included in the rates tendered.

The use of crusher type materials shall not be permitted.

(v) Absorption

Add the following new sentence:

In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%.

(viii) Grading

Delete the second paragraph commencing with "The target grading..." and add the following paragraphs:

Bitumen Treated Base Coarse (BTB): the grading limits for the combined aggregate grading for the Asphalt Base (50/70 penetration grade bitumen), shall be as specified in Table B4202/6: continuously graded, 28mm maximum nominal size.

Asphalt Surface Overlay (AP1): the grading limits for the combined aggregate grading for the Asphalt Surface Overlay (AP1 modified) with a 14mm nominal maximum particle size shall be as specified in Table B4202/7 Part 2: Continuously Graded Medium Grade

Replace Table 4202/6 with:

Table B4202/6: Grading Limits for Combined Aggregate for Asphalt Base

Sieve size (mm)	Maximum nominal size (mm)
37.5	Continuously graded
28	28mm
20	Percentage passing sieve by mass
14	-
10	100
7	87-96
5	73-85
2	64-79
1	-
0.600	43-61
0.300	28-44
0.150	20-35
0.075	15-30
Aggregate	11-24
Bitumen (grade according to project specifications)	8-19
	5-12
	94.5%
	4.5%

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Nominal mix proportions by mass when bitumen is used

Active filler (for tender purposes to 1.0% be hydrated lime)

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Replace Table 4202/7 with:

Table B4202/7 Part 2: Grading Limits for Combined Aggregate for Asphalt Surfacing

		Continuously Graded Medium
Sieve size (mm)		
37.5		-
28		-
20		-
14		100
10		85-100
Percentage passing through sieve by mass		
7		-
5		56-77
2		33-48
1		25-40
0.600		18-32
0.300		11-23
0.150		7-16
0.075		4-10
Aggregate		93.5%
Nominal mix proportions by mass	Bitumen (grade according to project specifications)	5.5%
	Active filler (for tender purposes to be hydrated lime)	1.0%

(c) Fillers

Delete the second last sentence of the first paragraph and replace with:

With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes.

Add the following after the last paragraph:

"For tender purposes the active filler shall be hydrated lime"

(h) General

Add the following after the second paragraph:

Sufficient aggregate for a minimum of 3 days production shall be separately stockpiled and tested for conformance and uniformity prior to use. The test results shall be presented to the engineer.

**B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES**

Add "or aggregate content" after "or active filler" in the third last line of the first paragraph.

Delete the fifth paragraph and replace with the following:

The design of the asphalt mixes shall be in accordance with "Interim Guidelines For The Design Of Hot-Mix Asphalt in South Africa (June 2001)", and appropriate research results. The mix properties and requirements shall be as specified in the project specifications.

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The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/1.

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Replace Table 4203/1 with:

Table B4203/1: Asphalt Mix Requirements: Base and Surfacing

Property	Continuously Graded Medium Surfacing Mix	Continuously Graded (BTB) Base Mix
Design Guide	TRH8	TRH8
Binder	50/70 modified to AP1	50/70
Marshall Stability (kN)	8-18	8-18
Marshall Flow (mm)	2-5	2-6
Stability / Flow (kN/mm)	2.5min	2.5min
VMA (%)	14min	14min
VFB (%)	65-75	65-75
Air voids (%)	4-6	4-6
Indirect tensile strength @ 25°C (kPa)	1000min	1000min
Dynamic Creep Modules @ 40 °C (MPa)	15min	20min
Modified Lottmann @ 7% voids (TSR)	0.8min	0.7min
Air permeability @ 7% voids (cm <sup>2</sup> )	< 1 x 10 -8	< 1 x 10 -8
Binder film thickness (microns)	5.5-8.0	5.5-8.0
Filler bitumen ratio	1-1.5	1-1.5
Immersion Index (%)	75min	75min
Gyratory voids @ 300 gyrations (%)	2 min	2 min
Dynamic modulus at 10Hz, 20°C	>6.8GPa	-
Fatigue beam bending test @ 10Hz, 10°C to 50% stiffness reduction	>0.35x10 <sup>6</sup> reps@ $\mu\epsilon$	-
MMLS rutting (100k repetitions, 93% RICE briquette, wet, 60 degrees Celsius, 3600 rep/hour)	2mm	6mm
Hamburg Wheel Tracking: Minimum number of passes to 6mm rut	16 000 min	-

#### B4204 PLANT AND EQUIPMENT

##### (f) Vehicles

Replace the second paragraph with the following:

To minimize temperature loss all vehicles used for transporting asphalt to site shall be fitted with thermal asphalt covers (canvas covers not acceptable) irrespective of the prevailing climatic conditions or distance of transport.

