SIYANCUMA LOCAL MUNICIPALITY	TENDER NO. SIYA 02/2025

TENDER DOCUMENT

FOR

CAMPBELL ERADICATION OF BUCKETS

VOLUME 1 OF 2

NAME OF TENDERER (BIDDING ENTITY)	
CSD REGISTRATION NUMBER	
CIDB (CRS) NUMBER	
TENDER AMOUNT *(Including 0.2% BUILD Programme Allowance 10% Contingencies & 15% VAT)*	

CIDB GRADING: 8CE or Higher or 7CEPE (Potentially Emerging)

PREPARED FOR:

SIYANCUMA LOCAL MUNICIPALITY
P.O. Box 27
DOUGLAS
8730

Contact Person
Name: Mr. X. Geco
Telephone: (053) 298 1810
Email: geco@siyancuma.co.za

PREPARED BY:

civilsense consulting

CIVIL SENSE CONSULTING
4 Hemming Way
KIMBERLEY
8301

Contact Person
Name: Mr. GT Roodie
Telephone: (053) 832 6825
Email: gershan@civilsense.co.za

Tender Closure : Tuesday, 08 July 2025 at 12h00

TENDER SUMMARY

NAME OF TENDERING ENTITY: .....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

CONTACT NUMBERS	
E-MAIL ADDRESS	

CSD REGISTRATION NUMBER	
CIDB CRS NUMBER	
TAX COMPLIANCE STATUS (TCS) PIN	

TENDER AMOUNT: R.....
(Amount brought forward from the Form of Offer and Acceptance)

TIME FOR COMPLETION .....
(As per C1.3: Contract Data: Part2: Clause 1.1.1.14)

Name of Authorised Representative of the Tendering Entity: .....

Signed by Authorised Representative of the Tendering Entity: .....

Date: .....

Name of Authorised Representative of Siyancuma Municipality: .....

Signed by Authorised representative of Siyancuma Municipality: .....

Date: .....

SIYANCUMA MUNICIPALITY

TENDER NO. SIYA 02/2025

CAMPBELL ERADICATION OF BUCKETS

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 6 June 2025
CIDB CONTRACTOR GRADING	:	8CE or higher or 7CEPE (Potentially Emerging)
CLARIFICATION MEETING	:	Friday, 13 June 2025 @ 10:00 **(Compulsory)**
VENUE FOR CLARIFICATION MEETING	:	Siyancuma Municipal Office, CAMPBELL
CLOSING DATE	:	Tuesday, 08 July 2025
CLOSING TIME	:	12:00
CLOSING VENUE	:	Siyancuma Local Municipality, Charl Cilliers Street, Civic Centre, **DOUGLAS**
INSTRUCTIONS	:	Sealed tenders endorsed on the envelope with the Tenderer's name and the tender number, (completed in all respects, including C.1.1 Form of Offer) plus any additional supporting documentation must be placed into the tender box. The Name and Address of the Tenderer shall appear on the back of the envelope.

SIYANCUMA MUNICIPALITY

TENDER NO. SIYA 02/2025

CAMPBELL ERADICATION OF BUCKETS

Vol 1	**The Tender, The Contract and Annexures**	Vol 1 of 2

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The Tenderer is required to check tender documents for completeness and should any pages/sections be found to be missing or duplicated, or any doubt or obscurity arises as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the Service Provider. No liability whatsoever will be accepted because the Tenderer having failure to comply with the foregoing instructions.

PART T1: TENDERING PROCEDURES

Pages

T1.1 Tender Notice and Invitation to Tender ..... 6 - 7

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Siyancuma Local Municipality hereby invites suitable and qualifying service providers to submit tenders for:

- **SIYA 02/2025 – CAMPBELL ERADICATION OF BUCKETS**

It is estimated that tenderers should have a CIDB contractor grading designation of **8CE or higher. 7CE Potentially Emerging (7CEPE)** enterprises who satisfy criteria stated in Tender Data **may submit tender offers**. Bids will be evaluated in accordance with Method 2: Financial Offer and Preference (specific goals) with Quality (functionality) as pre-qualification criterion.

The tender data, conditions of tender, contract data, form of offer and acceptance, pricing data, scope of works and returnable documents comprises (Vol 1 of 2), whiles the tender drawings (Vol 2 of 2) completes the tender documentation. Tender documentation is collectable in hard copy, from **Wednesday, 11 June 2025,** at the Supply Chain Management Unit, Siyancuma Municipality, Charl Cilliers Street, Douglas, 8730. A receipt for a non-refundable deposit of R5 000-00 payable by EFT or cash in favour of Siyancuma Municipality is required on collection of tender documents. Tender Documents in soft copies can also be obtained from the following address: https://siyancuma.gov.za/ and the E-tenders portal at a non-refundable deposit of R5 000-00 (EFT or cash). Bank recognizable Proof of Payments (in case of EFT payment) or Siyancuma Municipality receipt (for cash payment) attached to the tender on submission will be required as proof of payment of tender deposit. Tenders will not be evaluated if proof of payment of non-refundable deposit is found in tender submissions. Enquiries relating to tender documents collection or any other supply chain matters may be directed to the SCM Manager: Ms Lilian Selego, Tel No: 053 298 1810 or e-mail lilian@siyancuma.co.za.

A **compulsory Clarification Meeting** with representatives from the Siyancuma Municipality will be held on **Friday, 13 June 2025** at the municipal offices of **Siyancuma Municipality in Campbell,** commencing promptly **at 10h00.** Technical enquiries may be directed to, the Technical Director: Mr. Xolile Geco on Tel. No. (053) 298 1810 and e-mails – geco@siyancuma.co.za. / gershan@civilsense.co.za.

The closing date and time for receipt of tenders is **Tuesday, 8th of July 2025 at 12h00.** Sealed Tenders endorsed on the envelope with the Tenderer's name and the Contract Name and Number shall be deposited in the formal **Tender Box situated at the Siyancuma Local Municipality, Charl Cilliers Street, Civic Centre, DOUGLAS,** before closing date and time listed above.

Telephonic, telegraphic, telex, facsimile, e-mailed or late tender offers will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. The Municipality reserves the right not to accept the only, lowest nor any Tender at all, or to accept the whole or part of any Tender. The Municipality also reserves the right to extend the tender period and/or amend conditions or any part of the tender during the tender period, at its own discretion, by notifying all prospective tenderers of the amendment/s up until 5 (five) days before tender closure.

Tenders will be subjected to a **pre-qualification criterion** whereby tenderers must achieve a minimum score of **70 out of 100 points** for functionality/quality to be eligible for further evaluation.

Pre-Qualification Criteria for Functionality		**Weighting**
a)	Experience of Tenderer	40
b)	Key Personnel	30
c)	Plant	15
d)	Bank Rating	15
Total Points (M_S)		**100**

Eligible tenders will be further evaluated in terms of the **90/10** preference points system, as prescribed in the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act (5 of 2000) and in accordance with the Siyancuma Municipality's Supply Chain Management Policy.

- **Financial Offer** **= 90 points**
- **Specific Goals** **= 10 points**
  - Black – Equity ownership 1.5 points
  - Women – Equity ownership 2.5 points
  - Disability – Equity ownership 1.0 points
  - Locality of enterprise 5.0 points

The following conditions, including but not limited to, will also apply:

- The CIDB Standard Conditions of Tender.
- The Siyancuma Municipality's SCM Targeted Contractor Development Programme Policy.
- Valid Tax Compliance Status (TCS) PIN for Tender, from SARS to be submitted with the tender.
- Proof of registration on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months.
- Certificate of good standing for workmen's compensation to be submitted with the tender.
- Municipal account not older than three (3) months and not in arrears for more than ninety (90) days from a municipality where the entity operates, must be submitted. Valid Lease agreements with municipal account of lessor will also be accepted.
- Tenderer to submit with his/her tender the company profile, proof of company registration and certified ID copies of owners/directors of the company.
- Only originally certified copies of all documentation shall be accepted, and certification should not be older than three (3) months from the closing date of this tender.
- Failure to complete all tender forms, returnable data sheets and submitting all supplementary information may lead to the tender being deemed non-responsive.
- Tenders are valid for 120 days after the tender closing date.

Issued by: Mr. M Vilakazi
The Municipal Manager
Siyancuma Municipality
P.O. Box 27
DOUGLAS
8730

T1.2 : TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause Number	**Tender Data**
F.1	**General**
F.1.1	**Actions** *Add the following:* The Employer is the **SIYANCUMA LOCAL MUNICIPALITY.**
F.1.2	**Tender Documents** *Add the following:* "The following documents form part of this tender: I. The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Employer's Agenting. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za. II. The SANS Standardised Specifications for Civil Employer's Agenting Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001. The above may also be inspected, by appointment, at the offices of the Employers' Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 1: The Tender & Contract Document (this document), in which is bound:

The Tender

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Standard Conditions of Tender (Annex F)

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Occupational Health & Safety Agreements

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

C2.3 Declaration

Part C3: Scope of Work

C3.1 Standard Specifications

C3.2 Project Specifications

Part C4: Site information

C4.1 Location of the Project

C4.2 Available Information

VOLUME 2: **Book of Tender Drawings** (Drawing Index listed under PS 3 section C3.2)

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 **Communication and Employers' Agent**

Add the following:

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

The Employer's Agent is:

Mr Gershan Roodie	Project Director
	Project Manager
	Employer's Agent

From: **CIVIL SENSE CONSULTING**

Address: 04 Hemming Way, **KIMBERLEY**, 8301
Tel: (053) 832 6825
E-mail : gershan@civilsense.co.za

F.2 Tenderer's obligations

F.2.1 **Eligibility**

Add the following to F.2.1.1:

F.2.1.1 Only those tenderers who satisfy the following criteria are eligible to submit tenders:

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an **8 CE or higher** class of construction work; and

b) Contractors registered as **Potentially Emerging** enterprises with the CIDB who are registered in **one contractor grading designation lower** (7CEPE) than that required in terms of a) above and who satisfy the eligibility and functionality criterion, the following shall apply:

I. The Siyancuma Municipality undertakes to support the development of emerging contractors in the construction industry through the use of the Potentially Emerging (PE) policy instrument developed by the cidb.

II. The Siyancuma Municipality will provide developmental support to a PE status contractor that is awarded a contract through an open competitive procurement process, but such developmental support shall not be a prerequisite for the contractor to complete the project and shall not influence the eligibility or functionality assessment in the award of the tender.

III. Such developmental support shall be determined by a needs analysis. Support conditions, not limited to those listed below, may be specified in the signed contract, on agreement between the client and PE status contractor:
- Mentorship
- Training
- Reduced (or no) guarantees
- Financial support.

c) Joint Ventures are eligible to submit tenders provided that:
1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **7CE or higher** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation, determined in accordance with the sum tendered for an **8CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee). For alpha-numerics associated with the contractor Grading Designations see **Annex G** attached. Please note, potentially emerging status is not valid for joint ventures.

F2.2 **Cost of tendering**

Add the following to the clause:

Accept that once a tender document is drawn the deposit paid for the said tender document will not be refunded under any circumstance. Bank recognised proof of payment (POP) of the tender

deposit need to accompany the tender document at tender closure, if electronic tender documentation were downloaded from the municipal website or E-Tender portal. Tenders will not be accepted without proof of tender deposit.

The Employer will not compensate the Tenderer for any costs incurred, in attending interviews in the office of the Employer or the Employer's Agent (if required).

F.2.7 **Clarification meeting**

Add the following:

The arrangements for a **compulsory clarification meeting** are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. A person may only represent one (1) tendering entity.

Ensure that the certificate of attendance is signed by the Employer's Agent.

F.2.9 **Insurance**

Add the following:

The Employer does not provide insurance.
The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

F.2.10 Pricing the Tender Offer

Add the following to F.2.10.3:

The tendered Fixed Price will not be subjected to escalation. See C1.2: Contract Data; Part 1: Data Provided by the Engineer – Clause 6.8.2

F.2.12 **Alternative tender offers**

Add the following to F.2.12.1:

F.2.12.1 If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that is demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal

elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 20: Alterations/Amendments by tenderer in T2.2: Returnable Schedules.

F.2.13 **Submitting a tender offer**

Add the following to F.2.13.1

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

Replace subclause F.2.13.2 with the following

F2.13.2 Return all returnable documents, in hard copy, to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **non-erasable ink.**

Add the following to F.2.13.3

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies

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

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 *Add the following to F.2.13.5:*

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

Identification details: Tender No. SIYA 02/2025
Title: CAMPBELL ERADICATION OF BUCKETS

Add the following to F.2.13.5:

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

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

Physical address: Charl Cilliers Street, Civic Centre, **DOUGLAS**

Identification details: SIYA 02/2025
Title of Tender: CAMPBELL ERADICATION OF BUCKETS

Sealed tenders with the Tenderer's name and address and the endorsement: **"TENDER NO. SIYA 02/2025 CAMPBELL ERADICATION OF BUCKETS"** on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

F.2.13.6 *Add the following to F.2.13.6:*

A two-envelope procedure will **not** be followed (F.3.5).

F.2.13.9 *Add the following sub-clause after F.2.13.9:*

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.2.15 **Closing time**

Add the following to F.2.15.1:

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

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

F.2.16 **Tender offer validity**

Add the following to F.2.16.1:

F.2.16.1 The tender offer validity period is **120 days.**

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance, until the closure for business on the following working day.

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

Add the following to F.2.17:

A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion; and the Tenderer fails, within the time stated in writing by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained); or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.

Accept that the Employer and / or he Employer's Agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document; or the bankers of each of the individual members of any Joint Venture that is constituted for purposes of this Contract; with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual members of such Joint Venture.

F.2.18 **Provide other material**

F.2.18.1 *Delete the word "notarised"*

Add the following to F.2.18.1:
Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**:

i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
iii) particulars of any contracts awarded to the tenderer 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;
iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.23 **Certificates**

Add the following:

The tenderer is required to submit the following:

F.2.23.1 **Tax Compliance Status**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the TCS PIN, issued by SARS.

Each party to a Consortium/Joint Venture shall submit a separate TCS result letter.

F.2.23.2 **Central Supplier Database for Government**

The tenderer must be registered on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months.

F.2.23.3 **Bargaining Council Certificates**

Where applicable, a certificate issued by the relevant Bargaining Council, could be requested.
Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.4 **Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2022.

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.2 **Issue Addenda**

Add the following to F.3.2:

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

F.3.4 **Opening of Tender Submissions**

Add the following to F.3.4.1:

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

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

Location: SIYANCUMA LOCAL MUNICIPALITY HEAD OFFICE: Charl Cilliers Street, Civic Centre, DOUGLAS

F.3.8 **Test for responsiveness**

Add the following:

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.

The functionality criterion below is a pre-qualification criteria to which a tenderer must achieve/score a minimum of 70 out of the 100 points to be deemed responsive in terms of quality.

CRITERIA FOR FUNCTIONALITY		**MAXIMUM SCORE**
a)	Experience of Tenderer	40
b)	Key personnel	30
c)	Plant	15
d)	Bank rating	15
TOTAL POINTS (M_S)		**100**

F.3.11 **Evaluation of tender offers**

F.3.11.1 **General**

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Financial offer and preferences** in accordance with F.3.11.1.

F.3.11.3 **Method 2: Financial offer and preference**

Add the following:

Tender evaluation Method 2 *(financial offer and preference)* will be use in conjunction with a pre-qualification criterion for functionality (see F.3.8.2 and F.3.11.9).

F.3.11.7 **Scoring Financial Offers**

Add the following:

Score price of remaining responsive tender offers using the following formula:
NFO = W1 x A
where: NFO is the number of tender evaluation points awarded for price.
W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

The financial offer will be scored using **Formula 2 (Option 1a)**.

F.3.11.8 **Scoring Preferences**

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of the Siyancuma Municipality's SCM Policy for preference (specific goals):

Preferences are granted in respect of achieving the following Specific Goals. A **maximum of ten (10)** tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

F.3.11.8.1 **Black Equity Ownership**

A **maximum of 1.5 points** will be awarded to a Tenderer who did not have voting rights according to the definition of an HDI and/or who is using a subcontractor who is such a person.

Black ownership for black will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of Enterprise owned by persons who did not having voting rights	100	%
Thus, points awarded: $1.5x\frac{\text{K K \%}}{100}$ =	1.5	

Proof of Ownership must be attached in the form of:

I. Certified declaration (valid B-BBEE certificate may also be used)
II. A certified copy of the founding documentation of the company with which the ownership is listed.

F.3.11.8.2 **Women Equity Ownership**

A **maximum of 2.5 points** will be awarded to a Tenderer who is a woman and/or who is using a subcontractor that is a woman.

Equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day management of the company or enterprise.

% of Enterprise owned by women	100	%
Thus, points awarded: $2.5x\frac{\text{K K \%}}{100}$ =	2.5	

Proof of ownership must be attached in the form of:

I. Certified declaration (valid B-BBEE certification may also be used)
II. A certified copy of the founding documentation of the company with which the ownership is listed
III. A certified copy of the ID-document (s) of the woman(e)n

F.3.11.8.3 **Disability – Equity Ownership**

A **maximum of 1 points** will be awarded to a Tenderer who is disabled and/or who is using a disabled subcontractor.

Equity ownership for disability will be determined by the % of the enterprise owned by such a person or by the % of shares owned by such members who are actively involved in the day-to-day activities of the company or enterprise.

% of Enterprise owned by disabled person(s)	100	%
Thus points awarded: $1x\frac{\text{K K \%}}{100}$ =	1	

Proof of ownership must be attached in the form of:

I. Certified declaration
II. A certified copy of the founding documentation of the enterprise with which the ownership is listed
III. A certified declaration from your medical doctor certifying the degree of disability

F.3.11.8.4 **Locality of Enterprise**

A **maximum of 5 points** will be awarded to a Tenderer who has an active office in the following areas:

i. Within the boundaries of Northern Cape?

~~YES~~	~~2 points~~
NO	0 points

ii. Within the boundaries of the Siyancuma Local Municipality registered as a levy duty payer?

~~YES~~	~~3 points~~
NO	0 points

TOTAL POINTS AWARDED FOR LOCAL NATURE OF ENTERPRISE

2	+	3	=	**5**

In order to be eligible for these points, an active office is defined as an office where staff can be contacted and where your business is run from. The following needs to be attached in order to prove this:

I. Physical address of company
II. Registration number of enterprise
III. Registration number awarded and location of office of local authority where levies are paid.

SUMMARY OF TOTAL POINTS CLAIMED

Specific Goal	% of Points Claimed	Specific Goal Points Claimed
F.3.11.8.1 - Black Equity Ownership	*100%*	*1.5* / 1.5
F.3.11.8.2 - Women Equity Ownership	*100%*	*2.5* / 2.5
F.3.11.8.3 - Disability Equity Ownership	*100%*	*1.0* / 1.0
F.3.11.8.4 - Locality of Enterprise	*100%*	*5.0* / 5.0
Total Points Claimed	**100%**	***10*** **/ 10**

Schedule 28 to be completed and signed to claim preferences points, supported by documented evidence as per the sub-clauses above.