#### B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

PRINT NAME:			
CAPACITY:		Name of firm	
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## (b) Moisture

Amend the last paragraph as follows:

Insert "and/or primed base" after "surfacing" in the third line of the first sentence.

Replace the last sentence with the following:

In such case the base shall be allowed to dry out to meet the above moisture content requirement prior to placing the surface layer.

## (c) Surface Requirements

## (iii) Tack Coat

Add the following paragraph:

Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.

## B4206 PRODUCING AND TRANSPORTING THE MIXTURE

## (b) Production of the mixture

## (ii) Using drum-type mixer plants:

Add the following:

Pre blending of aggregate fractions shall not be permitted and the contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler.

## (c) Transporting the mixture

Delete the second sentence in this paragraph.

Replace "4204(f)" with "B4204(f)" in the third line.

Add the following sub-clause:

## (f) Approval of asphalt mixture

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed Form D3 of TMH 10: "Instruction for the Completion of As-Built Materials Data Sheets" with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be for the contractors cost. The Contractor shall take note of the special requirements pertaining to the composition of asphalt base and surfacing as indicated in clause B4203. More specialized testing shall therefore be included in formalizing the mix design of the various mixes. The costs of such specialised testing as described in the guidelines as well as clause B4203 shall be included in the provided scheduled items.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least six weeks before it is intended to commence with any asphalt production.

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After approval is obtained for the laboratory design mix, a plant mix at varying binder contents in accordance with the requirements of section 4211 of the specifications. The Engineer may require that the mix be further assessed by means of CSIR Wheel Tracking or MMLS testing, the cost of which will be borne by the Employer. Mass production of asphalt shall only commence after approval of the trial section, which should be given within a maximum of 15 days.

The engineer may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced.

The Contractor shall make adequate provision in his programme for the lead time associated with the approval of the particular mix designs for the various asphalt base and surfacing layers.

#### B4208 JOINTS

Add the following to this clause:

Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.

#### B4210 COMPACTION

Replace the sixth paragraph with the following:

The sequence of rollers used in compaction is at the discretion of the Contractor provided the density as measured on recovered cores shall for the base be a minimum of 94% with an upper limit of 97%, and for the asphalt surfacing be a minimum of 93% with an upper limit of 96%, of the theoretical maximum (Rice's) density of the material.

In addition hereto, the compaction within the zone up to 200mm away from the joint plane shall be done in a manner to ensure densities of not less than 2% of these specified (above) in the rest of the layers (including all hot and cold joints). Joint densities shall be determined from cores taken not closer than 70mm to the joint to the joint plane and not further away than 200mm and they shall be assessed by treating the cores from each of the 200mm zones as separate lots for acceptance and payment purposes.

Rolling must continue until all roller marks have been eliminated and the specified minimum density have been obtained, but not after the mat has cooled to 90°C or below. Notwithstanding the requirements of the sixth paragraph, the minimum density for the asphalt base shall be 94%, and for the asphalt surfacing shall be 93% of the theoretical maximum density.

At least 25% of the cores drilled on the completed asphalt layers to determine the density, must be drilled at the areas near the joints.

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Add the following new subclauses:

The water permeability of the continuously graded asphalt surfacing layer shall be tested using the falling head (MARVIL) apparatus as described in clause 8109(d). The Engineer shall determine the number and location of test points and no single value shall exceed the value of 3 litre per hour.

Add the following at the end of the clause:

No traffic will be allowed on the newly compacted asphalt surface before the mat has cooled to ambient temperature.

#### B4211 LAYING OF TRIAL SECTION

Add the following to the end of the first paragraph:

As the purpose is not to calibrate any equipment etc the contractor shall calibrate the equipment and refine the mix design at his own cost.

#### B4213 CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

(c) Gradings

Replace Table 4213/1 with:

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Table B4213/1: Aggregate Grading Tolerances

Size of aggregate passing sieve size (mm)	Permissible deviation from the target grading (%)
28	+5
20	+5
14	+5
10	+5
7	+5
5	+4
2	+4
1	+4
0.600	+4
0.300	+3
0.150	+2
0.075	+1*

\*When statistical methods are applied the permissible deviation for the 0.075 fraction is +2%

#### B4214 QUALITY OF MATERIAL AND WORKMANSHIP

##### (b) Coring of asphalt layers

Add the following:

A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring.

##### (c) Routine inspection and tests

Add the following paragraph:

The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.

The truck number from which control samples are taken. All samples taken shall be appropriately numbered.

Test results and measurements will be assessed in accordance with the provisions of Section 8200.

Add the following subclause:

##### (d) Special tests

n-Heptane-Xylene Equivalent (Spot Test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method. Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## B4215 MEASUREMENT AND PAYMENT

Amend the following item to read as follows:

Item      Unit

B42.01 Asphalt Base (Continuously-Graded-BTB), 80mm thick, 50/70 bitumen, Content: 5.5%.....m<sup>2</sup>

Add the following to 42.01:

Rate to include the following:

Unit of measurement to be m<sup>2</sup> measured as per design drawings.

Clauses B4202, B4203, B4204, B4205, B4206, B4208, B4210, B4211, B4213 and B4214.

All testing as described in the standard specifications and as amended in the project specifications.

Testing will be done at an independent SANAS accredited lab.

Item      Unit

B42.02 Asphalt Surfacing (Continuously Graded, Medium-Premix), 50/70 bitumen modified to AP-1, Content: 5.5% .....m<sup>2</sup>

Add the following to 42.02:

Rate to include the following:

Unit of measurement to be m<sup>2</sup> measured as per design drawings.

Clauses B4202, B4203, B4204, B4205, B4206, B4208, B4210, B4211, B4213 and B4214.

All testing as described in the standard specifications and as amended in the project specifications.

Testing will be done at an independent SANAS accredited lab.

Item      Unit

B42.04 Tack coat with 60% stable-grade bitumen emulsion diluted with water 1:1 -ratio ....m<sup>2</sup>

Add the following to 42.04:

Rate to include the following:

Unit of measurement to be m<sup>2</sup> measured as per design drawings.

Clause B4202.

The rate tendered shall include procuring, furnishing and application of the material as specified. The tendered rate shall also include any/all costs and profits associated with identifying the most suitable tack coat for its application to the subsequent pavement layer.

Item      Unit

B42.08 100 mm cores in asphalt paving ..... number (No)

Amend the 1st sentence by adding the following after the word "drilled....":

"irrespective of depth or core."

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## SANS 1200 MJ: SEGMENTED PAVING

### ps MJ 2.3 DEFINITIONS AND ABBREVIATIONS

Replace "SABS 1058" with "SANS 1058:2012".

### PS MJ 3.1.2 CLASS, STRENGTH AND TYPE

Replace "SABS 1058" with "SANS 1058:2012".

### MJ 3 MATERIAL

#### MJ 3.1 UNITS

##### PS MJ 3.1.2 Class, Strength And Type

Add the following to MJ 3.1.2:

The type of paving shall be as specified in the bill of quantities.

### MJ 5 CONSTRUCTION

#### PS MJ 5.7 JOINT FILLING

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

### MJ 6 TOLERANCES

#### PS MJ 6.2 PERMISSIBLE DEVIATIONS

Add the following to MJ 6.2:

The degree of accuracy shall be degree I.

### MJ 7 TESTING

#### PS MJ7.1.1 TESTING: GENERAL: CHECKING

Add the following to MJ7.1.1:

A SANS accredited laboratory must be used for conducting tensile splitting tests on the materials that will be used in construction. Testing on batches will be as instructed by the Engineer.

#### PS MJ 7.4.2 OTHER TEST

Replace 7.4.2 with the following:

Blocks shall be subject to such tests as are described in SANS 1058:2012 and/or in the latest (on the date of tender closing) "Concrete Block Paving Specification and Installation" published by the Concrete Manufacturing Association. The frequency of the tests will be 10 samples per each day of delivery or 10 samples every 500m<sup>2</sup>. Samples must be taken from the roadways and will be identified by the Engineer and will be tested by an independent and SANS accredited lab. The onus is placed on the Contractor to ensure that sufficient control testing is done and is deemed included in the rate tendered.