F.3.11.9 **Scoring Quality**

Add the following to F.3.11.9:

CRITERIA FOR FUNCTIONALITY		MAXIMUM SCORE
a)	Experience of Tenderer	40
b)	Key personnel	30
c)	Plant	15
d)	Bank rating	15
TOTAL POINTS (*M_S*)		**100**

a) Experience of Tender	
Description	**Score**
Tenderer omits or submits inadequate or invalid information to determine scoring level.	**0**
Tenderer has successfully completed at least one (1) sewer reticulation/outfall sewer line project with value greater than R 19 999 999.99 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** At least One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 20 000 000.00 or greater.	**10**
Tenderer has successfully completed at least one (1) sewer reticulation/outfall sewer line project with value greater than R 30 000 000.00 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** At least one (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 30 000 000.00 or greater.	**20**
Tenderer has successfully completed at least two (2) sewer reticulation/outfall sewer line projects with values of at least one (1) greater than R 30 000 000.00 with the other not less than R20 000 000.00 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 45 000 000.00 or greater.	**30**
Tenderer has successfully completed at least two (2) sewer reticulation/outfall sewer line projects with values of at least one (1) greater than R 40 000 000.00 with the other not less than R30 000 000 **AND** one (1) water reticulation project with value greater than R 19 999 999.99. **Or** One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 60 000 000.00 or greater.	**40**
Tenderers shall furnish list of projects, which unambiguously confirm the scope and value of works as per criteria above, satisfactorily completed within the past ten (10) years (*01 January 2015 and earlier)* for organs of state or implementing agents of organs of state with acceptable supporting documentation. Acceptable proof/supporting documentation shall be: i. Certified Engineers' Completion Certificates on behalf of an organ of state, and/or ii. Reference Letters from organs of state certifying that projects were successfully completed.	

b) Key Personnel		
Project Manager	**Construction Manager**	**Surveyor**
1.) Accredited Tertiary qualification in Built Environment or Management, and 2.) At least 2 years project specific experience or completed at least one (1) similar project, in this capacity. **Weighting 3 points**	1.) Accredited Tertiary qualifications in Built Environment, and 2.) At least 2 years of project specific experience or completed at least one (1) similar project, in this capacity **Weighting 4 points**	1.) Accredited Tertiary qualifications in Built Environment and 2.) At least 2 years of project specific experience or completed at least one (1) similar project, in this capacity **Weighting 3 points**
1.) Accredited Tertiary qualifications in Built Environment or Management, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity. **Weighting 6 points**	1.) Accredited Tertiary qualifications in Built Environment, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity. **Weighting 8 points**	1.) Accredited Tertiary qualifications in Built Environment, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity. **Weighting 6 points**
1.) Accredited Tertiary qualifications in Built Environment or Management, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity. **Weighting 10 points**	1.) Accredited Tertiary qualifications in Built Environment, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity. **Weighting 10 points**	1.) Accredited Tertiary qualifications in Built Environment, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity. **Weighting 10 points**

c) Plant		
Description	**Owns**	**Hire**
2 x 10 cubes tipper trucks	**2**	**1**
2 x TLB (at least one should be 4X4)	**2**	**1**
2 X Roller/Compactor Walk behind/pedestrian)	**1**	**1**
1 x Water Cart	**2**	**1**
2 x 20-ton Excavator or heavier	**3**	**2**
2 x 30-ton Excavator or heavier fitted with hydraulic hammer	**5**	**2**

d) Bank Rating		
Bank Rating / Classification	**Description**	**Score**
"F" Bank rating	Financial Position Unknown	**0**
"E" Bank rating	High Risk – not to be recommended	
"D" Bank rating	Reasonable Business Risk	**5**
"C" Bank rating	Good for the amount, strictly in accordance with business	**10**
"B" Bank rating	Good for the amount mentioned	**13**
"A" Bank rating	Indisputable for enquiries	**15**

Add the following new sub clause:

F.3.11.10 **Risk Analysis**

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

a) reasonableness of the financial offer.
Tender offers higher than 20% of the approved estimated project budget pose financial risks to the Employer as it will risk the project financial feasibility which might delay or cancel the project implementation readiness. Therefore, tender offers in this range (higher than 20% of the estimated approved project budget) will not be evaluated if the highest of the top three (3) lowest responsive tender offers, score more than 10 points for price than the tenders in the higher range (higher than 20% of the estimated approved project budget).
Tender offers lower than 20% of the approved project budget pose financial risks to themselves which can be carried over to financial performance on the project which might pose risks to the Employer. Therefore, a pre-evaluation financial risk analysis will be done on all tenders within this range.

b) reasonableness of unit rates and prices

c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 **Acceptance of tender offer**

Add the following to F.3.13:

F.3.13.1 Tender offers will only be accepted if:

a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the TCS PIN, issued by SARS.;
b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
c) the tenderer has not:

   i) abused the Employer's Supply Chain Management System; or
   ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;

d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.16 **Notice to unsuccessful tenderers**

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Replace sub-clause F.3.16.2 with the following:

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.

F.3.18 **Provide copies of the contract**

Add the following:
The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 **Compliance with Occupational Health and Safety Act 1993**

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

In this regard the Tenderer shall submit with his tender, appended to Schedule 30: Health and Safety Plan in T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect

of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4) Regular monitoring procedures to be performed.
5) Regular liaison, consultation and review meetings with all parties.
6) Site security, welfare facilities and first aid.
7) Site rules and fire and emergency procedures.

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.2 **Eligibility with respect to Expanded Public Works Programme**

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

F.4.3 **Claims arising after submission of tender**

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

1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and

acquainted himself with 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 and made the necessary provisions for any additional costs involved thereby.

4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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

F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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 Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.5 Community liaison officer

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

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate will be advised by the Employer.

F.4.6 Invalid tenders

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

a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
b) if the tender is not completed in non-erasable ink;
c) if the Form of Offer and Acceptance has not been signed;
d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.7 **Negotiations with preferred tenderers**

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

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

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

F.4.8 **General supply chain management conditions applicable to tenders**

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

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

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

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

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;

- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 12, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.9 **Combating abuse of the Supply Chain Management Policy**

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

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:
c) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
d) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
e) been convicted of fraud or corruption during the past five years;
f) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
g) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

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

F.4.14 **Registration with Bargaining Council**

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

F.4.15 **Price Variations**

The Contract Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.16 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 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 contract document, 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. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
(d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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.
(e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
(f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.17 **Minimum Wages and Local Labour**

The Tender is drawn to the fact that minimum wages **of R315.00 per day (R30.00 per hour Based on a 9 hour working day)** must be paid in terms of the relevant legislation and the **minimum of 50 temporary workers** should be employed throughout the project duration.

ANNEX F
(normative)

STANDARD CONDITIONS OF TENDER

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 tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.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

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

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

Add the following:

The Employer does not provide insurance.
The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies 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 shall 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

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

F.2.16.3 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, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 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 the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the

closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

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.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) 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 a bill of quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner in F.3.9.1.

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

F3.11.1 General

Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer, but only for those who satisfy the eligibility and functionality criteria as stated in the Tender data. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preference. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preference. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

N_{FO} = W_1 x A where:
N_{FO} = the number of tender evaluation points awarded for the financial offer.
W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m

2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

Where:
Pm = the comparative offer of the most favorable tender offer.
P = the comparative offer of tender offer under consideration.

F.3.11.9 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate the total score for quality.

F.3.12 Insurance provided by the employer

Add the following:

The Employer does not provide insurance.
The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

F.3.14.1 Notify the successful tenderer of the employer's acceptance of this 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.3.14.2 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.3.15 Prepare contract documents

F.3.15.1 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.3.15.2 **Complete** the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.3.19 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.

Annex G

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work – see next page

Contractor

Witness for Contractor

Employer

Witness for Employer

Table G2 **CLASSES OF CONSTRUCTION WORK**

Description	Designation	Definition	Works types	Examples
Civil Employer's Agenting works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and Employer's Agenting infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical Employer's Agenting works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of Employer's Agenting infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical Employer's Agenting works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil Employer's Agenting works, electrical Employer's Agenting works, mechanical Employer's Agenting works, or specialist works.	Buildings and ancillary works other than those categorised as being: a) civil Employer's Agenting works; b) electrical Employer's Agenting works; c) mechanical Employer's Agenting works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS [SQ] Stores Walls
Mechanical Employer's Agenting works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of Employer's Agenting infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Contractor

Witness for Contractor

Employer

Witness for Employer

Description	Designation	Definition	Works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and Employer' s Agenting infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellators and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and wastewater drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Contractor

Witness for Contractor

Employer

Witness for Employer

PART T2: RETURNABLE DOCUMENTS

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T1.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following Returnable Documents in **black ink**:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for Tender Evaluation Purposes	
Schedule	**Documents incorporated in this tender document that must be completed and signed by all Tenderers**	
1	Authority to sign documents	50
2	Letter Of Good Standing with Workmen's Compensation Commissioner	52
3	Certified Copy of Certificate of Incorporation	53
4	Clarification Meeting Certificate	54
5	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)	55
6	Tax Compliance Status (TCS) Result Letter for Tender	56
7	Compulsory Enterprise Questionnaire	57
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9	Proposed Amendments and Qualifications by Tenderer	61
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11	Declaration of Validity of Information Provided	63
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20	Schedule of Daywork Rates	84
21	Health & Safety Plan	87
22	Preliminary Construction Programme	89

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for Tender Evaluation Purposes	
Schedule	**Returnable Documents required for Quality (Functionality Criterion)**	
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T2.1: RETURNABLE SHEDULES

SCHEDULE 1 : AUTHORITY TO SIGN DOCUMENTS

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

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

A. Certificate for Company

I, ……, chairperson of the board of directors of ……,

hereby confirm that by resolution of the board (copy attached) taken on …… 20……,

Mr/Ms…….. acting in the capacity of ……., was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. …….. Chairman :……

2. …….. Date : ……

B. Certificate of Partnership

We the undersigned, being the key partners in the business trading as ……

…… hereby authorize Mr/Ms…….. acting in the capacity of

…… to sign all documents in connection with the tender for contract

…… and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

D. Certificate for sole proprietor

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

As witnesses:

1. …….. Chairman :…….
2. …….. Date : ……

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE 2: LETTER OF GOOD STANDING WITH WORKMEN`S COMPENSATION COMMISIONER

SCHEDULE 3: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

SCHEDULE 4: CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We* .....

of (Tenderer) .....

of (address) .....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

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

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

Attendance of the above person at meeting is confirmed by Employer's Agent:

Signed by Employers' Agent: .....

Date: .....

SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company, close corporation or partnership ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

SCHEDULE 6: TAX COMPLIANCE STATUS (TCS) RESULT LETTER

A valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the valid TCS PIN issued by SARS, shall be attached to this page.

Each party to a Consortium / Joint Venture shall submit a separate TCS Result Letter.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 7: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise .....
Address of enterprise .....
.....

Section 2: VAT registration number, if any .....

Section 3: CIDB registration number, if any .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number .....
Close corporation number .....
Tax reference number .....

Section 6: Record of service of the state

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

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

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

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

		current	Within last 12 months

*insert separate page if necessary

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

i) authorises the Employer to obtain a Tax Compliance Status (TCS) Result Letter for Tender, from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

ENTERPRISE NAME	**DATE**	**SIGNATURE**
NAME	**POSITION**	**SIGNATURE**

SCHEDULE 8: CENTRAL SUPPLIER DATABASE (CSD) FOR GOVERNMENT

The tenderer must be registered on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months. The CSD Registration documents shall be attached to this page.

Each party to a Consortium / Joint Venture shall submit a separate CSD Registration Report.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 10: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 11: DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

a) tender to supply and deliver to the Siyancuma Local Municipality (hereafter "SLM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
d) confirm that this tender may only be accepted by the way of a duly authorised Letter of Acceptance;
e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the SLM and the undersigned;
g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
h) acknowledge that the information furnished is true and correct;
i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the SLM that the claims are correct. If the claims are found to be inflated, the SLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the SLM as a result of the award of the contract and/or cancel the contract and claim any damages which the SLM may suffer by having to make less favourable arrangements after such cancellation;
j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
l) the signatory to the tender document is duly authorised; and
m) documentary + proof regarding any tendering issue will, when required, be submitted to the satisfaction of the ELM.

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

Name of Authorised Person: .....

Authorised Signature: .....

Name of Tendering Entity: .....

SCHEDULE 12: DECLARATION OF INTEREST (MBD 4)

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars. ……

……

[1]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.

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

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

3.9.1 If yes, furnish particulars

……

……

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

3.10.1 If yes, furnish particulars.

……

……

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

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1 If yes, furnish particulars:

……

……

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

……. ……
Capacity **Name of Bidder**

SCHEDULE 13: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

For all procurement expected to exceed R10 million (all applicable taxes 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 any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……

……

……

……

* Delete if not applicable

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**
……	**……**
Position	**Name of Bidder**

SCHEDULE 14: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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.

---

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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable**

1.3 Points for this bid shall be awarded for:

(a) Price;

(b) Specific Goals

(c) Locality of Tenderer

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

CRITERION	MAX POINTS
PRICE	90
PREFERENCE – SPECIFIC GOALS	10
SPECIFIC GOALS – POINTS BREAKDOWN	
Black Ownership	1.5
Female Ownership	2.5
Disability	1
Locality OF Tender	5
TOTAL POINTS FRO SPECIFIC GOALS/PREFERENCE	**10**

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 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) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"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;

(i) **"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;

(j) **"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. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals in accordance with the tables below:

Ownership Goal:

Ownership	Number of points (90/10 system)	Number of points (80/20 system)
Black Ownership	1.5	3
Female Ownership	2.5	5
Disability	1	2
Total Points	**5**	**10**

Locality Goal:

Locality of supplier	Number of points (90/10 system)	Number of points (80/20 system)
Within the boundaries of Siyancuma Municipality	3	6
Within the boundaries of the Northern Cape	2	4
Outside the boundaries of the Northern Cape	0	0

5. BID DECLARATION

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

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Ownership (Black, Female and Disability) . = ……(maximum of 5 or 10 points)

6.2 Locality of Tenderer: . = ……(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor and proof address.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 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 in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 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		
OR		
Any EME		
Any QSE		

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

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: ……

Registered Account Number: ……..

Stand Number: ……..

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

8.9 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.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……

SCHEDULE 15: CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….. in accordance with the requirements and specifications stipulated in bid number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE: ……

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

SCHEDULE 16: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	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)? **The Register The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	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:		
Item	**Question**	**Yes**	**No**
4.4	Does the Does Is 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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

..... **.....**

Signature **Date**

..... **.....**

Position **Name of Bidder**

SCHEDULE 17: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;
b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

…….. ……..

Signature Date

…….. ……..

Position Name of Bidder

SCHEDULE 18: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act (Act No 85 of 1993). The Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his / her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

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

.....

.....

.....

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

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6.

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

YES	
NO	

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

1 ..... ID NO: .....

2 ..... ID NO: .....

SCHEDULE 19: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

Tenderer to state estimated monthly expenditure based on preliminary programme and tender rates, in the table below or attached separate document. This cashflow must correlate with the selected construction duration and the total expenditure shall be equal to the tender sum.

MONTH	VALUE
1	
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
21	R
22	R
23	
24	R
TOTAL TENDER AMOUNT OFFERED (INCLUSIVE OF BUILD PROGRAMME ALLOWANCE; CONTINGENCIES & VAT)	**R**

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

SCHEDULE 20: SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Employer's Agent for valuation of extra work, which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant, no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R	per hour plus	.....%	"On-Cost"
2	Gangers	R	per hour plus	.....%	"On-Cost"
3	Tradesmen	R	per hour plus	.....%	"On-Cost"
4	Other				
	(a)	R	per hour plus	..... %	"On-Cost"
	(b)	R	per hour plus	.....%	"On-Cost"

Overtime

1	Labourers	R	per hour plus	.....%	"On-Cost"
2	Gangers	R	per hour plus	.....%	"On-Cost"
3	Tradesmen	R	per hour plus	.....%	"On-Cost"
4	Other				
	(a)	R	per hour plus	..... %	"On-Cost"
	(b)	R	per hour plus	.....%	"On-Cost"

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Motor Grader				

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Loaders				
Tractor – Loader-Backhoe				
Revolving drum type concrete mixer (Min capacity 0.25m³)				
Water Pumps and Leadings				
Pedestrian Type Vibrating Roller (Bomag 45 or equal)				
Plate Compactor				
Compressor including Hammers and Hoses				
Pipe Testing Equipment				
Other				

C. MATERIAL

The Tenderer shall state here the percentage "On-costs" that should be added to the net cost of materials:

…… % **(Max. 20%)**

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 21: HEALTH AND SAFETY PLAN

Tenderers are to accept that the Employer is restricted in accordance with the OHS Act (Act No 85 of 1993) as amended, and the Construction Regulations 2015 Clause 4(4), to ONLY appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the Work of the Contract safely.

Tenderers are also required to adhere to the "Additional Conditions of Tender" on which the compliance with the OHS Act is stipulated (Part F.4.1 on Page 20).

The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations, and to have allowed for all costs in compliance therewith.

The Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works, to demonstrate compliance of the necessary competencies and resources, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4) Regular monitoring procedures to be performed.
5) Regular liaison, consultation and review meetings with all parties.
6) Site security, welfare facilities and first aid.
7) Site rules, as well as fire and emergency procedures.

Tenderers must accept that submitting inferior and inadequate information regarding their respective Health and Safety Plans, shall be seen as justifiable and compelling reasons for declaring the tender offer as non-responsive.

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

The Tenderer shall also take into account the additional requirements stated in the Scope of Work, when drawing up the Health and Safety Plan for the contract.

1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4) Regular monitoring procedures to be performed.
5) Regular liaison, consultation and review meetings with all parties.
6) Site security, welfare facilities and first aid.
7) Site rules, as well as fire and emergency procedures.

Tenderers must accept that submitting inferior and inadequate information regarding their respective Health and Safety Plans, shall be seen as justifiable and compelling reasons for declaring the tender offer as non-responsive.

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

The Tenderer shall also take into account the additional requirements stated in the Scope of Work, when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets appended by the Tenderer to this Schedule……(If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 22: PRELIMINARY CONSTRUCTION PROGRAMME

(For information purposes only)

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 23: CONFIRMATION OF CONTRACTOR REGISTRATION

CIDB Contractor Registration

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

COMPANY NAME	CIDB REGISTRATION NO.	CONTRACTOR GRADING DESIGNATION

Where a tenderer satisfies CIDB Contractor grading designation requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted.

The information provided above shall be verified by the Employer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

SCHEDULE 24: SCHEDULE OF WORK EXPERIENCE OF TENDERER

Points Claimable for Experience of Tender	
Description	**Score**
Tenderer omits or submits inadequate or invalid information to determine scoring level.	**0**
Tenderer has successfully completed at least one (1) sewer reticulation/outfall sewer line project with value greater than R 19 999 999.99 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** At least One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 20 000 000.00 or greater.	**10**
Tenderer has successfully completed at least one (1) sewer reticulation/outfall sewer line project with value greater than R 30 000 000.00 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** At least one (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 30 000 000.00 or greater.	**20**
Tenderer has successfully completed at least two (2) sewer reticulation/outfall sewer line projects with values of at least one (1) greater than R 30 000 000.00 with the other not less than R20 000 000.00 **AND** one (1) water reticulation project with value greater than R 9 999 999.99. **Or** One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 45 000 000.00 or greater.	**30**
Tenderer has successfully completed at least two (2) sewer reticulation/outfall sewer line projects with values of at least one (1) greater than R 40 000 000.00 with the other not less than R30 000 000 **AND** one (1) water reticulation project with value greater than R 19 999 999.99. **Or** One (1) project consisting of both disciplines (water & sewer reticulation) with a value of R 60 000 000.00 or greater.	**40**
Tenderers shall furnish list of projects, which unambiguously confirm the scope and value of works as per criteria above, satisfactorily completed within the past ten (10) years (*01 January 2015 and earlier)* for organs of state or implementing agents of organs of state with acceptable supporting documentation. Acceptable proof/supporting documentation shall be: i. Certified Engineers' Completion Certificates on behalf of an organ of state, and/or ii. Reference Letters from organs of state certifying that projects were successfully completed.	

#

1) Tick appropriate box above to claim points in accordance with Experience of Tenderer as per criteria
2) Complete tables below to support points claimed
3) Attached supporting documents as per criteria

COMPLETED CONTRACTS: SEWER RETICULATION / OUTFALL SEWER LINE		
Employer/Employers' Agent Particulars	**Project Description/Nature of Work**	**Value of Work in Rand & Date Completed**
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (Yyyy/Mm/Dd)
Email :		

COMPLETED CONTRACTS: WATER RETICULATION/BULK WATER DISTRIBUTION PIPLELINES		
Employer/Employers' Agent Particulars	**Project Description/Nature of Work**	**Value of Work in Rand & Date Completed**
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (Yyyy/Mm/Dd)
Email :		

COMPLETED CONTRACTS: WATER & SEWER RETICULATION AND/OR SEWER OUTFALL & BULK WATER DISTRIBUTION PIPELINES		
Employer/Employers' Agent Particulars	**Project Description/Nature of Work**	**Value of Work in Rand & Date Completed**
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		
Institution :		Value :
Rep Name :		R
Tel :		Date: (yyyy/mm/dd)
Email :		

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

SCHEDULE 25: EXPERIENCE OF CONTRACT MANAGER, CONSTRUCTION MANAGER & SURVEYOR

Tenderer shall set out, in the Schedule hereunder, details of the experience of the Project/Contract Manager, Construction Manager/Site Agent & Surveyor in work of a similar nature to that for which this tender is submitted. **The Curriculum Vitae of the abovementioned persons of interest must be submitted with this Schedule, including certified proof of qualifications.**

CONTRACT MANAGER / PROJECT MANAGER			
NAME & SURNAME			
Qualification/s			
Contract and Client	**Nature of Work**	**Value of Work**	**Year Completed**

CONSTRUCTION MANAGER / SITE AGENT			
NAME & SURNAME			
Qualification/s			
Contract and Client	**Nature of Work**	**Value of Work**	**Year Completed**

SURVEYOR			
NAME			
Qualification/s			
Contract and Client	**Nature of Work**	**Value of Work**	**Year Completed**

b) Points Claimable for Key Personnel					
Project Manager		**Construction Manager**		**Surveyor**	
1.) Accredited Tertiary qualification in Built Environment or Management, and 2.) At least 2 years project specific experience or completed at least one (1) similar project, in this capacity.		1.) Accredited Tertiary qualifications in Built Environment, and 2.) At least 2 years of project specific experience or completed at least one (1) similar project, in this capacity		1.) Accredited Tertiary qualifications in Built Environment and 2.) At least 2 years of project specific experience or completed at least one (1) similar project, in this capacity	
3 points		**4 points**		**3 points**	
1.) Accredited Tertiary qualifications in Built Environment or Management, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity.		1.) Accredited Tertiary qualifications in Built Environment, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity.		1.) Accredited Tertiary qualifications in Built Environment, and 2.) 3 to 7 years of project specific experience or completed at least two (2) similar projects in this capacity.	
6 points		**8 points**		**6 points**	
1.) Accredited Tertiary qualifications in Built Environment or Management, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity.		1.) Accredited Tertiary qualifications in Built Environment, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity.		1.) Accredited Tertiary qualifications in Built Environment, and 2.) More than 7 years of project specific experience and/or completed three (3) or more similar projects in this capacity.	
10 points		**10 points**		**10 points**	

#

1. Tick the appropriate boxes to claim points.
2. Only one (1) box per column/discipline can be ticked.
3. A maximum of 30 points is claimable for this section.

Summary of Points Claimed for Key Personnel		
Project Manager	**Construction Manager**	**Surveyor**
	Total Points Claimed	

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

SCHEDULE 26: CERTIFIED BANK RATING CERTIFICATE

The Tenderer shall attach valid Bank Rating to the Schedule. Bank Rating Certificate to meet minimum eligibility criteria:

I. The bank rating should, be based on the tender amount or any amount within the grade 8 CIDB classification (R 60 million to R 200 million), should refer to this specific tender, be printed on an original bank letterhead with a legible bank stamp and signed by an authorised, traceable representative from the bank.

II. Contractors' Bank Rating shall be scored in accordance with F.3.11.9 of the Tender Data.

III. Attached Bank Rating to this page.

Bank Rating / Classification	Description	Points Claimed	Max Score
"F" Bank rating	Financial Position Unknown		**0**
"E" Bank rating	High Risk – not to be recommended		
"D" Bank rating	Reasonable Business Risk		**5**
"C" Bank rating	Good for the amount, strictly in accordance with business		**10**
"B" Bank rating	Good for the amount mentioned		**13**
"A" Bank rating	Indisputable for enquiries		**15**

#

1) Indicate points claimed in the table above.

SIGNED BY/ON BEHALF OF TENDERER:

Contractor	**Witness for Contractor**		**Employer**	**Witness for Employer**

SCHEDULE 27: SCHEDULE OF CONSTRUCTION PLANT

Tenderer shall state below construction plant owned and available should the Tenderer be awarded the Contract.

CONSTRUCTION PLANT OWNED AND AVAILABLE				
Description	**Size**	**Capacity**	**Registration Number**	**When Available**

#

1) Attached to this page the Vehicle Registration Certificates RC1's of all Vehicles listed. Where RC1 is not applicable, please send alternative proof of ownership.

SIGNED BY/ON BEHALF OF TENDERER:

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

Tenderer shall state below construction plant to be acquired/hired for availability should the Tenderer be awarded the Contract.

CONSTRUCTION PLANT TO BE HIRED/ACQUIRED				
Description	**Supplier Details**	**Size**	**Capacity**	**Registration Number**

#

1) Attached Vehicle Registration Certificate RC1 or agreement with Vehicle/Plant Supplier to this page.

SIGNED BY/ON BEHALF OF TENDERER:

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

Points Claimable for Plant Owned and/or to be Hired for Availability should the Tenderer be awarded the Contract			
Description of Plant	**Points Claimed for Plant Owned**	**Points Claimed for Plant to be Hired**	**Points Claimed**
2 x 10 cubes tipper trucks	**2**	**1**	
2 x TLB (at least one should be 4X4)	**2**	**1**	
2 X Roller/Compactor Walk behind/pedestrian)	**1**	**1**	
1 x Water Cart	**2**	**1**	
2 x 20-ton Excavator or heavier	**3**	**2**	
2 x 30-ton Excavator or heavier fitted with hydraulic hammer	**5**	**2**	
Total Points Claimed	**15**		

#

1) Tick appropriate box to claim points (if applicable) for either plant owned or hired per plant type.
2) If, in the case of 2 of the same plant types are needed to score points, one is owned and the other hired, half points for each category will be claimable.
3) A Maximum of 15 points is claimable for this section.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

SCHEDULE 28: ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the SIYANCUMA Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the SIYANCUMA Municipality.

The tender shall be scored on an 90/10-point system where **90 points will be for the price** and **10 points for Specific Goals**.

The tender obtaining the highest number of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest points for Preference/Specific Goals.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

1. GENERAL CONDITIONS

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000;
- the 90/10 system for requirements with a Rand value exceeding R50,000,000;
-

The value of this tender is estimated to exceed R50,000,000 and therefore the 90/10 system shall be applicable.

Preference points for this tender shall be awarded for **Specific Goals** verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	90
2.	Preference (Specific Goals)	10
Total		**100**

Points for Preference/Specific Goals

A **maximum of ten (10)** tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

The principal of scoring points will be as follows:

F.3.11.8.1 **Black Equity Ownership**

A **maximum of 1.5 points** will be awarded to a Tenderer who did not have voting rights according to the definition of an HDI and/or who is using a subcontractor who is such a person.

Black ownership for black will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of Enterprise owned by persons who did not having voting rights [ ] %

Thus, points awarded: $1.5x\frac{\text{K K \%}}{100} =$ [ ]

Proof of Ownership must be attached in the form of:

I. Certified declaration (valid B-BBEE certificate may also be used)
II. A certified copy of the founding documentation of the company with which the ownership is listed.

F.3.11.8.2 **Women Equity Ownership**

A **maximum of 2.5 points** will be awarded to a Tenderer who is a woman and/or who is using a subcontractor that is a woman.

Equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day management of the company or enterprise.

% of Enterprise owned by women [ ] %

Thus, points awarded: $2.5x\frac{\text{K K \%}}{100} =$ [ ]

Proof of ownership must be attached in the form of:

I. Certified declaration (valid B-BBEE certification may also be used)
II. A certified copy of the founding documentation of the company with which the ownership is listed
III. A certified copy of the ID-document (s) of the woman(e)n

F.3.11.8.3 **Disability – Equity Ownership**

A **maximum of 1 points** will be awarded to a Tenderer who is disabled and/or who is using a disabled subcontractor.

Equity ownership for disability will be determined by the % of the enterprise owned by such a person or by the % of shares owned by such members who are actively involved in the day-to-day activities of the company or enterprise.

% of Enterprise owned by disabled person(s) ..... %

Thus points awarded: $1x\frac{\text{K K \%}}{100} =$ [ ]

Proof of ownership must be attached in the form of:

I. Certified declaration
II. A certified copy of the founding documentation of the enterprise with which the ownership is listed
III. A certified declaration from your medical doctor certifying the degree of disability

F.3.11.8.4 **Locality of Enterprise**

Locality Goal

The **locality** of the tenderer will contribute a maximum of **5 preference points**, in accordance with the tables below:

Locality of supplier	**Number of Points (N_p)**
Within the boundaries of the Northern Cape	2
Within the boundaries of Siyancuma Municipality	3
Outside the boundaries of the Northern Cape	0

A **maximum of 5 points**, will be awarded to a Tenderer who has an active office in the following areas:

i. Within the boundaries of Northern Cape? Mark the appropriate block to claim points.

YES	**2 points**
NO	**0 points**

ii. Within the boundaries of the Siyancuma Local Municipality registered as a levy duty payer? Mark the appropriate block to claim points.

YES	**3 points**
NO	**0 points**

TOTAL POINTS CLAIMED FOR LOCALITY OF ENTERPRISE. PLEASE COMPLETE.

	+		=	

In order to be eligible for these points, an active office is defined as an office where staff can be contacted and where your business is run from. The following information to be assessed:

I. Physical address of enterprise
II. Registration number of enterprise
III. Registration number awarded and location of office of local authority where levies are paid.

SUMMARY OF TOTAL POINTS CLAIMED (please complete table)

Specific Goal	% of Points Claimed	**Specific Goal Points Claimed**	
F.3.11.8.1 - Black Equity Ownership			**1.5**
F.3.11.8.2 - Women Equity Ownership			**2.5**
F.3.11.8.3 - Disability Equity Ownership			**1**
F.3.11.8.4 - Locality of Enterprise			**5**
Total Points Claimed			**10**

The Tenderer shall attach a copy of his business utility bill or current lease or rental agreement to this page as proof of his locality.

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the Employer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

WITNESS :

NAME	**SIGNATURE**	**DATE**

SCHEDULE 29: CERTIFIED B-BBEE CERTIFICATE

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

SCHEDULE 30: OTHER VALID OWNERSHIP/GENDER/DISABILITY DECLARATIONS

Attached to this page, supporting documents other than B-BEEE certificates, that is recognised by South African Courts of Law as valid declarations of race (black), gender (female) and disability (declaration with medical certificate).

SCHEDULE 31: MUNICIPAL ACCOUNTS AND LEASE AGREEMENTS

The Tenderer shall attach the following documents to the Schedule:

- Certified copies of Municipal Accounts of Entity claiming preferential points in terms of location.
- Certified copies of Lease Agreements of Entity/s claiming preferential points in terms of locality.
- Any other valid proof of location of Tenderer.

Pages

C1.1 Form of Offer and Acceptance (Agreement) ..... 109 - 113

C1.2 Contract Data (Part 1 & 2)..... 114 - 127

C1.3 Form of Guarantee..... 128 - 131

C1.4 Occupational Health and Safety Agreement ..... 132 - 134

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT NO.: SIYA 02/2025: CAMPBELL ERADICATION OF BUCKETS

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

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

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

.....

..... RAND (in words);

R ....(in figures)

This offer may be accepted by the Employer, by signing the Acceptance part, of this Form of Offer and Acceptance. Thereafter the Employer will be 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.

Name and address of Tenderer/Contractor:

.....

.....

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an Agreement between the Employer and the Tenderer, upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in:

Part C1: Agreements and Contract Data
Part C2: Pricing data
Part C3: Scope of Work
Part C4: Site information

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

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

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

Schedule of Deviations

Notes:

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

1. Subject .....

   Details .....

   .....

   .....

   .....

2. Subject .....

   Details .....

   .....

   .....

3. Subject .....

   Details .....

   .....

   .....

4. Subject .....

   Details .....

   .....

   .....

By the duly authorised representatives **signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents,** listed in the tender data and addenda thereto (as listed in the Returnable Documents). As well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer, during this process of Offer and Acceptance.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

SIGNED ON BEHALF OF THE EMPLOYER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

CONFIRMATION OF RECEIPT

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

Signed on the _____(day) of _____month)_____(year) at _____
(place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME	**SIGNATURE**	**CAPACITY**

SIGNED BY WITNESS:

NAME	**SIGNATURE**

C1.2 CONTRACT DATA (PART 1)

PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny, at the offices of the Employer's Agent.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties; and the procedures for the administration of the Contract. The **Contract Data shall have precedence** in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

The Contract Data, General Conditions of Contract and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications; in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.13:

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a Certificate of Completion.

Clause 1.1.1.14:

The time period for achieving Practical Completion is stated in the Form of Offer and Acceptance (C1.1. page 101 – 105).

Clause 1.1.1.15:

The **Employer** is **SIYANCUMA MUNICIPALITY,** represented by the Municipality Manager and / or such a person or persons duly authorised thereto by the Employer in writing; and the legal successors in title of this person; and are referred to in this Contract Document as "Employer".

Clause 1.1.1.16:

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, Civil Sense Consulting CC acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is: **CIVIL SENSE CONSULTING CC** duly appointed by the Employer.

Clause 1.1.1.26:

The Pricing Strategy is a **Re-Measurement Contract**.

Add the following clauses after Clause 1.1.1.34:

1.1.1.35: "**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36: "**Letter of Notification**" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.1.1.28:

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided; and any other requirements and constraint relating to the manner in which the Work is to be carried out.

Clause 1.2.1.2:

The name of the Employer is	:	**Siyancuma Municipality**
The address of the Employer is	:	P.O. Box 27, DOUGLAS, 8730

Civic Centre, Mutual Street, DOUGLAS, 8730

The name of the Employer's Agent is : **Civil Sense Consulting**
The address of the Employer's Agent is : 04 Hemming Way, Belgravia, KIMBERLEY, 8301

Clause 1.3.5:

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 2.6:

Add the following NEW clause:

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory.
Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Employer's Agent within 14 Days of the Commencement Date

Clause 3.2.1:

Add the following to Clause 3.2.1:

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
10. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
11. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

Clause 3.1.4:

Add the following to the clause:

The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Employer's Agent within 14 Days of the Commencement Date.

Clause 4.3:

Add the following clause after Clause 4.3.2.:

4.3.2.1 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) as amended and the Construction Regulations, 2014, promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.2.2 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) as amended.

4.3.2.3 The Employer's Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer's Agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.
The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.

Clause 4.10.1:

Add the following:

The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region.

Clause 4.10.3:

Add the following clause after Clause 4.10.2:

The Contractor must provide adequate accommodation, offices and latrine facilities for his labour and employees and the Contractor shall bear all relevant associated costs for the duration of the contract. For the duration of the contract all latrines must comply to the relevant regulatory of local-, provincial and/or central government requirements and must be placed in such a manner that it will meet the Employer's Agents approval. If at any time during the contract the Contractor fails to meet these requirements, the Employer's Agent shall have the right to put in place all measures to rectify and/or provide adequate sanitary conditions, with all costs incurred hereto to be recovered from the Contractor.

Clause 4.12.4:

Add the following clause after Clause 4.12.3:

It is not the responsibility of the Employer's Agent or his Agent on site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Employer's Agents, Foreman, Surveyors,

Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that adequate management, control, and/or execution of the works is obtained during the duration of the contact.

Clause 5.3:

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date of the official Site Handover."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

(xiii.) The Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts after 07 August 2015 and the works contract is of a value exceeding one hundred and thirty million rand (CIDB grading designation 9). Such application must be made at least 30 days before that work is to be carried out.

(xiv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 February 2017 and the works contract is of a value exceeding forty million rand (CIDB grading designation 7 or higher). Such application must be made at least 30 days before that work is to be carried out.

(xv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract is of a value exceeding thirteen million rand (CIDB grading designation 7 or higher). Such application must be made at least 30 days before that work is to be carried out.

Clause 5.3.1:

The documentation required before the commencement with the Works execution is:

1. Health and Safety Plan (Refer to Clause 4.3)
2. Initial programme (Refer to Clause 5.6)
3. Security (Refer to Clause 6.2)
4. Insurance (Refer to Clause 8.6)
5. Occupational Health and Safety Agreement (C1.4 of the Contract Document)
6. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer).
7. Ensure that the Construction Work Permit has been approved and granted by the Department of Labour regional head office, as per the Construction Regulations, 2015. Refer to Annex F on page 25 for guidelines in the Health and Safety Specifications: Particular Project Specifications.

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works' execution is **fourteen (14) days.**

Clause 5.3.3:

Add the following clause after Clause 5.3.3:

The Contractor shall commence executing the works within **14 days** from the Commencement Date.

The Commencement Date will be the day when all of the following takes place:

- Site Handover to the Contractor

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

Add the following clause after Clause 5.4.3:

1.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

Clause 5.6.1:

Add the following:

The Contractor shall deliver the programme of Work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day).

The Contractor shall have regard for the phases and sub-phases (if applicable) of the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications, and / or will be indicated on the Phasing Plan which forms part of the Drawings. The Contractor should incorporate these phases and sub-phases in the outline of his Programme of Works.

Clause 5.7:

Add the following to the clause 5.7.3:

No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor. Unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation, or the basis upon which it is to be determined.

Clause 5.8:

Add the following to clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- all gazetted public holidays, and
- the year-end-break starting 16 December 2025 and ending 04 January 2026, and
- the year-end-break starting 16 December 2026 and 03 January 2027.

The year-end-breaks is subject to the annual construction shutdown period as published by SAFCEC.

The Contractor is to make provision in his programme for all the non-working days, which occur during the contract period.

Clause 5.9:

Add the following Clauses <u>after</u> Clause 5.9.7:

Tender Drawings shall be used for tender purposes only and shall not be used for construction.
The Employer's Agent shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, copies of such further drawings and such instructions. These drawings and instructions shall be necessary for the purpose of proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.9.1:

Add the following to the clause:

"The drawings shall remain the property of the employer and the Contactor will sign receipt for the acceptance thereof. The copyright on all documents remains with the employer and no drawings or parts thereof may be duplicated without approval by the Employer's Agent."

Clause 5.12:

Add the following to clause 5.12.2:

Regardless of the cause of any delay, an extension of time will only be considered, if it can be shown by the Contractor that the activity delayed is on the **critical path**, indicated on the most recently approved Programme of Works.

Add the following to clause 5.12.2.2:

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, snow, 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 shall be granted in accordance with the provisions of this clause.

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 work on the critical path.

Only days where rainfall recorded on site equals or exceeds 10mm, will be deemed to be a rain day, which will be considered as a non-working day.

Month	Working Days	Month	Working Days
January	5	July	0
February	6	August	1
March	6	September	1
April	4	October	3
May	2	November	4
June	1	December	5

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts (signed daily dairy, photo record, etc.) and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.
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.**

Clause 5.12.5:

Extension of Time due to delays and abnormal climatic conditions will be dealt with as determined by the Employer's Agent. The Contractor shall be responsible to specify his claim with regard to the amount and type of resources involved. Only items on the critical path shall be considered and payment for time related cost will be subject to the decision of the Employer's Agent. The Contractor must adhere to the following conditions:

Sub Clause 5.12.5.1

Only items that occurs on the critical path and which will have a significant influence on the completion date shall be considered.

Sub Clause 5.12.5.2

The Contractor must, after submitting the necessary proof and documentation to the Employer's Agent, reach an agreement on site between himself and the Employer's Agent with regard to the reasons and duration of the delay.

Sub Clause 5.12.5.3

The Contractors is responsible to provide all supporting documentation in order to substantiate any claim for delay. Any claim will only be considered if the Contractor informed the Employer's Agent in writing, within **twenty-eight (28) days** from the start of such a delay, to the cause and duration of the delay.

Clause 5.13.1:

The penalty for failing to complete the Works is **R 5 000.00 (Excl. VAT)** per calendar day.