### MJ 8 MEASUREMENT AND PAYMENT

#### MJ 8.2 SCHEDULED ITEMS

##### PS MJ 8.2.2 Construction of Paving Complete Unit: m<sup>2</sup>

Add the following to MJ 8.2.2:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



The rate shall include PS A 7.1.1, PS A 7.1.2, PS A 7.2, PS A 7.4, PS M 8.3, PS M 7.3, PS MJ 3.1.2, PS MJ 3.1.2, PS MJ 5.7, PS MJ 6.2, PS MJ 7.1.1, PS MJ 7.4.2, the units to be used in construction must have spacer nibs and all other relevant amendments in the project specifications.

PS MM 3.2.1, PS MM 3.3, PS MM 7.1 and all other relevant amendments in the project specifications. Re-establishment after the defects liability period.

---

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

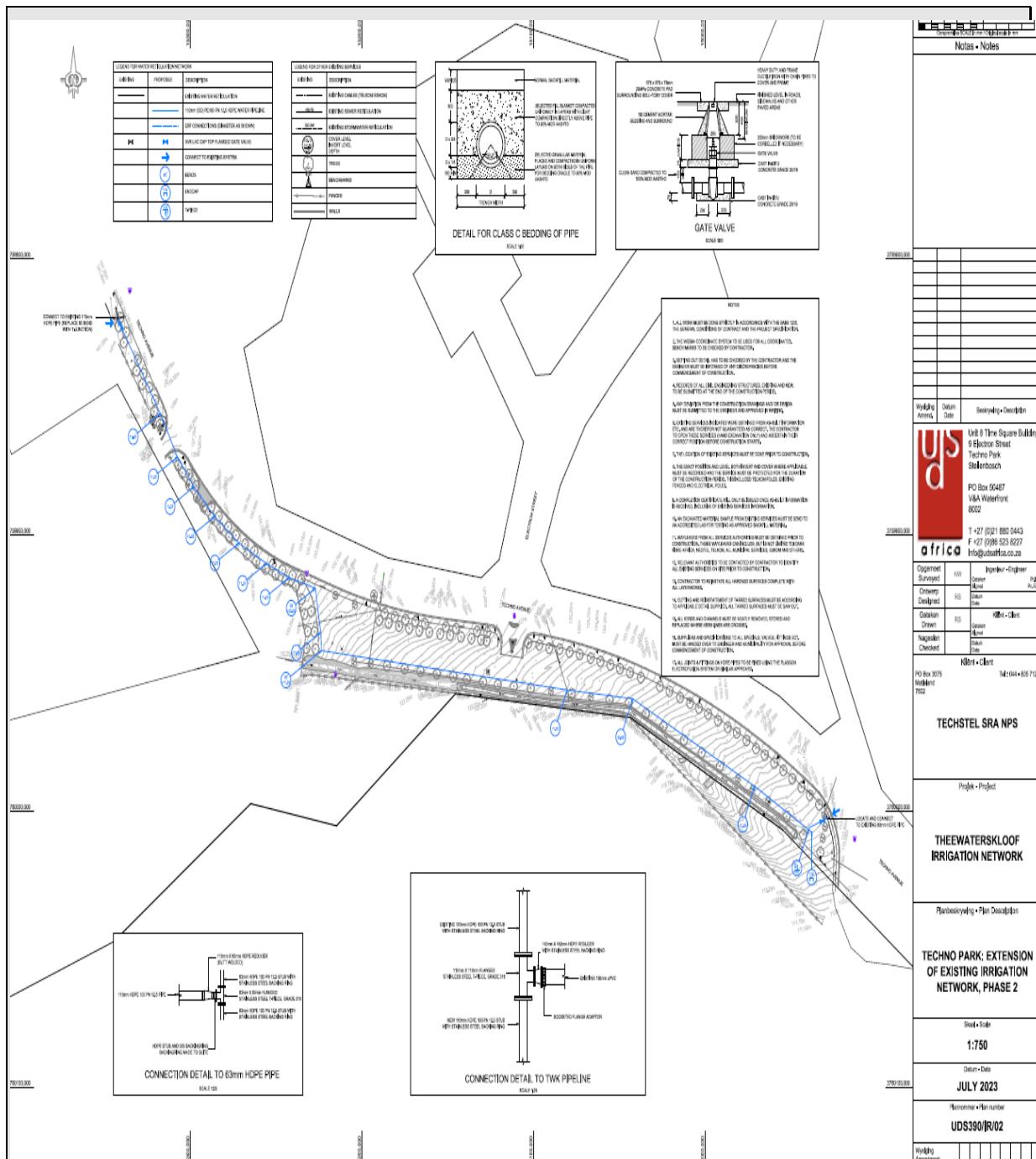
**Drawings**

The Works shall be carried out in accordance with the following drawings which form part of the contract documents:

UDS390-IR-02 – Extension of existing irrigation network, phase 2

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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## PRE-QUALIFICATION SCORE SHEET

- CIDB Rating  
Tenderers should have a minimum CIDB 2SH

CRITERIA	APPLICATION OF THE CRITERIA	CONFIRM
Company Experience	<p>Demonstrated experience of the tendering entity with respect to comparable projects by completing each row in the Returnable Schedule of work experience in full.</p> <p>CRITERIA Company Experience HDPE pipes: (minimum requirements):</p> <p><b>2 x Completed projects</b> - The Construction of HDPE pressure pipes (63mm nominal diameter or larger) by means of open trench construction at trench depths exceeding 0,8m for at least 400m. (Projects must include HDPE butt welding, installation of valves and similar connection details as per drawing UDS390-IR-02)</p> <p>HDPE pipeline (Completed projects) must be of minimum PE 100 PN 12,5 Class.</p>	
Resources and Capacity	Proof of availability of skills to manage and perform the contract (assigned personnel) – attach <b>Project Organogram</b>	
Methodology	<p>The Methodology to be used:</p> <p>Minimum requirements:</p> <p>Proposes a step-by-step process; (Construction programme)</p>	

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



## SCHEDULE OF PLANT AND EQUIPMENT

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

**DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.**

Attach additional pages if more space is required.

**DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.**

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )		
SIGNATURE		NAME (PRINT)
CAPACITY		DATE
NAME OF FIRM		



**SCHEDULE OF SUBCONTRACTORS**

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> )				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
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Tel		Tel			
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Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

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

<b>COMPLETED CONTRACTS</b>						
<b>EMPLOYER</b> (Name, Tel, Fax, Email)		<b>Contact Person</b> (Name, Tel, Fax, Email)		<b>NATURE OF WORK</b>	<b>VALUE OF WORK (INCL. VAT)</b>	<b>DATE COMPLETED</b>
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

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

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



**CERTIFICATE OF REGISTRATION WITH CIDB**

**CIDB Contractor Registration Certificate**

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
CRS Number:	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## FORM OF OFFER AND ACCEPTANCE

## NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

## INDICATE WITH AN 'X'

Are you/is the firm a registered VAT Vendor	YES	NO
If "YES", please provide VAT number		

## 1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 12/24**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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 VAT IS:

In figures:	Rates based tender
In words:	Rates based tender
	Rates based tender

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

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	(Insert name and address of organisation)	Date
Signature of witness:		



---

## 2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Stellenbosch Municipality, Plein Street, Stellenbosch</b>	
Name of witness:		Date:
Signature of witness:		



## PRICING SCHEDULE

### NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

		INDICATE WITH AN 'X'					
Are you/is the firm a registered VAT Vendor		YES		NO			
If "YES", please provide VAT number							

### Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



UDS390						
TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2						
<b>SECTION A: PRELIMINARY AND GENERAL</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A1	SANS 1200 A	PRELIMINARY AND GENERAL				
	PS A 8.3	<b>Scheduled Fixed-charge and Value-related Items</b>				
A1.1	PS A 8.3.1	Fixed preliminary and general charges	Sum	1,00		
A1.2	PS A 8.3.2	Value related preliminary and general charges	Sum	1,00		
	PS A 8.4	<b>Scheduled Time-related Items</b>				
A1.3	PS A 8.4.1	Time related preliminary and general charges	Sum	1,000		
	PS A 8.5	<b>Sums Stated Provisionally by Engineer</b>				
A1.4	PS A 8.5.2	For work to be done by a nominated sub-contractor (or the Employer)				
A1.4.1		a) Scanning for existing services	Prov Sum	1,000	20 000,00	20 000,00
A1.4.2		b) Overheads, charges and profit on item (a) above	%	20 000,00		
	PS A 8.6	<b>Prime Cost Sums</b>				
A1.5		As built surveys				
A1.5.1		a) Cost of as built surveys	Prov Sum	1,00	15 000,00	15 000,00