Clause 5.16.3:

The latent defects liability period is **10** years.

Clause 6.2.1:

Add the following to Clause 6.2.1:

- The Performance Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
- The Performance Guarantee shall be worded as set out in the Contract Data, according to Section C1.3 on Page 127 - 129.
- The liability of the guarantee shall be for 10% of the Contract Price.
- The liability of the guarantee could be decreased to 5% in case of the awarding of the contract to a qualifying potentially emerging contractor.
- The Performance Guarantee **shall be maintained until the issue of the Certificate of Completion**.

Clause 6.2.2:

Delete clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.3:

Sub clause 6.3.3.2:

All rates will be fixed as tendered irrespective of the percentage variation.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%.**

Subclause 6.6.1: Provisional sums

In the second line of subclause 6.6.1.2, after the words "sum or sums" *insert the words* ", excluding VAT,".
In the first line of subclause 6.6.1.2.1, after the words "sum or sums" *insert the words* ", excluding VAT,".
In the fourth line of subclause 6.6.1.2.2, after the words "amount" *insert the words* ", excluding VAT,".

Sub clause 6.6.2: Prime cost sums

In the fourth line of subclause 6.6.2, after the words "price" *insert the words* ", excluding VAT,".

Clause 6.7: Measurement of Works

Sub clause 6.7.1:

This is a Re-measurement Contract.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not be** subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data, then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

The percentage advance on materials not yet build into the Permanent Works is **80%**, upon proof of ownership.

Clause 6.10.3:

Add the following to Clause 6.10.3:
Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **5%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defect Liability Period shall be **2.5%** of the Contract Price, including payment for contingencies and Contract Price Adjustment. ***A guarantee in lieu of retention is not permitted.***

Clause 6.10.4:

Add the following to Clause 6.10.4:

Furthermore, payment shall be subject to the Employer being in possession of a valid Tax Compliance Status at the time payment is due (it is the responsibility of the Contractor to submit an updated Tax Compliance Status Result Letter to the Employer) should any current documentation expire during the contract period.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 6.10.5.1:

In the sixth line, delete the words "Of the second half"

Clause 6.10.10: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Employer's Agent in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 6.11:

Amend the percentage from **15 percen**t to **33.333 percent** in the title and in the Clause.

Clause 8.4.1:

Add the following to the existing clause 6.10.4:

The Contractor must make provision on his own cost for the protection of the works and shall be liable for all costs and/or claims against him or against the Employer or the employer's Agent, resulting from negligent or insufficient safety measures during the execution of the works. The Employer reserves the right to recover any such costs from the Contractor. The Contractor must notify the Employer's Agent within 48 hours, after receiving such a claim against him. If after ninety (90) days after receiving such a claim the Contractor has failed to settle the dispute, the Employer's Agent reserves the right to investigate the claim and to take the necessary measures to resolve the dispute at the cost of the Contractor.

Clause 8.6.1:

8.6.1.1.1 The Contract Price

8.6.1.1.2 The value of the plant and materials supplied by the Employer, to be included in the insurance sum is R0.00 - Nil.

8.6.1.1.3 The amount to cover professional fees not included in the Contract Price for repairing damage and loss, to be included in the sum is **R 5, 000,000.00 (Five Million Rand)**.

8.6.1.2. A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.

8.6.1.3 The limit of indemnity for liability insurance is **R 10,000,000.00** for any single claim – the number of claims to be unlimited during the construction period.

Clause 8.6.1.5:

Additional Insurance is required for the following:

a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channels.

f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6:

The evidence that the insurances have been affected in terms if Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.

Clause 9.2.1:

Add the following two clauses after Clause 9.2.1.3.7:

Clause 9.2.1.3.8

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.9

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 9.2.1.3.10

"The Contractor fails to provide the required Guarantee and insurances within the prescribed time."

Clause 10.5.:

Dispute resolution shall be by mediation, failing which by arbitration.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10:

Clause 11: Copyright

The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works, shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer). The Contractor shall not provide any information in connection with the Works to any person or organisation without, the prior approval of the Employer and / or the Employer's Agent to this effect.

Clause 12: Contractor's liability as mandatory

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act (Act 85 of 1993) as amended; as well as the Act's regulations, including the Construction Regulations 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions, in terms of Section 37 (2) of the OHS Act.

Clause 13: Contractor to provide everything necessary

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 14: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

Clause 15: Occupational Health and Safety Agreement

The Employer and the Contractor shall enter into an agreement to complete the Work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) as amended, and the Construction Regulations 2014 promulgated there under.

An agreement is included as annexure to the Contract Data and shall be completed and submitted to the Employer, together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer), within **fourteen (14) days** after the Commencement Date.
Contractor must ensure the following documents are completed and attached to his tender document:

- Occupational Health and Safety Agreement: Section C1.4 of the Contract Data, on page 122 - 124.
- Letter of good standing from Compensation Commissioner: Schedule 2 of the Returnable Documents, on page 48.

The Contractor shall ensure that any letter of good standing shall be timeously renewed, in order that it remains in full force for the duration of the Contract.

C1.2 CONTRACT DATA (PART 2)

Part 2: Data Provided by the Contractor

Clause 1.1.1.9 : Delivery of Notices

The name of the Contractor is .....

Clause 1.2.1: Delivery of Notices

The address of the Contractor is:

Physical Address	Postal Address
.....	.....
.....	.....
.....	.....
Telephone:.....	Fax: .....

Email: .....

Clause 1.1.1.14: Due Completion Date

The time for achieving Practical Completion of Works shall be ..... Working days from Commencement Date.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

C1.3 PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: **SIYANCUMA LOCAL MUNICIPALITY**

"Contractor" means: .....

"Employer's Agent" means: **CIVIL SENSE CONSULTING CC**

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue of the Certificate of Completion.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works, as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee; and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
   3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience, and shall not be construed as any intention whatsoever to create an accessory obligation, or any intention whatsoever to create a suretyship;
   3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
   4.1. A copy of a first written demand issued by the Employer to the Contractor, stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract; and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
   4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address, with a copy to the Contractor, stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1; and the sum certified has still not been paid.
   4.3. A copy of the aforesaid payment certificate, which entitles the Employer to receive payment in terms of the Contract, of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance, upon receipt of a first written demand (from the Employer to the Guarantor) at the Guarantor's physical address, calling up this Performance Guarantee, in which such demand states that:
   5.1. the Contract has been terminated due to the Contractor's default, and that this Performance Guarantee is called up in terms of 5; or
   5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor, and that the Performance Guarantee is called up in terms of 5; and
   5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5, shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate, submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended, and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly, and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days, upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his / her affairs with the Contractor in any manner which the Employer may deem fit; and the Guarantor shall not have the right to claim his / her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 1 November 2011) approved for issue of contract guarantees. Guarantees from any other institution not listed below will not be accepted without prior approval by the Employer's Agent.

National Banks:
ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Industrial Development Corporation of South Africa
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:
ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Etana Insurance Company Ltd.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Zurich Insurance Co.

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN SIYANCUMA MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993) AS AMENDED.

I, representing....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I / We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-Contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-Contractors will comply with the conditions set out.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY:

NAME	**SIGNATURE**	**DATE**

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

Signed at ..... on the ..... day of ..... 20.....

SIGNED BY/ON BEHALF OF SIYANCUMA MUNICIPALITY:

NAME	**SIGNATURE**	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he / she, his / her employees, and any Sub-Contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment / machinery / articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and / or his / her employees and / or his / her Sub-Contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions ..... 136 - 137

C2.2 Bills of Quantities ..... 138 - 151

C2.3 Declaration 152

C2.1 PRICING ASSUMPTIONS

C2.1 Pricing Assumptions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Employer's Agenting Construction, referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

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

%	=	per cent	m^2.pass	=	square metre-pass
h	=	hour	m^3	=	cubic metre
ha	=	hectare	m^3.km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ (kL)	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kiloposcal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ (L)	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m^2	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, for the Work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work; and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data; as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional Work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to **www.sabs.co.za** or **www.iso.org** for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of Work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears, in respect of Work required in the Bills of Quantities in terms of the Contract, and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities, are only for the purposes of identifying the items. More details regarding the extent of the Work entailed under each item's description, appear in the Scope of Work and Specification Data.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardized Specifications.

12. The clauses in the Specification Data in which further information is provided regarding a schedule item, appears under the **"reference clause"** column in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of the scheduled items. Further information and specifications may be found elsewhere in the contract documents.

C2.2 BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

General

1. The tender data, the Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities.
   a) The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.
   b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill. His attention is drawn to the fact that the Contractor has the right, under various circumstances to payment for additional works carried out, and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
   c) The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
2. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. Except that the rates shall not include Value Added Tax (VAT). The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in, and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
5. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.
6. The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

SECTION 1 : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 A	**PRELIMINARY AND GENERAL**				
1.1	A	**FIXED-CHARGE ITEMS**				
1.1.1	A 8.3.1	Contractual Requirements	Sum	1		
1.1.2	A 8.3.2	Establish Facilities on the Site:				
		Facilities for Engineer				
1.1.2.1	A 8.3.2.1a)	Survey Equipment etc	Sum	1		
1.1.2.2	A 8.3.2.1c)	Name board	No	1		
	A 8.3.2.2	Facilities for Contractor				
1.1.2.3	A 8.3.2.2a-j	Item to include all costs related to the establishment of the contractor's & Engineer's site office, storage shed, workshop, accommodation and sanitary facilities.	Sum	1		
1.1.2.4	A 8.3.3	Other fixed-charge obligations	Sum	1		
1.1.2.5	A 8.3.4	Removal of Engineer and Contractor Site establishment	Sum	1		
1.2	A	**TIME-RELATED ITEMS**				
1.2.1	A 8.4.1	Contractual Requirements	Sum	1		
1.2.2	A 8.4.2.2	Facilities for Contractor & Engineer for duration of construction, except where otherwise stated. All operational costs for the site office, accomodation, storage shed, workshop, telephone, data connection, etc sanitary and other facilities must be included in this rate.	Sum	1		
1.2.3	A 8.4.3	Supervision for duration of construction	Sum	1		
1.2.4	A 8.4.4	Company and head office overhead costs for duration of the contract	Sum	1		
1.2.5	A 8.4.5	Other time-related obligations to be specified in items 1.2.1 to 1.2.4:				
	PS A 8.4.6	Standing time cost for the following per working day				
1.2.5.1		Plant	Sum/day	1		
1.2.5.2		Labour	Sum/day	1		
1.2.5.3		Other, Specified Item (a) :	Sum/day	1		
1.3	A	**SUMS STATED PROVISIONALLY BY ENGINEER**				
		Community Requirements				
1.3.1		CLO wages	Prov Sum	100	250 000,00	R 250 000,00
1.3.2		Overheads, charges and profit on Item 1.3.1	Percentage	10%	250 000,00	R 25 000,00
		Engineers Requirements				
1.3.3	A 8.5.b.2	Surveying and replacement of boundary pegs and "as built" information at end of construction	Prov Sum	100%	75 000,00	R 75 000,00
1.3.4		Laboratory Testing as ordered by Engineer	Prov Sum	100%	35 000,00	R 35 000,00
1.3.5		Overheads, charges and profit on Items 1.3.3 and 1.3.4	Percentage	10%	110 000,00	R 11 000,00
1.4	A	**TEMPORARY WORKS**				
1.4.1		Daywork (provisional)	Prov Sum	100%	500 000,00	R 500 000,00
1.4.2	A 8.8.4	Expose of and protection of unknown existing services encountered during the contract.	Prov Sum	100%	75 000,00	R 75 000,00
1.5	A	**OCCUPATIONAL HEALTH AND SAFETY MEASURES**				
1.5.1	PS A 8.9.1	Cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act. Compliance with Occupational Health and Safety act (Act 85 of 1993) and its regulations and Employers Health and Safety Specification. Barricading of open trenches measured elsewhere.	Sum	1		
1.5.2	PS A 8.9.2	Compilation and maintenance of a Health & Safety Plan, including Risk assessments, Safe Work Procedures and Method Statements.	Sum	1		
1.5.3	PS A 8.9.3	Compilation and maintenance of a Health & Safety File.	Sum	1		
1.5.4	PS D 8.3.13	Barricading of all open trenches as prescibe by the Construction Regulations 2014 of the OHS Act on both sides of the trenches.	m	30 000		
SUB-TOTAL CARRIED FORWARD						

Contractor	Witness for Contractor	Employer	Witness for Employer

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
1.6		**ENTERPRISE DEVELOPMENT**				
1.6.1		**Enterprise Develoment of Targeted Enterprises**				
1.6.1.1		Needs analysis and enterprise development plan per targeted enterprise	Prov Sum	1	10 000,00	R 10 000,00
1.6.1.2		Monitoring and interim reporting per targeted enterprise per quarter	Prov Sum	1	320 000,00	R 320 000,00
1.6.1.3		Project completion report per targeted enterprise	Prov Sum	1	10 000,00	R 10 000,00
					TOTAL FOR SECTION 1 (CARRIED FORWARD TO SUMMARY)	

SECTION 2: SITE WORKS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 DB	**SITE CLEARANCE AND EARTHWORKS**				
2.1	DB	**SITE CLEARANCE**				
2.1.1	PS C 8.2.1	Clear and grub (2.5m wide strip) for water and sewer pipeline routes not in the street reserve.	m	4 458		
2.1.2	PS C 8.2.3	Remove Acacia, Presopis and other large trees with trunk girth more than 300mm.	No	45		
2.1.3	PS C 8.2.5	Dismantle, stack and reinstate fences. It will be required from the contractor to photograph all fences prior to the dismantling it.	m	1 083		
2.2	D	**EXCAVATION**				
2.2.1	D 8.3.8.1	Excavation by hand in all material (intermediate to soft) to expose services and trench excavation in confined spaces. Hard rock measured elsewhere.	m^3	150		
2.3	DB	**SERVICES THAT INTERSECT A TRENCH**				
2.3.1	DB 8.3.5a	All types of water pipe lines 40mm Ø and smaller	No	345		
2.3.2		All types of water pipe lines larger than 40mm Ø	No	100		
2.3.3		All sewer pipes	No	20		
2.3.4		LV Electrical cables	No	100		
2.3.5		HV Electrical cables	No	50		
2.3.6		Telkom cables	No	150		
2.3.7		Fences	No	689		
2.3.8		Overhead LV and HV electrical cables	No	345		
2.3.9		Telkom and electricity poles	No	5		
2.4	DB	**SERVICES THAT ADJOIN A TRENCH**				
2.4.1	DB 8.3.5b	All types water pipe lines of any size	m	3 000		
2.4.2		All sewer pipes	m	300		
2.4.3		LV Electrical cables	m	500		
2.4.4		HV Electrical cables	m	500		
2.4.5		Fences	m	1 000		
2.4.6		Overhead LV and HV cables	m	500		
2.4.7		Telkom and electricity poles	m	500		
2.5	DB	**CONCRETE AND BLOCK PAVED ROAD CROSSINGS**				
2.5.1		Sawcut up to 125mm thick (200m in lenght) and remove concrete slab 1 200mm wide across concrete surfaced road. Dispose to dump site, unlimited freehaul.	m^2	120		
2.5.2		Remove and preserve concrete block pavers.	m^2	50		
2.5.3		Import G5 and reinstate pavement layerworks 450mm deep, compacted in 150mm layers, at road crossing and where prescibe by engineer with 2% soilcrete compact to 95% MOD AASHTO.	m^3	77		
2.5.4		Extra over item 2.5.3 for addition of cement. Please note, 2% soilcrete or atleast 50kg per cube G5.	ton	3,4		
2.5.5		Reinstate concrete road surface with 125mm thick 25MPa concrete in half widths not exceeding 1 200mm x 3 500mm.	m^3	15		
2.5.6		Extra over item 2.5.5 for mesh reinforcement (Ref.395)	m^2	120		
2.5.7		Replace kerbs or edge beams to match existing.	m	50		
2.5.8		Replace preserved interlocking of 80mm/60mm pavers. Rate to include all cost related to the moving and placing the pavers on 20mm paving sand and crusher dust joint filling.	m^2	50		
2.6	DB	**ROAD REHABILITATION**				
		Road works before excavation and laying of sewer & water pipelines:				
2.6.1		Breakup and dispose concrete road surface (100 to 150mm thick) prior to excavation as and where prescribe by engineer. Unlimited free haul.	m^3	1 668		
2.6.2		Remove and preserve concrete block pavers.	m^2	1 586		
2.6.3		Cut to stockpile for later use, 150mm deep into road prism (existing subbase). Rate to include preservance of material until reuse as subbase material in road rehabilitation.	m^3	2 240		
					SUB-TOTAL CARRIED FORWARD	

Contractor	Witness for Contractor	Employer	Witness for Employer

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
		Road works after excavation and laying of sewer & water pipelines:				
2.6.4		Rip 100mm in situ roadbed, shape to given levels and compact to 93% MOD AASHTO.	m³	1 493		
2.6.5		Import class G5, from commercial source where additional fill is required, as and where prescribe by Engineer.	m³	672		
2.6.6		Mix and lay in 150mm layers to given levels, stabilise to Class C4 sub-base and compact to 98% Mod Aashto density.	m³	2 912		
2.6.7		Extra over item no. 2.6.6 for processing of material by stabilizing with stabilizing agent:				
2.6.7.1		Stabilizing agent: Portland Cement (@ 2,5 % preliminary)	t	158,7		
2.7	SABS 1200 MK	**INTERLOCKING PAVING BRICKS**				
		Replace interlocking segmented paving bricks and lay on 20mm sand on newly constructed sub-base in herringbone pattern as follows:				
2.7.1		Preserved 80/60mm 35MPa interlocking concrete pavers on 20mm paving sand and crusher dust joint filling.	m²	1 586		
2.7.2		New 60mm 35MPa interlocking concrete pavers on 20mm paving sand and crusher dust joint filling.	m²	13 342		
2.8		**CONCRETE KERBS**				
		All kerbs shall be constructed with 25Mpa/19mm concrete, layed on a 50mm 15Mpa concrete bed with concrete haunching at joints:				
2.8.1		Type 8c mountable kerbs on one sides of streets	m	2 750		
2.8.2		25MPa/19 mm concrete for edge beams, 300mm x 150mm thick on one side of street.	m³	125		
					TOTAL FOR SECTION 2 (CARRIED FORWARD TO SUMMARY)	

SECTION 3: SEWER PIPE TRENCHES

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 DB	**EARTHWORKS : PIPE TRENCHES**				
3.1	DB	**SEWER MAINS**				
	DB 8.3.2a	Excavation of trenches for sewer pipelines in all materials, pipe diameter plus 600mm wide, backfill and compacted according to DB.8.3.2 including disposal of surplus material and shoring of trench excavations (>1.5m deep) or excavated @ 45 degrees where applicable for trench depths of :				
3.1.1		Up to 1.0m	m	737		
3.1.2		Over 1.0m and up to 2.0m	m	8 547		
3.1.3		Over 2.0m and up to 3.0m	m	3 416		
3.1.4		Over 3.0m and up to 4.0m	m	1 051		
3.1.5		Over 4.0m and up to 5.076m	m	117		
3.1.6	DB 8.3.2(b)	Extra over items 3.1.1 to 3.1.5 for hard rock excavation.	m^3	20 325		
3.1.7	DB 8.3.3.1	Make up deficiency in backfill material from borrow pit or other excavated material on site (No additional payment for overhaul)	m^3	14 104		
3.2		**ERF CONNECTIONS**				
3.2.1	DB 8.3.2a	Excavation of sewer yard connections for newly laid sewer lines in all materials, 710mm wide, backfill and compacted including shoring of trench excavations >1.5m where applicable.	m	4 860		
3.2.2	DB 8.3.2(b)	Extra over items 3.2.1 for hard rock excavation.	m^3	2 670		
3.2.3	DB 8.3.3.1	Make up deficiency in backfill material from borrow pit or other excavated material on site (No additional payment for overhaul)	m^3	910		
3.3	LB	**BEDDING AND BLANKET**				
3.3.1	LB 8.2.2.3	Import and compact 100mm selected granular material from commercial sources (if not available elsewhere) for bedding beneath sewer pipelines on prescribed levels including trench bottom finishing (No over haul applicable)	m^3	1 104		
3.3.2	LB 8.2.2.3	Import from commercial sources (if not availabe elsewhere) and compact selected blanket material up to 300mm above sewer pipelines (No over haul applicable)	m^3	5 117		
					TOTAL FOR SECTION 3 (CARRIED FORWARD TO SUMMARY)	