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A1.5.2		b) Charged required by Contractor on item a) above	%	15 000,00		
	PS A 8.8.4	Existing Services				
A1.6	PS A 8.8.4.1	Provision of and using of specialist detection equipment for:				
A1.6.1		a) Water, sewer and stormwater pipes	Sum	1,00		
A1.6.2		b) Eskom and other electrical cables	Sum	1,00		
A1.6.3		c) Telkom and other data cables	Sum	1,00		
A1.7	PS A 8.8.4.2	Excavation by hand in all material to expose existing services	m <sup>3</sup>	150,00		
A1.7.1	PS A 8.8.5	Cost of Survey in Terms of the Land Survey Act	Sum	1,00		
TOTAL CARRIED FORWARD						
		C2-Page.3.5				
UDS390						
<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>						
<b>SECTION A: PRELIMINARY AND GENERAL</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<b>BROUGHT FORWARD</b>						
A1.8	PS A 8.8.7	Dealing with water				
A1.8.1		a) Dealing with subsurface water	Sum	1,00		
A1.8.2		b) Dealing with surface water	Sum	1,00		



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TOTAL CARRIED FORWARD TO SUMMARY						
		C2-Page.3.6				
UDS390						
<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>						
<b>SECTION B: BULK PIPELINE</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		PIPELINE				
B1	SANS 1200 C	SITE CLEARANCE				
B1.1	8.2.1	Clear and grub for:				
B1.1.1	PS C 8.2.1	Pipe line routes	m	492,00		
B1.2	PS C 8.2.11	Removal of existing walls, kerbs, etc.				
B1.2.1		Saw cut existing bituminous surface	m	30,00		
B1.2.2	PS C 8.2.14	Break up & discard existing bitumen surfaces (up to 50mm thick)	m <sup>2</sup>	15,00		
B1.3	PS C 8.2.12	Remove and stockpile for reuse:				
B1.3.1		80mm bond pavers	m <sup>2</sup>	10,00		
	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
		Excavation				
B1.4	PS DB 8.3.2	a) Excavate in all materials for trenches backfill, compact, and				



		dispose of surplus material				
		For pipes with nominal diam up to 110mm				
		Over and Up to				
B1.4.1		0,0m 1,0m	m	492,00		
	PS DB 8.3.2	b) Extra-over item (8.3.2) above for::				
B1.4.2		c) Excavate and dispose of unsuitable material from trench bottom	m <sup>3</sup>	35,00		
	DB 8.3.3	<b>Excavation Anchillaries</b>				
B1.5		Make up deficiency in backfill material				
B1.5.1	PS DB 8.3.3.1	c) by importation from commercial sources (clean sand compacted to 100% MAASHTO density)	m <sup>3</sup>	35,00		
		<b>Existing Services</b>				
<b>TOTAL CARRIED FORWARD</b>						
		C2-Page.3.7				
UDS390						
<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>						
<b>SECTION B: BULK PIPELINE</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<b>BROUGHT FORWARD</b>						
B1.6	PS DB 8.3.5	a) Services that intersect a trench				



B1.6.1		Stormwater pipes up to 525mm diam	No.	2,00		
B1.6.2		Sewer pipes up to 160mm diam	No.	2,00		
B1.6.3		Water mains up to 160mm diam	No.	2,00		
B1.6.4		Electrical cables	No.	5,00		
B1.6.5		Telkom and other data sleeves	No.	5,00		
B1.6.6		Wooden pole barriers	No	8,00		
B1.7	PS DB 8.3.5	b) Services adjoining a trench excavation				
B1.7.1		Stormwater pipes	m	10,00		
B1.7.2		Sewer pipes	m	10,00		
B1.7.3		Water mains	m	10,00		
B1.7.4		Electrical cables	m	320,00		
B1.7.5		Telkom and other data cables	m	160,00		
B1.7.6		Road signs	No	6,00		
B1.7.7		Existing trees	No	70,00		
B1.7.8		Manholes	No	12,00		
		<b>Finishing</b>				
B1.8	PS DB 8.3.6.1	Reinstate surfaces complete with all courses				
B1.8.1		Reinstate existing paved areas complete with all courses	m <sup>2</sup>	10,00		