SECTION 4: WATER PIPE TRENCHES

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 DB	**EARTHWORKS : PIPE TRENCHES (Water)**				
4.1	DB	**WATER MAINS**				
	PS DB 8.3.2a	Excavation of trenches for water pipelines in all materials for depths of 1 100mm and widths as per SANS specification (pipe diameter plus 600mm). Backfill and compaction according to SANS specifications including barricading of all trenches :				
4.1.1		75mm diameter uPVC Class 9	m	8 142		
4.1.2		75mm diameter HDPE PE100 PN10	m	268		
4.1.3		110mm diameter uPVC Class 9	m	586		
4.2	DB 8.3.2.b	Extra over item 4.1.1 to 4.1.3 for hard rock and boulder excavation.	m^3	7 365		
4.3	DB 8.3.3.1	Make up deficiency in backfill material from borrow pit or commercial sources for water pipeline trenches and house connections (No additional payment for overhaul)	m^3	4 587		
4.4	LB	**BEDDING AND BLANKET**				
4.4.1	LB 8.2.2.3	Import and compact 100mm selected granular material from commercial sources (if not available elsewhere) for bedding beneath water pipelines on prescribed levels including trench bottom finishing (No over haul applicable)	m^3	684		
4.4.2	LB 8.2.2.3	Import from commercial sources (if not available elsewhere) and compact selected blanket material up to 300mm above water pipelines (No over haul applicable)	m^3	2 537		
4.5	LF	**PIPES**				
	LF 8.2.1	Excavate 400mm wide, backfill, compact in all materials, for installation of HDPE pressure pipe house connections for the following:				
4.5.1		700mm deep for Ø 20mm long house connections	m^3	227		
4.5.2		450mm deep for Ø 20mm short house connections	m^3	377		
4.5.3		700mm deep for Ø 25mm long house connections	m^3	260		
4.5.4		450mm deep for Ø 25mm long house connections	m^3	35		
4.5.5		700mm deep for Ø 40mm long house connections	m^3	115		
4.5.6		450mm deep for Ø 40mm short house connections	m^3	25		
4.5.7	DB 8.3.2	Extra over item 4.5.1 to 4.5.6 for excavation in hard rock	m^3	935		
					TOTAL FOR SECTION 4 (CARRIED FORWARD TO SUMMARY)	

SECTION 5: SEWER NETWORK

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 LD	**SEWER NETWORK**				
5.1	LD	**PIPE LAYING**				
	LD 8.2.1	Supply, lay, test and bed the following sewer pipes complete with couplings:				
5.1.1		160mm diameter uPVC pipe with smooth inner and outer wall (400kPa/ Class 34)	m	12 569		
5.1.2		200mm diameter uPVC pipe with smooth inner and outer wall (400kPa/ Class 34)	m	1 229		
5.2	LD	**MANHOLES**				
	LD 8.2.3	Excavate, backfill, and construct precast manholes with heavy duty concrete lid and frame complete with benching according to Drawing No. 209NC24_SD01 for the following depths:				
5.2.1		Depth of manhole : < 1.0m	No	3		
5.2.2		Depth of manhole : 1.0 - 2m	No	166		
5.2.3		Depth of manhole : 2.0 - 3m	No	57		
5.2.4		Depth of manhole : 3.0 - 4m	No	29		
5.2.5		Depth of manhole : 4.0 - 5,076m	No	5		
5.3	LD 8.2.4	Extra over item 5.2.1 to 5.2.5: Supply and install extra uPVC pipework and fittings for drop manholes as per Drawing No. 209NC24_SD01 including all labour costs.	No	59		
5.4		**CONNECTION TO EXISTING MANHOLES**				
5.4.1	LD 8.2.11	Excavate, backfill and connect new sewer network to the existing outfall line manhole.	Prov Sum	1	25 000,00	R 25 000,00
		TOTAL FOR SECTION 5 (CARRIED FORWARD TO SUMMARY)				

SECTION 6: WATER RETICULATION NETWORK

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 L	**MEDIUM PRESSURE PIPE LINES**				
6.1	L	**PIPE LINES**				
	L 8.2.1	Supply, lay, connect and test the following uPVC pressure pipes complete. SABS 966 (Socket ended):				
6.1.1		75mm diameter uPVC Class 9	m	8 142		
6.1.2		75mm diameter HDPE PE100 PN10	m	3 444		
6.1.3		110mm diameter uPVC Class 9	m	586		
6.2	L	**BENDS**				
	8.2.2	Supply, install, test and disinfect the following uPVC class 9 pressure bends complete with thrust blocks.				
6.2.1		Ø 75mm x 11¼°	No	29		
6.2.2		Ø 75mm x 22½°	No	13		
6.2.3		Ø 75mm x 45°	No	17		
6.2.4		Ø 75mm x 90°	No	21		
6.2.5		Ø 110mm x 11¼°	No	1		
6.2.6		Ø 110mm x 45°	No	1		
6.2.7		Ø 110mm x 90°	No	1		
6.3	L	**SPECIAL FITTINGS**				
	8.2.2	Supply, install and test of the following bitumen dipped cast iron (pipe < 250mm) Grade 300WA, Mild Steel, 4.5mm thickness (pipe >250mm) pipe couplings, socket ended, complete with thrust				
6.3.1		Equal T-Pieces				
6.3.1.1		75mm x 75mm	No	39		
6.3.1.2		110mm x 110mm	No	4		
6.3.2		Reducing T-Pieces				
6.3.2.1		110mm x 75mm	No	15		
6.3.2.2		160mm x 75mm	No	1		
6.3.3		Reducers				
6.3.3.1		110mm x 75mm	No	10		
6.3.4		Flange Adapter				
6.3.4.1		75mm Cast Iron Flange Adaptor (For uPVC pipe)	No	18		
6.3.5		Supply and install the following HDPE compression fittings for the following pipe sizes:				
6.3.5.1		75mm End Caps	No	5		
6.3.5.2		75mm Equal Elbow	No	11		
6.3.5.3		40mm Equal T-piece	No	1		
6.3.5.4		75mm Equal T-piece	No	5		
6.3.5.5		75mm Flange Adaptor (For HDPE pipe)	No	18		
6.3.5.6		40 x 20mm Reducing Coupling	No	17		
6.3.5.7		20mm Equal Elbow	No	10		
6.3.5.8		40mm Equal Elbow	No	1		
6.4	L	**END CAPS**				
	L 8.2.2	Supply, install, test and disinfect of the following bitumen dipped cast iron (pipe < 250mm) and Grade 300WA, Mild Steel, 4.5mm thickness (pipe > 250mm) end caps complete with thrust blocks for:				
6.4.1		Ø 75 mm uPVC pipe	No	10		
6.5	L	**FIRE HYDRANT**				
	L 8.2.13	Supply and install cast iron Fire Hydrant with 65mm inlet, complete according to drawing 209NC24_WD03, including excavations backfilling, materials, form work, paint, labour etc. for:				
6.5.1		Ø 75mm (uPVC) x 80mm Fire Hydrant T-Piece	No	2		
6.5.2		Ø 75mm (HDPE) x 80mm Fire Hydrant T-Piece	No	5		
6.5.3		Ø 110 mm x 80mm Fire Hydrant T-Piece	No	2		
					SUB-TOTAL CARRIED FORWARD	

Contractor	Witness for Contractor	Employer	Witness for Employer

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
6.6	L	**VALVES**				
	L 8.2.3	Supply, install and test the following AVK resilient seal socket ended RHC cast iron valves for the following pipes (SABS 664), PN16:				
6.6.1		DN 75 mm (uPVC pipe)	No	11		
		DN 75 mm (HDPE pipe)	No	6		
6.6.2		DN110 (uPVC)	No	2		
		Connect new AVK resilient seal socket ended RHC cast iron valves to existing water reticulation including excavation, backfilling, compacting and finishing. Rates to include appropriate repair couplings but other fittings are measured elsewhere:				
		DN 75 mm (uPVC pipe)	No	1		
		DN110 (uPVC)	No	2		
6.7	L	**VALVE CHAMBERS**				
	L 8.2.13	Item to include all costs related to the supply and installation of valve chambers as per drawing 209NC24_WD03				
6.7.1		Polymer Concrete valve box/cove (Type 3)	No	22		
6.8	L	**CONNECT EXISTING PIPELINES**				
	L 8.2.18	Connect new water reticulation to existing water reticulation including excavation, backfilling, compacting and finishing. Rates to include appropriate repair couplings but other fittings are measured elsewhere.				
6.8.1		For 75mm Ø class uPVC pipe	No	7		
6.8.2		For 110mm Ø class uPVC pipe	No	20		
6.8.3		For 160mm Ø class uPVC pipe	No	2		
6.9	L	**PIPE MARKERS**				
6.9.1	PS L 8.2.17	Construct pipe markers on positions indicated by engineer as per standard Drawing No. 209NC24_WD01	No	187		
					TOTAL FOR SECTION 6 (CARRIED FORWARD TO SUMMARY)	

SECTION 7: SEWER ERF CONNECTIONS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SEWER ERF CONNECTIONS				
7.1	LD	**ERF CONNECTIONS**				
	LD 8.2.6	Supply, lay, test and bed the following fittings with couplings complete with 110mm ø uPVC pipe (400kPa) extension for short and long erf connections as per Drawing No. 209NC24_SD01:				
7.1.1		110mm diameter uPVC pipe with smooth inner and outer wall (400kPa) for house connections.	m	4 860		
7.1.2		160mm x 110 x 45º uPVC junctions	No	689		
7.1.3		200mm x 110 x 45° uPVC junctions	No	3		
7.1.4		110mm x 45° uPVC bends	No	689		
7.1.5		Erf Connections as per Drawing No. 209NC24_SD01:				
7.1.5.1		Supply and install end caps	No	181		
7.1.5.2	LD 8.2.9	Supply and install of marker posts	No	181		
7.2	LB	**BEDDING AND BLANKET**				
7.3.1	LB 8.2.2.3	Import and compact 100mm selected granular material from commercial sources (if not available elsewhere) for bedding beneath sewer pipelines on prescribed levels including trench bottom finishing (No over haul applicable).	m³	345		
7.3.2	LB 8.2.2.3	Import from commercial sources (if not availabe elsewhere) and compact selected blanket material up to 300mm above sewer pipelines (No over haul applicable).	m³	1 415		
TOTAL FOR SECTION 7 (CARRIED FORWARD TO SUMMARY)						

SECTION 8: WATER ERF CONNECTIONS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 LF	**ERF CONNECTIONS (Water)**				
8.1		**SADDLES**				
	LF 8.2.1	Supply and install the following duraflo saddles with Plasson couplings and fittings for the following pipe sizes:				
8.1.1		Ø 75mm uPVC pipe (20mm Ø)	No.	76		
8.1.2		Ø 75mm Upvc pipe (25mm Ø)	No	180		
8.1.3		Ø 75mm uPVC pipe (40mm Ø)	No	12		
8.1.4		Ø 110mm uPVC pipe 20mm Ø)	No	24		
8.1.5		Ø 110mm uPVC pipe (25mm Ø)	No	63		
8.1.6		Ø 110mm uPVC pipe (40mm Ø)	No	4		
8.1.7		Ø 160mm uPVC pipe (20mm Ø)	No	1		
8.1.8		Ø 160mm uPVC pipe (25mm Ø)	No	4		
		Supply and install the following HDPE reinforced saddles with fittings for the following pipe sizes:				
8.1.9		Ø 40mm HDPE PE100 PN10 pipe (20mm Ø)	No	5		
8.1.10		Ø 75mm HDPE PE100 PN10 pipe (20mm Ø)	No	19		
8.1.11		Ø 75mm HDPE PE100 PN10 pipe (25mm Ø)	No	4		
8.1.12		Ø 75mm HDPE PE100 PN10 pipe (40mm Ø)	No	1		
8.2	LF	WATER METERS AND METER CHAMBERS				
8.2.1	PS LF 8.2.1	Supply and install as per Drawing No.209NC14_WD01, 20mm diameter water meter with lockable box and separate consumer stopvalve in dedicated valve box.	No	663		
8.3	LF	**SPECIAL FITTINGS**				
	PS LF 8.2.1	Supply and install standpipe with Plasson fittings between the saddle and standpipe for erf connections as per Drawing No. 209NC24 WD01:				
8.3.1		Single House Connections	No	131		
8.3.2		Double House Connections	No	266		
8.4	SABS 1200 GA	**CONCRETE (SMALL WORKS)**				
8.4.1		15MPa/19 mm concrete for anchor or thrust blocks	m^3	2		
8.5		PIPES				
	LF 8.2.1	Supply, bed, lay and installation of HDPE PE 100, PN 10 pressure pipe house connections for the following:				
8.5.1		Ø 20mm pipe in 700mm deep trench for long yard connections	m	722		
8.5.2		Ø 20mm pipe in 450mm deep trench for short yard connections	m	1 859		
8.5.3		Ø 25mm pipe in 700mm deep trench for long yard connections	m	826		
8.5.4		Ø 25mm pipe in 450mm deep trench for short yard connections	m	171		
8.5.5		Ø 40mm pipe in 700mm deep trench for long yard connections	m	365		
8.5.6		Ø 40mm pipe in 450mm deep trench for short yard connections	m	79		
8.6	LB	**BEDDING AND BLANKET**				
8.6.1	LB 8.2.2.3	Import and compact 50mm selected granular material from commercial sources (if not available elsewhere) for bedding beneath water pipelines on prescribed levels including trench bottom finishing (No over haul applicable).	m^3	90		
8.6.2	LB 8.2.2.3	Import from commercial sources (if not available elsewhere) and compact selected blanket material up to 200mm above water pipelines (No over haul applicable).	m^3	403		
				TOTAL FOR SECTION 8 (CARRIED FORWARD TO SUMMARY)		

Contractor	Witness for Contractor	Employer	Witness for Employer

SECTION 9: PRECAST CONCRETE TOILET TOP STRUCTURES

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		CONTRACTOR DEVELOPMENT FOR TARGETED ENTERPRISES				
		In accordance with the CIDB BUILD Programme for Contractor Development the main Contractor shall provide for a minimum contract participation goal (CPG) of 5% of the total contract value for Targeted Enterprises.				
9.1		Preparation of floor by Targeted Enterprise/s				
9.1.1		Cut to Fill insitu material (85mm thk)	m³	130		
9.1.2		Import G5 material (85mm thk)	m³	130		
9.1.3		Setting out, Cut and Fill, Mixing 40/60 Insitu/Imported G5 and compaction to 93% MOD AASHTO to establish toilet floor	No	518		
9.2		**ERECTION OF TOP STRUCTURES**				
9.2.1		Supply of Material by main Contractor and/or Employer				
9.2.1.1		Supply and deliver approximately 408 precast concrete Top Structure with steel door complete to match existing, Shocrete or similar.	Prov Sum	1	2 570 000,00	R 2 570 000,00
9.2.1.2		Supply and deliver approximately 518 Eaziflush pedestal, 6 litre Cistern with flushing mechanism, Pan Connector, 110mm Ø PVC IE bend, bolt kit and plumbing accessories for full flush system to match existing, Shocrete or similar.	Prov Sum	1	808 080,00	R 808 080,00
9.2.1.3		Supply and deliver 110 steel doors for existing Toilet Top Structure complete to match existing, Shocrete or similar.	Prov Sum	1	165 000,00	R 165 000,00
9.2.1.4		Overheads, charges and profit on Items 9.2.1 to 9.2.3	Percentag	5%	3 543 080,00	R 177 154,00
9.2.2		Erection of Toilet Top Structures by Targeted Enterprise/s				
9.2.2.1		Erect (labour only) precast concrete toilet top structures according to manufacturers specifications.	No	408		
9.2.2.2		Replace steel doors (labour only) of existing toilet top structures	No	110		
9.3		DISMANTLE/REASSEMBLE EXISTING TOILET STRUCTURES				
9.3.1		Dismantle, relocate and re-assemble exising precast concrete toilet top structures to new positions on same erf as indicated by the Engineer.	No	110		
9.4		**WATER CONNECTION TO CISTERN**				
		Supply and Installation by Targeted Enterprise/s				
		Excavate 400mm wide x 400mm deep, backfill, compact in all materials, for installation of HDPE pressure pipe for the following:				
9.4.1		400mm deep for Ø 20mm HDPE toilet connection pipework	m³	975		
9.4.2		Extra over Item 9.3.1 for excavation in hard rock	m³	585		
9.4.3		Supply, bed, lay and installation of HDPE PN 10 pressure pipe for the following:				
9.4.3.1		Ø 20mm pipe in 400mm deep trench	m	6 096		
9.4.3.2		20mm Compression Equal Tee	No	518		
9.4.4		Supply and installation the following Polycop pipe with fitting for water closet connection:				
9.4.4.1		Ø 22mm polycop CL2 (6 bar) pipes	m	1 036		
9.4.4.2		Ø 22mm unitwist push fit elbows	No	1 036		
9.4.4.3		Ø 22mm unitwist Adapter	No	518		
9.4.4.4		Ø 15mm flexi hose with stainless steel cap and matching angle valve.	No	518		
9.5	LB	**BEDDING AND BLANKET**				
9.5.1	LB 8.2.2.3	Import and compact 50mm selected granular material from commercial sources (if not available elsewhere) for bedding beneath water pipelines on prescribed levels including trench bottom finishing (No over haul applicable).	m³	151		
9.5.2	LB 8.2.2.3	Import from commercial sources (if not available elsewhere) and compact selected blanket material up to 100mm above water pipelines (No over haul applicable).	m³	303		
					TOTAL FOR SECTION 9 (CARRIED FORWARD TO SUMMARY)	

Contractor	Witness for Contractor	Employer	Witness for Employer

SUMMARY OF SCHEDULES

DESCRIPTION		AMOUNT	
		R	c
1	PRELIMINARY AND GENERAL		
2	SITE WORKS		
3	SEWER PIPE TRENCHES		
4	WATER PIPE TRENCHES		
5	SEWER NETWORK		
6	WATER RETICULATION NETWORK		
7	SEWER ERF CONNECTIONS		
8	WATER ERF CONNECTIONS		
9	PRECAST CONCRETE TOILET TOP STRUCTURES		
SUB-TOTAL 1 (Nett Value of Works)			
BUILD PROGRAMME ALLOWANCE Allowance of **0.2%** (TWO TENTHS OF A percent) of Sub-Total 1 for BUILD Programme Allowance.			
SUB-TOTAL 2 (Sub-Total 1 + BUILD programme Allowance)			
CONTINGENCIES Allowance of **10%** (TEN percent) of Sub-total 2 above for Contingencies to be spent as the Employer's Agent may direct and to be deducted in whole or in part if not required.			
SUB TOTAL 3 (Sub-Total 2 + Contingencies Allowance)			
VALUE ADDED TAX ADD: VAT at the rate of **15%** of Sub-Total 3			
TOTAL TENDER AMOUNT OFFERED (Sub-Total 3 + VAT) Carried to part C1.1 Form of Offer and Acceptance & Front Page			
CONTRACT PERIOD :.....Working Days			

C2.3 DECLARATION (IN RESPECT OF COMPLETENESS OF TENDER)

Siyancuma Municipality
Office of the Municipal Manager
Civic Centre, Mutual Street
DOUGLAS
8730

I/we, the undersigned, do hereby declare that these are the properly priced issued Bill of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for the **TENDER NO. SIYA 02/2025 – CAMPBELL ERADICATION OF BUCKETS** has been based.