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	COLTO 4100	PRIME COAT				
		Measurement and payment shall be in accordance with the relevant provisions of the COLTO and as amended in the Project Specifications (Part B).				
B1.8.2	B41.01	Colprime E or similar approved	m <sup>2</sup>	15,00		
	COLTO 4200	ASPHALT BASE AND SURFACING				
TOTAL CARRIED FORWARD						
		C2-Page.3.8				
<b>UDS390</b>						
<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>						
<b>SECTION B: BULK PIPELINE</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B1.8.3	B42.02	40mm thick continuously graded medium asphalt to min 93% to maximum 96% Rice Density (Colto mix)	m <sup>2</sup>	15,00		
B1.8.4	B42.08	100mm cores in Asphalt paving	No	1,00		
	PS DB 8.3.6.2	Extra over item B1.7.2 for importing materials from commercial sources				
B1.8.5		Subbase G5 material	m <sup>3</sup>	3,00		
B1.8.6		Base course G4 material	m <sup>3</sup>	3,00		
B1.9	SABS 1200 L	MEDIUM-PRESSURE PIPELINES				



		<b>HDPE-pipes</b>				
	PS L 8.2.1	Supply, lay, and bed pipes complete with couplings				
B1.9.1		63 mm diam PE 100 PN 12.5	m	480,00		
B1.9.2		110 mm diam PE 100 PN 12.5	m	12,00		
		<b>Special fittings</b>				
	PS L 8.2.2	Extra-over PS L 8.2.1 for the supplying, fixing and bedding (Class B) of specials complete with couplings				
		Moulded HDPE PE 100 PN 12.5				
B1.9.2		110mm x 90 degree bends	No	1,00		
B1.9.3		110mm x 45 degree bends	No	1,00		
B1.9.4		110mm x 22.5 degree bends	No	3,00		
B1.9.5		110mm x 11.25 degree bends	No	10,00		
		<b>Stainless Steel T-Pieces</b>				
B1.9.6		63mm diam. x 630mm diam.	No	1,00		
B1.9.7		160mm diam. x 110mm diam.	No	1,00		
		Moulded HDPE PE 100 PN 12.5				
B1.9.8		Reducer 110mm diam. x 63mm diam.	No	1,00		
		<b>Stainless Steel Reducer</b>				



TOTAL CARRIED FORWARD						0,00
UDS390		C2-Page.3.9				
		<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>				
		<b>SECTION B: BULK PIPELINE</b>				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<b>BROUGHT FORWARD</b>				
B1.9.9		Reducer 110mm diam. x 150mm diam.	No	1,00		
		Moulded HDPE PE 100 PN 12.5 End Caps				
B1.9.10		a) 110mm diameter	No	1,00		
B1.10	PS L 8.2.16	Connect to existing pipeline				
B1.10.1		Onto 63mm complete as per detail	No	1,00		
B1.10.2		Onto 110mm & 150mm complete as per detail	No	1,00		
		Valves				
B1.11	PS L 8.2.3	Extra-over PS L 8.2.1 for the supplying, fixing, and bedding on concrete				
		Valves in accordance with project specifications for pipes:				
B1.11.1		AVK left hand close cap top flanged gate valve on 63mm diam HDPE pipe, complete as per drawing, including all couplings	No.	1,00		



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B1.11.2		AVK left hand close cap top flanged gate valve on 110mm diam HDPE pipe, complete as per drawing, including all couplings	No	1,00		
		Ancillaries				
B1.12	PS L 8.2.13	<b>Valve and Hydrant Chambers, etc.</b>				
B1.12.1		Valve chamber on 63mm diameter pipe complete as per drawing, including all formwork, reinforcing, covers, frames, etc. with depth up to 1.0m	No	1,00		
B1.12.2		Valve chamber on 110mm diameter pipe complete as per drawing, including all formwork, reinforcing, covers, frames, etc. with depth up to 1.0m	No	1,00		
	SANS 1200 LB	BEDDING (PIPES)				
	8.2.2	Supply only of bedding by importation				
B1.13	8.2.2.3	From commercial sources (provisional)				
<b>TOTAL CARRIED FORWARD</b>						0,00
		C2-Page.3.10				
<b>UDS390</b>						
<b>TECHNO PARK: EXTENSION OF EXISTING IRRIGATION NETWORK, PHASE 2</b>						
<b>SECTION B: BULK PIPELINE</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<b>BROUGHT FORWARD</b>						
B1.13.1		a) Selected granular material	m <sup>3</sup>	55,00		



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## PRICING SCHEDULE



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SCHEDULE A: PRELIMINARY AND GENERAL		R
SCHEDULE B: BULK PIPE LINE		R
SUB TOTAL		R
CONTINGENCY FEES (10%)		R
SUB TOTAL INCLUDING 10% CONTINGENCY FEES		R
15 VAT		R
TOTAL AMOUNT		R



## DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	