I/we, the undersigned also acknowledge that:

I. The measurement and payment clauses of the SANS 1200 Standardized Specifications and the Standard and Particular Specifications as amended or added to in Part C3, Specification Data of this tender, shall be deemed to form part of and be included in the Pricing Instructions.
II. In accordance with Clause 6.7.1 of GCC 2015 3rd Edition, the quantities set out in the Bill of Quantities for a re-measurement Contract are the estimated quantities of work and are not to be taken as the actual and final quantities of Works to be carried out by the Contractor in fulfilment of his obligations under the Contract.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	**SIGNATURE**	**DATE**

COMPANY STAMP

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C3.1 STANDARD SPECIFICATION

C3.1.1 LIST OF STANDARDISED SPECIFICATIONS

1. SABS 1200

The standard specifications on which this contract is based are the **South African National of Standard Standardised for Civil Employer's Agenting Construction SABS 1200.** (Note to compiler. "SABS1200" has been changed to "SANS1200"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200).

2. Applicable SABS 1200 Standardized Specifications

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

SABS	1200	**A**	- 1986	:	GENERAL
SABS	1200	**AB**	- 1986	:	ENGINEERS OFFICE
SABS	1200	**AH**	- 1986	:	GENERAL (Structural)
SABS	1200	**C**	- 1980	:	SITE CLEARANCE
SABS	1200	**D**	- 1988	:	EARTHWORKS
SABS	1200	**DA**	- 1988	:	EARTHWORKS (Small works)
SABS	1200	**DB**	- 1989	:	EARTHWORKS (Pipe trenches)
SABS	1200	**DE**	- 1984	:	SMALL EARTH DAMS
SABS	1200	**DK**	- 1996	:	GABIONS AND PITCHING
SABS	1200	**DM**	- 1981	:	EARTHWORKS (ROADS, SUB-GRADE)
SABS	1200	**G**	- 1982	:	CONCRETE (STRUCTURAL)
SABS	1200	**L**	- 1983	:	MEDIUM PRESSURE PIPELINES
SABS	1200	**LB**	- 1983	:	BEDDING (PIPE)
SABS	1200	**LD**	- 1982	:	SEWERAGE
SABS	1200	**LE**	- 1982	:	STORMWATER DRAINAGE
SABS	1200	**LF**	- 1983	:	ERF CONNECTIONS (WATER)
SABS	1200	**M**	- 1976	:	ROADS (GENERAL)
SABS	1200	**ME**	- 1981	:	SUB-BASE
SABS	1200	**MF**	- 1981	:	BASE
SABS	1200	**MH**	- 1996	:	ASPHALT BASE AND SURFACING
SANS	1200	**MJ**	- 1984	:	SEGMENTED PAVING
SABS	1200	**MK**	- 1983	:	KERBING AND CHANNELLING
SANS	1200	**MM**	- 1984	:	ANCILLARY ROADWORKS
SABS	1215		- 1984	:	CONCRETE MASONRY UNITS
SABS	227		- 1986	:	MASONRY UNITS OF BURNT CLAY
SANS	10400		- 1990	:	NATIONAL BUILDING REGULATIONS

SANS	2001	**CC1**	- 2007 :	Concrete works (structural)
SANS	2001	**CC2**	- 2007 :	Concrete works (minor works)
SANS	2001	**CM1**	- 2007 :	Masonry walling
SANS	2001	**EM1**	- 2007 :	Cement plaster

The following standardized Construction and management requirements for works contracts will also form part of this contract:

SANS 1921-1:2004 Part 1: General Employer's Agenting and construction works
SANS 1921-2:2004 Part 2: Accommodation of traffic on public roads occupied be the contractor
SANS 1921-4:2004 Part 4:Third-Party management support in works contracts
SANS 1921-5:2004 Part 5: Earthwork activities which are to be performed by hand
SANS 1921-6:2004 Part 6: HIV/AIDS awareness

C3.2 PROJECT SPECIFICATIONS

STATUS

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

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

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

Part C contains the Particular Specifications relating to specific items on this project.

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

C3.2.1 PART A: GENERAL

Part A covers a general description of the project, the site and the geo-technical conditions, the available and required facilities, special characteristics of the Contract and the requirements to which the Contractor has to comply with. Reference is also given in Part A to other Specifications (if any) applicable on the Contract.

PS 1 General Description of the Works
PS 2 Description of Site and Access
PS 3 Details of Contract
PS 4 Construction Programme
PS 5 Procedures during Construction
PS 6 Site Facilities Available
PS 7 Abnormal Rainfall
PS 8 Relocation of existing structures
PS 9 Project Name Board
PS 10 Protection from Storms and Floods
PS 11 Existing Services
PS 12 Accommodation of Traffic and Public Access
PS 13 Setting out of Works & As-Built Information
PS 14 Temporary Office and Communication Facilities
PS 15 Safeguarding of Material, Equipment and Property
PS 16 Sanitary Conditions
PS 17 Dealing with Water
PS 18 Construction in Confined Areas
PS 19 Density Tests/Concrete Cubes
PS 20 Air Tests
PS 21 Community Liaison Officer (CLO)
PS 22 Labour Intensive Activities
PS 23 Excavation of Trenches
PS 24 Classes of Excavation
PS 25 Manholes and Chambers
PS 26 Quality Control by Employer's Agent
PS 27 Health and Safety Plan
PS 28 Environmental Requirements
PS 29 Access to Properties
PS 30 Subcontractors (Nominated or Approved)

PS 31 Standing Time
PS 32 Site Meetings
PS 33 Restricted Areas
PS 34 Interfacing with Other Contractors / Subcontractors
PS 35 Minimum Nuisances to Persons from the Surrounding Area
PS 36 Borrow Pits
PS 37 Spoil Material
PS 38 Drawings
PS 39 Notices, Signs, Barricades and Advertisements
PS 40 Transport of Material
PS 41 Workmanship and Quality Control
PS 42 Excavations in Existing Road Reserves
PS 44 Quality Control and Testing of the Works
PS 45 Site Usage
PS 46 Daily Records
PS 47 Supporting Documents
PS 48 Recording of Weather
PS 49 Barricading and Lighting
PS 50 Protection of the Public
PS 51 Local Labour

C3.2.2 PART B: AMENDMENTS TO STANDARD AND SPECIFIC SPECIFICATIONS

Part B covers variations on and additions to the Standardised SABS 1200 – series of Specifications for Civil Employer's Agenting construction and other Standard Household Specifications and the Specific Specifications applicable on the Contract.

C3.2.3 PART C: PARTICULAR (PROJECT) SPECIFICATIONS

Part C contains Specifications relating to specific items on this project.

3.2.1 PART A: GENERAL

The Employer's objectives for the contractor development of targeted enterprises are to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprises by the main or lead partner contractors. The successful contractor shall therefore:

1. Subcontract a minimum of 5% of the total project value to targeted enterprises;
2. Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
3. perform needs analysis on the targeted enterprise to identify developmental goals;
4. provide internal mentorship support to improve the targeted enterprise/s performance;
5. develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
6. monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
7. submit a project completion report to the Employer's representative for each targeted enterprise.

PS 1 GENERAL DESCRIPTION OF THE WORKS

The Siyancuma Local Municipality proposes to eradicate the bucket system, eradicate septic tanks, upgrade the level of water services to a yard connection for each erf for the town of Campbell.

PS 2 DESCRIPTION OF SITE AND ACCESS

Construction takes place in Campbell, mostly north of the traversing N8 route and east and west of the R385 gravel road. Access to the site can be obtained from the N8 enroute to Kimberley, and the R385 enroute to Douglas.

PS 3 DETAILS OF CONTRACT

This Contract the construction of a waterborne sewer network with sewer connections and an internal water network with metered erf connections to all households.

Sewer Network

- Construct 12 569 meters in length, 160mm Ø class 34 uPVC sewer pipelines,
- Construct 1 229 meters in length, 200mm Ø class 34 uPVC sewer pipelines,
- Construct 260 precast manholes,
- Construct 4 860 meters in length, 110mm Ø class 34 uPVC sewer pipelines for house connections
- Connect 689 households to new waterborne sewer reticulation

Water Reticulation Network

- Construct 8 142 meters in length, 75mm diameter class 9 uPVC pipeline
- Construct 3 444 meters in length,75mm diameter HDPE PE100 PN10 pipeline,
- Construct 586 meters in length, 110mm diameter class 9 uPVC pipeline,
- Construct 2 581 meters in length, 20mm diameter HDPE PE100 PN10 pipeline for house connections,
- Construct 996 meters in length, 25mm diameter HDPE PE100 PN10 pipeline for house connections,
- Construct 444 meters in length, 40mm diameter HDPE PE100 PN10 pipeline for house connections,
- Connect 663 households with new or existing water meters with lockable box and standpipe to new water reticulation.

Toile Structures

- Erect 408 new Precast Concrete Toilet Structures with new full flush toilet systems,
- Relocate 110 existing Precast Concrete Toilet Structures and retrofit with full flush toilet systems
- Construct 6 725 meters in length, 20mm Ø HDPE pipelines for water connections to toilets

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings issued as a separate book of drawings called Vol 2 of 2 – Book of Tender Drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer's Agent may issue further drawings for construction purpose as may be necessary for adequate construction, completion and defects correction of the works.

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

The following drawings are applicable to the contract and will form part of the Contract Documents and are attached at the end of this document:

Drawing Number	Title	Paper size
209NC24	Book of Drawings Front page	A3
209NC24_00_01	Locality Plan	A3
209NC24_00_02	Construction Nameboard	A3
209NC24_00_03	General Layout – Services	A3
209NC24_01_01	Sewer Layout (Sheet 1 of 8)	A3
209NC24_01_02	Sewer Layout (Sheet 2 of 8)	A3
209NC24_01_03	Sewer Layout (Sheet 3 of 8)	A3
209NC24_01_04	Sewer Layout (Sheet 4 of 8)	A3
209NC24_01_05	Sewer Layout (Sheet 5 of 8)	A3
209NC24_01_06	Sewer Layout (Sheet 6 of 8)	A3
209NC24_01_07	Sewer Layout (Sheet 7 of 8)	A3
209NC24_01_08	Sewer Layout (Sheet 8 of 8)	A3
209NC24_01_09	Sewer House Connections & Toilet Structures (Sheet 1 of 8)	A3
209NC24_01_10	Sewer House Connections & Toilet Structures (Sheet 2 of 8)	A3
209NC24_01_11	Sewer House Connections (Sheet 3 of 8)	A3
209NC24_01_12	Sewer House Connections (Sheet 4 of 8)	A3
209NC24_01_13	Sewer House Connections (Sheet 5 of 8)	A3
209NC24_01_14	Sewer House Connections (Sheet 6 of 8)	A3
209NC24_01_15	Sewer House Connections (Sheet 7 of 8)	A3
209NC24_01_16	Sewer House Connections (Sheet 8 of 8)	A3
209NC24_02_01	Pre-Cast Concrete Toilet	A3
209NC24_03_01	Water Layout (Sheet 1 of 8)	A3
209NC24_03_02	Water Layout (Sheet 2 of 8)	A3
209NC24_03_03	Water Layout (Sheet 3 of 8)	A3
209NC24_03_04	Water Layout (Sheet 4 of 8)	A3
209NC24_03_05	Water Layout (Sheet 5 of 8)	A3
209NC24_03_06	Water Layout (Sheet 6 of 8)	A3
209NC24_03_07	Water Layout (Sheet 7 of 8)	A3

209NC24_03_08	Water Layout (Sheet 8 of 8)	A3
209NC24_03_09	Water House Connections (Sheet 1 of 8)	A3
209NC24_03_10	Water House Connections (Sheet 2 of 8)	A3
209NC24_03_11	Water House Connections (Sheet 3 of 8)	A3
209NC24_03_12	Water House Connections (Sheet 4 of 8)	A3
209NC24_03_13	Water House Connections (Sheet 5 of 8)	A3
209NC24_03_14	Water House Connections (Sheet 6 of 8)	A3
209NC24_03_15	Water House Connections (Sheet 7 of 8)	A3
209NC24_03_16	Water House Connections (Sheet 8 of 8)	A3
209NC24_SD01	Sewer: Standard Details & Erf Connections	A3
209NC24_SD02	Manhole Connection Details	A3
209NC24_WD01	Water: Standard Details 1	A3
209NC24_WD02	Water: Standard Details 2	A3
209NC24_WD03	Water: Standard Details 3	A3

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 Format

The programme will be set up in collaboration with the Employer's Agent:

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractors programme shall:

i) be in a bar chart form programmed into MS Project Office 2003 or 2010
ii) show the various activities related to the time-chart indicating the sequence of performing the works comprising the contract.
iii) indicate critical path activities
iv) baseline programme must be submitted and be updated with actual progress on a monthly basis to show actual progress vs the baseline.

PS 4.2 Allowances

The Contractors programme shall take the following into consideration:

i) expected normal climatic weather conditions
ii) special non-working days as stipulated in the Contract Data
iii) expected value of the work performed for each activity
iv) stipulate any other information required by the Employer's Agent.

PS 5 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

i) A full set of the latest construction drawings to be on site permanently for use by the Employer's Agent and others.
ii) The Contractor to supply and keep on site an A4 triplicate site instruction book, which must be presented to the Employer's Agent at all site meetings and site inspections.

iii) The Contractor to supply an A4 duplicate diary on site to be signed off by Employer's Agent's representative. The Contractor to keep daily diary, with at least the following information.
- Weather condition
- Record of any accidents and detail
- Record of construction activities of the day with associated units' measures of progress for each activity.
- Record of resources (labour, materials, plant, etc.) utilized for each day.
- Information of any strikes
- Any other relevant information

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 Source of Water Supply

The Contractor shall make his own arrangements with the local authority for obtaining water for construction and domestic purposes and toilet facilities as required by the Health and Safety Regulations. The Contractor shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary water meter and standpipe as required, all at his own expense.

PS 6.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of electrical power and is responsible for all costs incurred.

PS 6.3 Location of Camp and Depot

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour. All arrangements to the approval of the Employer's Agent and or the Local Authority.

PS 6.4 Spoil Sites

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Employer's Agent.

PS 7 ABNORMAL RAINFALL

Refer to Contract Data – C1.2

PS 8 RELOCATION OF EXISTING STRUCTURES

The Contractor is responsible to liaise via the CLO with the property owner for the relocation of temporary structures located in the vicinity of the works as required. The Contractor shall remove such structure and re-erect it as agreed with the property owner. The sum allowed for in the Bill of Quantities shall be deemed to be full compensation for the relocation of existing temporary structures. The Employer does not accept liability for any costs resulting from delays in the relocation of any existing temporary structure, or delays as a result of delays in negotiations with the property owner. The onus is on the Contractor to ensure timeous arrangements with property owners and allowance for this process is his construction programme.

PS 9 PROJECT NAME BOARD

The Employer's Agent should issue one notice boards (one (1) design as per the specifications of the Employer's Agent, shall be supplied and erected by the Contractor in positions as indicated by the Employer and/or the Employer's Agent. Notices, signs and barricades as well as advertisements may only be erected where approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right (at no cost to the Employer) to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Any damage to the notice boards shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the boards refer to the Standard Drawings contained in this document.

The notice boards shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Association of Consulting Employer's Agents (CESA).

PS 10 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, storm water, subsurface water, sewerage spillages and any infiltration of water from any source.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site. The preceding shall imply that the Contractor shall also be responsible for the necessary arrangements with regard to the provision of Special Risk Insurance to address any such of the abovementioned occurrences and sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for maintaining any such insurance during the full period of the contract.

PS 11 EXISTING SERVICES

The Employer's Agent will provide available information regarding the location of the existing services and connections, but:

The Employer's Agent does not accept responsibility for the accuracy of this information and it shall be the full responsibility of the Contractor to obtain Way Leaves from the Local Authorities or any other Service Provider Institutions (Eskom, Telkom, etc.) regarding any existing services that will have an impact on the Works or the execution thereof. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections and/or pipelines before commencing with construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Employer's Agent.

Whenever services are encountered which interfere with the execution of the Works and which require removing and relocating, the Contractor shall advise the Employer's Agent who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services that must be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the Board or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Employer's Agent will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

PS 12 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow. The Contractor must make provision under the designated tariff in the Preliminary and General cost to allow for the following:

i) To create temporary access for both vehicles and pedestrians
ii) To provide detours where necessary
iii) To provide, install and maintain traffic- and warning signs as required
iv) To provide and maintain barricading and safeguarding of any open excavations or trenches

The price tendered shall include for all labour, plant, equipment, materials and overheads for confirming with these requirements.

PS 13 SETTING OUT OF WORKS & AS-BUILT INFORMATION

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided in the Bill of Quantities. All costs for the instalment of survey benchmarks and the confirmation of any survey information are to be borne by the Contractor.

Any section or portion of the Work, which has been set out by the Contractor must be checked and verified by a registered Land Surveyor prior to the commencement of any work. Depending on the findings of the registered Land Surveyor, the Employer's Agent will allow or not allow the Contractor to proceed with the construction of that section or portion of the work. The Contractor will be responsible for hiring and paying for the services of the registered Land Surveyor approved by the Employer's Agent for setting out of the works and the as-built information. The Contractor will be able to recover this cost under the relevant item in the Preliminary and General Section of the Bill of Quantities (BOQ).

Setting-out shall to be confirmed by the Employer's Agent before any construction commences. No claims related to the inaccuracy of existing survey information shall be entertained. The Contractor shall arrange for a detail survey of the site prior to the commencement of work to verify Site levels and submit their levels to the Employer's Agent

No separate payment will be made for any setting-out, the providing of permanent beacons and references pegs, staking, detail surveys, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause.

The Contractor shall also provide for two (2) surveyor assistants to be made available to the Employer's Agent or his representative during the works. The survey equipment must be available on site for the full duration of the works.

PS 14 TEMPORARY OFFICE AND COMMUNICATION FACILITIES

No office shall be specifically required for the Employer's Agent or his representative, but the site office of the Contractor must be made available and so equipped that the Employer's Agent, his representative or the Community Liaison Officer can perform their work undisturbed at any time during the works. The Contractor shall make provision at his own cost for efficient communication between his site office and the office of the Employer's Agent for the duration of the contract as provided for in the Preliminary and General cost items.

PS 15 SAFEGUARDING OF MATERIAL, EQUIPMENT AND PROPERTY

The contractor is responsible to provide the necessary precautionary measures to ensure the safety and protection of the Works against any theft, losses and vandalism that can occur. The Contractor shall make provision at his own cost for precautionary safeguarding measures for the duration of the contract as provided for in the Preliminary and General cost items.

The Contractor shall record the condition of, and photograph all adjoining properties before commencing with construction.

PS 16 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited and the Contractor shall bear full responsibility to provide sanitary facilities in accordance with the regulations of Local Authorities and Specifications within the contract.

PS 17 DEALING WITH WATER

PS 17.1 Abnormal Rainfall and Seepage

The occurrence of rainwater and/or seepage in pipe trenches after abnormal rainfall shall be removed and treatment of water shall be executed by the Contractor at his own cost. The extension of time granted for abnormal rainfall conditions shall be taken as sufficient compensation for the removal of rainwater or seepage and/or for the treatment of water of trenches and ponds, as a result of seepage or rainwater accumulation after the occurrence of abnormal rainfall.

PS 18 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

PS 19 DENSITY TESTS & CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Employer's Agent for scrutiny and approval before commencing with the construction of the following item and/or stage. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the full-time instatement of the required testing equipment and for the cost of all required testing procedures to be carried out on site for the duration of the works.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Employer's Agent for scrutiny and approval. The Employer's Agent may order that further, control tests are to be taken.

The Employer's Agent may order that control tests be taken by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Employer's Agents and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. The required Cube tests and Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

The Contractor shall provide a dedicated nuclear density gauge (Troxler) with calibration certificate and a dedicated test apparatus for air testing including air tight plugs for all pipe sizes required. The tendered rates in the Bills of Quantities shall be deemed full compensation for the provision of equipment.

PS 20 AIR TESTING

The Contractor shall carry out acceptance tests under the supervision of the Employer's Agent on sections of the pipelines. The Contractor must supply all the necessary equipment (including apparatus for air testing including 160mm dia. plugs) to execute the testing of the pipeline, joints, connections and fittings on site. Full payment for installation of pipelines will only be processed after completion of acceptance tests according to the specified methods as stipulated in the relevant Standard Specifications (SANS1200). Eighty percent (80%) will be certified and paid for pipeline laid, that has not yet passed the required acceptance tests as prescribed by the Employer's Agent.

PS 21 COMMUNITY LIAISON OFFICER (CLO)

The CLO official shall be identified by the Employer to act as a liaison person between the Contractor and the persons to be employed. The liaison officer must be appointed by the Contractor through a process of appointment and the job description is available from the Employer or the Employers Agent which must be communicated with him after appointment. The CLO's salary will be paid by the Contractor and a Provisional Sum has been allowed for this purpose under the Preliminary & General Items.

PS 22 LABOUR INTENSIVE ACTIVITIES

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid in envelopes to the labourers and formal Labour-contract documentation must be in place during the construction period. The appointment of Local Labour shall adhere as far as possible to the requirements stipulated by the MIG Project Requirements for the full duration of the works. The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on site to the Employer's Agent for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor.

The following activities must be executed with local labour:
i) The normal handling, installation and testing of the pipes.
ii) Placing and preparation of bedding and blanket material.
iii) Compaction of bedding and blanket material.
iv) Building of manholes, concrete inlet/outlet structures
v) Installation of fences and gates
vi) Final site clearance
vii) General labour

Reporting of Job Opportunities

The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on site to the Employer's Agent for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor.

When reporting labour, the Contractor shall provide a name, identity number and signed payslip for each and every temporary labourer employed during each month. A template will be provided to the contractor to record this information on a monthly basis. (Refer to Annexure B).

The following activities must be executed with local labour:
viii) The normal handling, installation and testing of the pipes.
ix) Placing and preparation of bedding and blanket material.
x) Compaction of bedding and blanket material.
xi) Building of manholes, concrete inlet/outlet structures
xii) Installation of fences and gates
xiii) Final site clearance
xiv) General labour

PS 23 EXCAVATIONS OF TRENCHES

The following rules must apply for the excavation of trenches:

- The maximum allowable open trench length is 100m and provision must be made by the Contractor for the safe enclosure of open trenches according to the relevant regulations for the full duration of the contract.
- The trenches must be excavated according to the constant depth principle to maintain a cover over the pipe of at least 850mm irrespective of the pipe diameter.
- Bedding will be aligned to form smooth transitions of levels from point to point to avoid local high points on any pipe line.
- No open excavations will be allowed over weekends, non-working days or public holidays and must be temporarily backfilled before such event if the work is not completed. Under no circumstances shall the Contractor be entitled to any additional payment in this regard.

PS 24 CLASSES OF EXCAVATION

Estimated quantities of expected hard rock excavations are provided in the Schedule of Quantities and materials shall only be classified as either soft excavation or hard rock material for the purpose of this contract and shall be classified as such by the Employer's Agent on site.

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

i) Hard rock excavation
Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

ii) Intermediate excavation
No provision shall be made for the classification of Intermediate material for the purpose of this contract.

iii) Soft excavation
Soft excavation shall be all material not falling into the category of hard rock excavation.

PS 25 MANHOLES AND CHAMBERS

The rates for both chambers and manholes shall be measured as a unit and shall cover the cost of all items excluding pipe work. Included would be excavation, concrete work, brickwork and/or precast concrete slabs with manhole cover and frame.

PS 26 QUALITY CONTROL BY THE EMPLOYER'S AGENT

The Contractor is solely responsible for obtaining all quality control certification related to the scope of works, in order to justify a Certificate of Completion of the Works. Inspection Sheets shall be completed and signed off by both the Contractor's Representative and the Employer's Agent Representative for each completed section of the works. Requests for inspections to be submitted timeously (at least 24 hours) prior to tests/inspections and filed for quality control purposes.

PS 27 HEALTH AND SAFETY PLAN

The contractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety law 85 of 1993 before any access to the site may be granted by the Employer or the Employer's agent. These regulations must be submitted in writing to the Siyancuma Municipality.

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer or the Employer's agent and which will be kept and maintained on site by the Contractor for the full duration of the works.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include, but not be limited to:
  - Public vehicular and pedestrian traffic accommodation measures;
  - Control of the movement of construction vehicles;
  - The storage and use of materials;

- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
- Security, access, control and the exclusion of unauthorised persons.

- The provision and use of temporary services;
- Compliance with way-leaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works.

PS 28 ENVIRONMENTAL REQUIREMENTS

Removal of solid waste from campsites to a licensed municipal solid waste site should be conducted for the duration of the contract.

Sufficient temporary sanitation facilities (including the maintenance thereof) of a type approved by the Employer's Agent should be made available at the workface as well as on the static sites for the duration of the contract.

The Contractor shall at all times comply with the requirements as laid down by the Department of Environmental Affairs and Development Planning and any amending legislation.

PS 29 ACCESS TO PROPERTIES

The contractor shall organize the work to cause the least possible inconvenience to property in the immediate vicinity of the works.

PS 30 SUBCONTRACTORS (NOMINATED OR APPROVED)

The Contractor shall be responsible for work carried out by both nominated and approved sub-contractors on his behalf.

The Employer's Agent will not liaise directly with such sub-contractors. Problems related to payments, programming, workmanship, etc., shall be the concern of the Contractor and the sub-contractor, and the Employer's Agent will not become involved.

PS 31 STANDING TIME

Standing time will only be considered when work is suspended by the written order of the Employer's Agent. The Contractor shall not be entitled to recover any standing costs unless he provides full details in writing to the Employer's Agent within 48 hours of the Employer's Agents order.
Standing time will not be considered when work is suspended as a result of default on the part of the Contractor.

PS 32 SITE MEETINGS

The Employer's Agent shall hold monthly site meetings and keep and circulate minutes of these proceedings. The Contractor (Site Agent and/or Contracts Manager **(ONLY)** will attend and will ensure that all sub-contractors are represented. Sub-contractors will not be allowed to attend the monthly site meetings.

PS 33 RESTRICTED AREAS

The contractor and his workers shall remain within the area of the construction site.

PS 34 INTERFACING WITH OTHER CONTRACTORS / SUBCONTRACTORS

In the event that other contractors or subcontractors is operating on the Site a spirit of good co-operation is expected from the Contractor.

PS 35 MINIMUM NUISANCES TO PERSONS FROM THE SURROUNDING AREA

The Contractor is to ensure that he causes an absolute minimum nuisance to persons from the surrounding area by complying strictly with the following:

- Work to be executed only between the hours of 07h00 and 17h00.
- The works to be continuously and adequately watered as a means of dust suppression if required by the Employer's Agent.
- The contractor must arrange his works in such a manner as to safely accommodate road traffic under all working conditions.

PS 36 BORROW PITS

No borrow pits or sand quarries have been specifically allocated for this contract.

Tenderers are to take note that the commercial exploitation of quarries/dry river beds requires a mining license from the Department of Minerals and Energy Affairs.

The provision of a suitable supply of layer works and bedding material is entirely the Tenderers responsibility and he must make all necessary arrangements in this regard. All costs in relation to the supply of such materials must be included in his rates entered into the Bill of Quantities. No additional payments in this regard will be made over and above that measured.

PS 37 SPOIL MATERIAL

No indiscriminate spoiling of material is permitted. The Contractor shall make arrangements with the Employer for sites suitable for spoiling surplus or unsuitable materials.

Spoiling shall comply with the applicable statutory and regional regulations.

PS 38 DRAWINGS

All information in the possession of the Contractor that is required by the Employer's Agent to complete the as-built drawings must be submitted to the Employer's Agent before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so ordered by the Employer's Agent. The Employer's Agent will provide the dimensions that may have been omitted from the drawings.

PS 39 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works, municipal operational staff, other contractors and the public.
Notices, signs and barricades as well as advertisements may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent has the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works should it in anyway prove to be unsatisfactory, inconvenient or dangerous to the parties mentioned.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

PS 40 TRANSPORT OF MATERIAL

All costs for transporting materials shall be included in the applicable tendered rates. Overhaul is not applicable on this contract.

PS 41 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at its own expense, institute a quality-control system and provide suitably qualified and experienced foremen, surveyors,

technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.
Read together in conjunction with PS 44.

PS 42 EXCAVATIONS IN EXISTING ROAD RESERVES

The Contractor shall obtain the necessary way leaves and approvals from the relevant authority / departments and from ESKOM and Telkom SA Ltd before any excavations are undertaken within any existing road reserves or servitudes on the property. The contractor shall make his own arrangements with the road's authorities and or the local authority regarding approval to cross or close roads for pipe laying and reconstruction of roads.

PS 44 QUALITY CONTROL AND TESTING OF THE WORKS

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Employer's Agent will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

Prior to any examination, by the Employer's Agent, of work completed, the Contractor will supply the Employer's Agent with an approved (by the Employer's Agent} check sheet showing that all the required steps have been correctly completed, signed off by competent staff, and signed off by the Site Agent.

The approval of any section of the works by the Employer's Agent does not release the Contractor of his obligation to take full responsibility for the provision of any portion of the works to comply fully with all the requirements of the Specifications and the Drawings applicable to this Contract.

Any approval by the Employer's Agent of any material, any plant and its operation, any construction procedure, or any section of the finished work, does not imply any relaxation of the requirements governing the quality of the materials or of the finished work, or relieve the Contractor of his obligations and responsibilities under the Contract. (refer to clause 2.6 of the SANS 1200 A Specification

All test required to be done in a laboratory must be conducted by an independent SANAS approved laboratory. All test results must be submitted directly to the Employer's Agent by the said laboratory.
The cost of all the testing of materials and workmanship are included in the relevant billed items as per SANS 1200 and these results are thus the property of the Client.

Testing Principles

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his Works, the Employer's Agent will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Employer's Agent or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.
The Employer's Agent will be under no obligation to the Contractor to perform the tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Employer's Agent may call for or perform in terms of the specification.

Acceptance testing shall be done by a laboratory approved by the Employer's Agent. The Employer's Agent requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test. All acceptance testing by the Employer's Agent shall be paid by the Contractor.

A Provisional Sum has been provided in Schedule A, Section 1 of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make due allowances for testing procedures in his construction programme.

PS 45 SITE USAGE

Trenches may not be left open during the builder's holidays and fenced off and made safe in full compliance with the OHS Act on any non-working days, and shall be safeguarded at all times from danger to the public and workforce. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths.

PS 46 DAILY RECORDS

The Contractor's Site Agent and the Employer's Agent's Representative must keep daily records of resources (people and equipment employed) and daily site diaries to record work performed on the Site.

The Contractor must provide (on a daily basis) a copy signed by BOTH the Site Agent and Employer's Agent's Representative of the previous day's resources record and site diary inscription to the Employer's Agent's Representative. The notes captured by both parties must be similar, if not issues must be discussed and resolved.

PS 47 SUPPORTING DOCUMENTS

The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items.

PS 48 RECORDING OF WEATHER

The Contractor shall provide a rain gauge and two maximum / minimum thermometers. He shall erect them according to the requirements of the weather bureau. The Contractor shall keep a record of the daily rainfall and maximum / minimum temperatures and supply the data to the Employer's Agent on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

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, extremes of temperature and any consequential delays as a result thereof.

However abnormal climatic conditions shall be deemed to exist, in the event that delays occur on the critical path of the Programme due to the above causes exceeding the number of allowed working days as given in the Contract Specific Data. Thus, an extension of time shall be granted for each day or half-day delay in excess of the defined normal conditions.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Employer's Agent, and the Contractor shall at his own expense, take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorised persons.

PS 49 BARRICADES AND LIGHTING

With regard to watching, barricading and lighting the Site, the Contractor is fully responsible for the safety of the Site and shall comply fully with the provisions of the relevant Acts.

Provision shall be made for the safety of the public and the Contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in, accordance with the relevant Acts and Specifications. No claims in this regard will be considered by the Employer.

PS 50 PROTECTION OF THE PUBLIC

The Contractor must erect signage and hoarding to ensure the safety of the public / operation staff, in addition to providing safe access to operational facilities at all times all in compliance with the OHS Act.

PS 51 LOCAL LABOUR

The contractor shall appoint a Project Liaison Officer (CLO) to act as a facilitator between him and the local laborers employed on the contract. The CLO will also the only facilitator between the Contractor and the local community and local labour, but will not be involved with the technical issues on site.

All local labourers employed must sign a contract with the contractor and copies of these contracts must be submitted to the Client.

The CLO and all local labourers shall be paid at the following rates:

Local Labour **R 315 per day (for general workers)**

CLO **R 454.55 per day**

All payments to the labourers and CLO shall be on a fortnightly basis and copies of all timesheets and pay slips forwarded to the Client.

The CLO will be nominated by the Ward Councilor after his written job description has been approved and signed by the Contractor.

All labourers must be recruited by the CLO in collaboration with the Ward Councilor. The employment of all local labourers shall be required for all general workers as a minimum, and will include the issue of all safety wear and protective clothing as per the Health and Safety Act.

The contractor shall submit, on a form issued by the Engineer prior to the commencement of the work, the information of all local labourers employed on a monthly basis. This information shall be submitted at the monthly site meetings and the Engineer may with -held the monthly payment certificate if the contractor does not submit this information

The payment of the local labour shall be included in the tendered rates of the contractor as no extra payment to the contractor will be made for this item,

Provision is made in the Bill of Quantities for the payment of the PPE for the local labour employed in the Preliminary and General schedule.

PS 52 TRENCHLESS ROAD CROSSING

The Contractor will employ an industry recognised specialist sub-contractor for the execution of the horizontal directional drilling / tunnelling and pipe installation. The proposed sub-contractor must have verifiable experience of horizontal directional drilling / tunnelling under national roads.

Tendered rates shall include all costs for overheads, markups, additional health and safety requirements, traffic control and liaison with SANRAL.

The specialist subcontractor will submit a detailed method statement for approval by the Engineer, before establishing on site. Only upon approval of the method statement, will the contractor be allowed to proceed with the works.

3.2.2 PART B: Amendments to Standard and Specific Specifications

The following variations and additions to the SABS 1200 Standardized Specifications referred to in Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixed respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200.

SABS 1200A: GENERAL

PS A 1 SCOPE

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1This specification covers requirements, principles and responsibilities of a general nature which are
generally applicable to civil Employer's Agenting construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PS A 2 INTERPRETATIONS

PS A 2.3 DEFINITIONS

IN THE OPENING PHRASE, INSERT THE WORDS: "the definitions given in the Conditions of Contract and" *BETWEEN THE WORDS* "specification" *AND* "the following".

(a) General

ADD THE FOLLOWING DEFINITIONS:

"'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Special Conditions of Contract as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge*" AND "*Value-related charge*" WITH THE FOLLOWING:*

"'Fixed charge' : A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.'"

Add the following new sub-clause:

PS A 2.3.1 DELAY DUE TO SUPPLY OF MATERIALS AND ORDERING

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers for the materials required under his contract as soon as possible after the acceptance of this tender.

The Contractor shall, by producing copies of written orders or written enquiries for supplies, prove to the satisfaction of the Employer's Agent that any delay occasioned by non- availability of materials has been caused by the ability of suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for supplies, before any extensions of the contract time will be allowed due to such delays.

The quantities set out in the Schedule of Quantities have been clearly determined calculations based on data available at the time and should therefore be considered to be approximate

quantities only. Before ordering materials of any kind the Contractor shall check with the Employer's Agent whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Employer's Agent.

PS A 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-coordinating Specification."

PS A3 MATERIALS

PS A 3.1 QUALITY OF MATERIALS

Add the following:

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification.

All references to Standard Specifications are to be the latest amendment to such specifications.

Materials bearing the SABS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Employer's Agent may in his discretion require any material not bearing such mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out to the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification shall be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Employer's Agent for his approval and the material supplied under his contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the Tenderers, who shall remove them when called upon to do so by the Employer's Agent.

PS A 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark."

ADD THE FOLLOWING SUB-CLAUSES TO SUBCLAUSE 3:

PS A 3.3 ORDERING OF MATERIALS

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time of its compilation but are to be considered as approximate quantities only. Before ordering materials of any kind, the Contractor shall be solely responsible for determining, from the drawings issued or approved by the Employer's Agent for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Employer's Agent in respect of materials ordered by the Contractor except when ordered in accordance with the drawings issued or approved by the Employer's Agent for construction purposes.

PS A 4 PLANT

PS A 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

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

The Contractor shall at all times and at its 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.

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 SUBCLAUSE 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the 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.

DELETE "and first-aid services" *IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 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.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

Add the following new sub-clause:

PS A 4.3 CONSTRUCTION PLANT

Construction plant, where the use thereof is permitted, shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair.

PS A5 <u>CONSTRUCTION</u>

PS A 5.1 <u>SURVEY</u>

PS A 5.1.1 Setting out of the Works

The Contractor shall be responsible for the setting out of the works with reference to pegs and benchmarks. The Contractor shall arrange with a registered land surveyor to set out reference points and benchmarks at his own expense. The Contractor will survey the area after completion of the works and supply the data to the Employer's Agent. All costs for setting out and any surveys required as stated above will be assumed to be included in the rates.

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 SUBCLAUSE 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 SUBCLAUSE 5.1.2:

"The Contractor and the Employer's Agent 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."

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 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 any thereof which the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the Registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions 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.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account; provided always that the Contractor shall not be held liable for the cost of replacement of pegs which:

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works ; and
(b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond its control."

PS A 5.2 Watching, Barricading, Electric Lighting and Traffic Crossing

Add the following to A 5.2:

"The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during daytime. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with reflective delineators, reflecting tape and warning signs to the satisfaction of the Employer's Agent.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Employer's Agent before construction commences.

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians."

PS A 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE: "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 THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

PS A 5.4 <u>PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES</u>

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

PS A 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

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 an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Employer's Agent offer 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 Site and the provision and utilization of suitable

detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Employer's Agent, 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 Sub-clauses 4.4 and 5.1.2.2 of SABS 1200D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

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 Employer's Agent without delay.

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 Employer's Agent immediately any such service is encountered or discovered on the Site.

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

(a) 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
(b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this clause ;
    i) as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ;
    ii) Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Employer's Agent, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided therefore 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 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 there from for the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

PS A 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.
When the Contractor damages existing services, he shall immediately inform the Employer's

Agent or the relevant authority and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

PS A 5.6 Pollution

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

PS A 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at its 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) :

(a) Provide to its Employees on the Site of the Works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (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; and
(b) Provide, install and maintain on 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 ; and
(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 ; and
(d) Implement all necessary measures as to ensure compliance of the Act by all subcontractors engaged by the Contractor and their employees engaged on the Works; and
(e) Comply fully with all other requirements pertaining to safety as may be specified in the contract.

The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the Site as they shall deem appropriate, for the purpose of verifying the Contractor's 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 Employer's and/or Employer's Agent's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's Agent's 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 Employer's Agent shall, in accordance with the provisions of Clause 42 of the Conditions of Contract, 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 Employer's Agent, 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 Employer's Agent 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 46(1) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion 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 Employer's Agent to act in terms of Sub-Clause 58(1)(b)(vi) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 58."

Add the following new sub-clause:

All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structures shall be carried out in conformance with the regulations framed under the Occupational Health and Safety Act, 1993 and the Minerals Act, (Act 50 of 1991) (including shoring where necessary) to ensure the safety of structures that are risk.

The Contractor shall make available for the duration of the contract safety helmets, gumboots and any other necessary safety equipment for sole use by the Employer's Agent and his representative(s).

Add the following new sub-clause:

PS A 5.9 SECURITY

PS A 5.9.1 Security of Contractor's Plant and Personnel

The Contractor shall note that, notwithstanding any insurances which may be by the Employer, the Contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and that no claims in this regard will be entertained by the Employer.

The sum entered by the Contractor in the Schedule of Quantities for effecting of safety and security of plant and personnel on and around the site of the works shall be deemed to include full compensation for all the necessary to affect the safety and security including, where necessary, the employment of the services of a security organization.

ADD THE FOLLOWING SUB CLAUSES TO CLAUSE 5:

PS A 5.10 SITE MEETINGS

Only the Contractor or its authorized agent (Site Agent) will attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

PS A 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

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 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Employer's Agent, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

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

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Employer's Agent 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 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PS A 7 TESTING

PS A 7.1 PRINCIPLES

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 Employer's Agent's checks ..." *IN THE FIRST LINE OF SUBCLAUSE 7.1.2.*

PS A 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification 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 Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out:

(b) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;

(c) any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;

(d) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent.

A 8: MEASUREMENT AND PAYMENT

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.1 MEASUREMENT

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

DELETE THE WORDS: "and South West Africa".

PS A 8.1.2 Preliminary and General Item or Section

PS A 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 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 Contractor's Preliminary and General costs."

AND REPLACE THE WORDS "substantial completion" *IN SUBCLAUSE 8.1.2.1(c) WITH* "Certificate of Completion".

PS A 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE 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 Contractor's tendered sums shall collectively cover all charges for :

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
- 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, for providing services such as water, electricity, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these

facilities and for the cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.

- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the Site on completion of the Contract."
- providing security for Contractor's Plant and Personnel
- compliance with Occupational Health and Safety

PS A 8.2 PAYMENT

PS A 8.2.1 Fixed-Charge and Value-Related Items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PS A 8.2.1.1 Fixed Charge Items

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

(a) EIGHTY PERCENT (80%) of the sum tendered will be paid when the facilities have been provided and approved; and

(b) The remaining TWENTY PERCENT (20%) will be paid when the Works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Employer's Agent.

No adjustment will be made to the sum 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.

PS A 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

Subject to the provisions of Sub clauses 8.2.3 and 8.2.4, payment under item 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 item is not out of proportion with the value of the progress of the Works as a whole.

PS A 8.3.2.3: Access

Add the following to A 8.3.2.3:

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

PS A 8.7: Day work

Add the following:

"Day work will be paid according to the percentage allowance method for items not included in a Schedule of Day work rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Civil Employer's Agenting Work, Third Edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A day work schedule will be provided for filling in the necessary information. A working day will consist of 9.25 hours per day only."

Add the following sub-clause to A 8.7:

PS A 8.7.1: Standing time cost

a)	Equipment	Unit: working day
b)	Labour	Unit: working day
c)	Other resources (to be specified by Contractor)	Unit: working day

The tendered sum for each item shall include full compensation for all standing time costs of the specified resource of whatever nature and approved by the Employer's Agent, which are not recoverable by way of the provision made in SD A 8.2.5 for the adjusted payment of time-related items.

For purpose of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9.25 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for part of a day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amounts by which the standing time costs are adjusted shall be subject to the contract price adjustment formula as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which in the opinion of the Employer's Agent, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control. This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labour for the time of the boycott. Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of clause 9.1 of the general conditions of contract.

The Contractor shall take note that no payment will be considered for additional cost or time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in protecting his equipment and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

In the event that Clause 5.13 of the General Conditions of Contract becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Employer's Agent.

PS A 8.8.2: Accommodation of traffic **Unit: Sum**

Add the following to A 8.8.2:

"Separate items are measured for traffic accommodation for the various activities for which it will be required. These are as listed later in this clause.

For all of these items the tendered rate covers all costs in respect of supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights and flagmen that are required for the protection and safe-guarding of the works (all as per the S.A. Road Traffic Signs Manual Vol.2 Chapter 13), for making the necessary traffic arrangements and arrangements with regards to the regulations in respect of moving and/or the re-erection of existing road signs, as well as other costs that may arise during construction in respect of the traffic. No old-style signs shall be permitted."

PS A 8.8.5 Cost of survey-beacons, benchmarks, boundary pegs: locate, protect and re-establish

Unit: Sum

Replace A 8.8.5 with the following:

"The amount covers all cost in respect of labour, materials and equipment needed for the finding, noting and compilation of a list and protecting of pegs, all of which are described in Clause 5.1.2 of SABS 1200 A."

PS A 8.9 Implementation and Adherence to the Occupational Health and Safety Act **Unit: Sum**

The tendered sum for each item shall include full compensation to cover all requirements as specified in the Health and Safety Specifications – **Annexure A in Part C3.3**

PS A 8.10 Free haul and Overhaul

Notwithstanding any clauses in any of the standardised specification dealing with the definition or payment of transport, free haul and/or overhaul, all haulage will be considered to be free haul and the cost thereof to be covered by other rates in the Schedule, unless specifically scheduled or provided for in the document.

PS AB: EMPLOYER'S AGENTS OFFICE (SANS 1200AB)

PS AB 3: MATERIALS

PS AB 3.1: Name boards

The Contractor shall supply and erect, to the satisfaction of the Employer's Agent, name boards as shown on the relevant detail drawings provided by the Employer's Agent.

PS AB 5: CONSTRUCTION

PS AB 5.1: Name boards

Add the following to AB 5.1:

The Contractor will not be permitted to erect his own name boards.

PS AB 5.6: Survey Equipment

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Employer's Agent whenever needed:

1) Automatic level with tripod and staff.
2) 3 No ranging rods.
3) All steel and wood pegs, concrete, hammers, picks, etc. that the Employer's Agent may require.
4) Steel tape of 50m length.
5) Measuring wheel.
6) Protective Clothing

The Contractor shall provide proof, at the start of the contract, that an acceptable institution has recently serviced the tachometer and level.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Employer's Agent and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PS C: SITE CLEARANCE

PS C 3: MATERIAL

PS C 3.1: Disposal of material

Substitute the first sentence of C 3.1 with the following:

"Material obtained from clearing and grubbing, demolition of concrete structures and brickwork, dismantling of pipes and removal of any items shall be disposed of off-site at a spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the Employer's Agent. All transport costs shall be included in the rates tendered for site clearance."

PS C 5: CONSTRUCTION

PS C 5.1: Areas to be cleared and grubbed

Substitute the first sentence of C 5.1 with the following:

Only areas as directed by the Employer's Agent shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the Employer's Agent. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Employer's Agent.

Substitute the last paragraph with the following:

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

PS C 5.2.3.2: Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Employer's Agent.

A penalty of R1050-00 per tree for tree damages and/or removed shall be charged.

PS C 5.3: Clearing

Add the following to C 5.3:

Damages that occur to the removed fence shall be at the Contractor's expense and no additional payment shall be made in this regard.

PS C 5.4: GRUBBING

Grubbing shall consist of the grubbing out of roots and stumps to a depth of at least 600 mm below cleared surface level. All vegetation, bushes and trees to be removed from site shall be shredded and then spoiled.

PS C 5.6: Conservation of topsoil

Add the following sentence to C 5.6:

All topsoil, if any, removed to a nominal depth of 150mm shall be preserved for re-use and erosion thereof shall be prevented. Measurement and payment shall be in accordance to C 8.2.10.

PS C 8: MEASUREMENT AND PAYMENT

PS C 8.2: SCHEDULED ITEMS

Add the following payment items:

PS C 8.2.1 Clear and Grubb

The rate shall also include for compacting the backfilling to cavities formed by de- stumping to 93% MOD AASHTO. For payment purposes the area will be measured in m² or the number of trees removed.
The tendered rates will include the removal of all vegetation, structures, trees and fencing except if specifically provided for in the Schedule of Quantities. No additional payment will be made for structures and bigger trees and shrubs. Important to note that all vegetation shall be chopped up and/or mulched prior to spoiling.
The Engineer retains the right to prescribe whether an area must be cleared or not and with the size of such areas shall be.

PS C 8.2.11 Remove from site and dispose of rubble **Unit: m³**

The rate shall cover the cost of dismantling, demolishing of all structures and foundations, the additional costs for precautions required during the demolition and loading operations, all excavations and backfilling as required and the cost of loading, transporting and dumping of the material at a dump site to be identified by the contractor.

PS D: EARTHWORKS (SABS 1200D)

PS D 5: CONSTRUCTION

PS D 5.1: Precautions

PS D 5.1.1: Safety

PS D 5.1.1.3: Explosives

Add the following

Blasting must be covered properly up to satisfaction of the Employer's Agent. The Contractor will be held responsible for any damages caused by blasting. Blasting certificates and permits must be available on request of the Engineer.

PS D 5.2: Methods and Procedures

PS D 5.2.2: *Excavations*

PS D 5.2.2.3: Disposal

Add the following

Excess material will be trimmed on the site or on the indicated dump site to satisfaction of the Engineer.

PS D 7: TESTING

PS D 7.2: Taking and Testing of samples

Add the following

The Contractor must make provision for the execution of density test in his tariff. Density tests will be applicable to each layer of material established during filling. Tests will be done under supervision of the Employer's Agent.

PS DB: EARTHWORKS (PIPE TRENCHES)

PS DB 3.1: Classes of excavation

Add the following to DB 3.1:

For the purposes of measurement and payment in this contract, all material in any excavations for any purpose including restricted excavation will be classified as follow:

a) Hard Rock Excavation

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic meters in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

b) Soft Excavation

Soft excavation shall be all material not falling into the category of hard rock excavation. Intermediate excavation will also be considered as soft excavation.

PS DB 3.5: Backfill Materials

Add the following to DB 3.5:

"Rocks and rubble removed from the trench exceeding 150mm in diameter will be deemed unsuitable for backfilling above the bedding (cradle and blanket) and should be separated and removed to spoil."

DB 3.6: Materials for reinstatement of roads and paved areas

PS DB 3.6.1: Sub base 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 sub base pavement layer(s) shall be set aside and used in the reconstruction of the sub base layer. Where applicable, new material complying with the requirements of SABS 1200 MF, shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub base layer shall be made up by the use of material complying with the requirements of SABS ME.

PS DB 3.7 SELECTION

Add the following:

"Where suitable backfilling material is available in layers of 150mm or more, it will be separated during excavation and utilized for backfilling. Should this material not be utilized, an estimation of the available quantity will be made and deducted from the material which was imported."

PS DB 4: PLANT

PS DB 4.1: Excavation equipment

Add the following to DB 4.1:

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

PS DB 5: CONSTRUCTION

PS DB 5.1: Precautions

PS DB 5.1.2: Storm water, seepage and dewatering of excavations

The Employer's Agent may instruct the Contractor to place a layer of crushed stone bedding (150 mm minimum thickness or as specified) on the bed of the trench. If the conditions remain unstable due to the condition of the material and degree of saturation, the Employer's Agent may instruct the Contractor to place a geotextile membrane underneath the layer of crushed stone.

After placement of the stone bedding, geotextiles must be folded over with a minimum overlap of 300mm to form a closed subsoil drain. The crushed stone bedding and geotextile will only be measured when instructed in writing by the Employer's Agent.

PS DB 5.2: Minimum base widths specified

Substitute paragraph (b) of DB 5.2 with the following:

The minimum base width for all pipes with a diameter less than 125mm shall be 600mm plus the outside diameter of the pipes, irrespective of the depth at which they are laid, except for subsurface drains where the width shall be 400mm and for house water connections where the width shall be 300mm.

Bedding is required for all pipes to be installed, except for subsurface drains.

PS DB 5.3: Existing Services

The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractor.

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 to be included in the tendered rates.

PS DB 5.5: Trench bottom

Substitute "90%" in the second paragraph of DB 5.5 with "93% (100% for sand)".

DB 5.6: Backfilling

PS DB 5.6.2: Material for backfilling

Substitute "from trench excavations" in the first paragraph of DB 5.6.2 with "from trench excavations or other excavations on the site of works."

Add the following:

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

PS DB 5.6.3: Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site and levelled off.

PSDB5.6.4 *Disposal of Hard Rock*

Add the following:

It is the responsibility of the Contractor level dumped material and to do the next dumping on top of the levelled dumped material. The Contractor will not be allowed to dump waste material on the horizontal surface.

PS DB 5.7: Compaction

PS DB 5.7.2: Areas subject to traffic loads

Add the following to DB 5.7.2:

All pipe trenches that fall in the street reserves will be regarded as areas subject to traffic loads. Sand backfilling shall be compacted to 100% of the modified AASHTO density.

PS DB 5.9: Road Traffic Control

Add the following to D5.1.6

a) Sufficient road signs must be erected in such a way the 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 traffic signs must be provided as shown on the attached drawings.
c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.

d) Danger tape must be put up between drums and tied around the drums.
e) Drums must be filled with stones. The spacing of drums must be in such a way (maximum 5m) that they are visible from all directions.
f) Sufficient safety measures must be utilized for pedestrians.

PS DB 5.9.3: Reinstatement of Surfaces

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

PS DB 5.9.4: Surfaced Roads

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

- 0 - 30 mm approved Bitumen Premix (or 19mm Cape seal)
- 30 - 180 mm approved gravel base course layer compacted to 98% MOD AASHTO
- 180 - 330 mm approved gravel sub-base layer compacted to 95% MOD AASHTO, or
- 180 - 330 soilcrete to specifications set by Employer's Agent.

All kerbing and storm- water channels shall be properly repaired and reinstated to their original condition.

PS DB 5.10: Areas subject to traffic loads

All trenches within road reserves will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of SABS 1200 DB Subclauses 3.5(b) and 5.7.2.

All trenches within open areas and inside erven will be considered to be not subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of SABS 1200 DB Subclauses 3.5(a) and 5.7.1.

PS DB 5.11: Segmented Paving Roads

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

PS DB 8: MEASUREMENT AND PAYMENT

PS DB 8.1: Basic principles

Delete "along the route of the pipeline" in DB 8.1.1.

PS DB 8.1.2(b): *Replace the depth increments of 1m with 0.5m for excavation, where applicable.*

PS DB 8.1.4: Basic Principles

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

PS DB 8.2: Computation of quantities

PS DB 8.2.4: Shoring

Add the following to DB 8.2.4:

No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation.

PS DB 8.3: Scheduled items

PS DB 8.3.2: Excavation

PS DB 8.3.2(a): Trench excavate in materials, backfill, compacting and removal of surplus material for pipes **Unit: m**

Add the following to DB 8.3.2 (a):

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

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

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

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

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

PS DB 8.3.2(d): Excavation by hand to expose existing services **Unit: m³**

The provisions of sub-clause SD D 8.3.8.1 (c) shall apply mutatis mutandis.

PS DB 8.3.3: Excavation Ancillaries

PS DB 8.3.3.3: Compaction in road reserves

Add the following to DB 8.3.3.3:

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

PS DB 8.3.3.4: Overhaul **Unit: m³ or m³km**

No overhaul will be measured or paid and all haulage will be regarded as free haul.

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

PS DB 8.3.5(a): Services that intersect a trench **Unit: No**

Add the following to DB 8.3.5 (a):

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

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

i) Sufficient photos of existing services being taken and handed over to the Employer's Agent before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services.
ii) Reinstatement of existing services damaged by the Contractor.
iii) Reinstallation of services which were removed by the Contractor.

PS DB 8.3.5(b): Services that adjoin a trench **Unit: No or m**

Add the following to DB 8.3.5 (b):

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

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

No payment will be made for overhead services except where allowance is made for this in the Bill of Quantities.

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

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

The horizontal axis will be at the point where the structure and the natural ground level intersect. 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 Employer's Agent.

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

PS DB 8.3.6: Finishing

PS DB 8.3.6.1: Reinstatement of road surfaces complete with all courses

a) Gravel Roads

The repair of gravel roads shall be measured per square meter (m²) according to specified trench widths and the rate shall include additional costs of accommodation of traffic, excavation and compaction of layers in accordance with PSDB 3.1 and the repair of kerbs and storm-water channels.

b) Surfaced and Segmented Paving Roads

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

PS DB 8.3.8: Handling of ground water in the trench

The rates for excavation must include any costs for action needed to deal with water in the excavation.

Where instructed by the Employer's Agent, a layer of crushed stone will be put down to stabilize the trench bed. The volume will be calculated according to the length of the trench, the specified minimum width and prescribed thickness.

The tendered rate shall provide for all additional excavations, and the preparation of the trench bed to allow for the layer of stone, the removal of unsuitable material, the provision and placing of

150 mm layer of crushed stone for the prescribed width as well as any other action needed to stabilize the trench.

If the Employer's Agent instructs the use of geotextile, it will be measured per area.

The rate must include all costs for the provision and placing of material and losses for excavation that are bigger than prescribed.

a) Provision and placing of crushed stone unit: m³
b) Provision and placing of geotextile unit: m²

PS DB 8.3.9: Finishing of cut and fill slopes **Unit: m²**

The area to be measured for payment is the side slopes from the base to the worked ground levels.

The tendered rate must cover the costs to finish the side slopes to the grades, levels, widths and heights (as indicated on the cross-section), compaction of the slopes to required densities and any other action required to finish the slopes to achieve a neat result to the satisfaction of the Employer's Agent.

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

PS 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.

PS DM 3.2: Classification for placing purposes

PS DM 3.2.3: Selected Layers

Substitute DM 3.2.3 with the following:

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

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

PS DM 4: PLANT

PS DM 4.2: Plant for treatment below selected layer

PS DM 4.2.1: Pneumatic-Tyred Roller

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

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

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

PS DM 5: CONSTRUCTION

PS DM 5.2: Methods and Procedures

PS DM 5.2.2.3: b) Cut to spoil

Substitute DM 5.2.2.3(b) with the following:

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

PS DM 5.2.3: Treatment of Road bed

PS DM 5.2.3.3: Treatment of road bed

a) Preparation and compaction of road bed

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

The road bed shall either be scarified to a depth of 100 mm, watered, shaped and compacted to 93 % of MAASHTO density (100 % for sand) or thoroughly watered and compacted by means of 4 roller passes, except where otherwise ordered by the Engineer. If roadbed is in rocky areas or exposed to rock excavations, a thin layer of imported material shall be levelled over the rocky areas and compacted by means of four roller passes with a pneumatic tyred roller.

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

Add the following subclause:

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

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

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

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

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

PS 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.

PS DM 7: TESTING

PS DM 7.2: Process Control

Amend table 1 of DM 7.2 as follows:

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

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.

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

PS DM 8: MEASUREMENT AND PAYMENT

PS DM 8.3: Scheduled Items

PS DM 8.3.4: Cut to Fill, Borrow To Fill ..... Unit : m³

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

Add the following:

Separate items will be scheduled for fill in the road prism, fill on spoil areas and fill on 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.

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

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

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

Add the following to DM 8.3.5:

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

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

The area to be trimmed is the unsurfaced area from the back side of the kerbs to the boundary of the road reserve, or such wider area necessitated by the road prism.
Measurement and payment for the above shall be restricted to areas ordered in writing by the Employer's Agent.

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

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

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

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

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

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

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

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

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

PS DM 8.3.23 Shaping of Storm water Channels Adjoining Streets ..... Unit : m

The rate shall be all inclusive for labour, material and equipment to shape storm water channels according to the dimensions and grades as shown on the drawings and compaction to 93 % of MAASHTO density (100 % for sand). The placing of the gravel layer (if required) shall be measured in item PS DM 8.3.24.

PS DM 8.3.24: Construction Of Gravel Layer In Storm water Channels .....Unit : m³

There will be differentiated between material from the stockpile and that from the borrow pits if separate gravel layer is required in the storm water canals. The rate shall be all inclusive for labour, material and equipment necessary for construction, selection, transport, off-loading and placement according to the specified slopes and dimensions as shown on the plans, as well as for compaction to 95 % of MAASHTO density for all drifts crossing the streets. These drifts shall be excavated prior to construction of the wearing coarse and the wearing coarse through the drifts shall be compacted as one action with surrounding wearing coarse layer.

PS GA: CONCRETE (SMALL WORKS)

PS GA 5: CONSTRUCTION

PS GA 5.2: FORMWORK

PS GA 5.2.1: Classification of Finishes

Add the following to GA 5.2.1:

The following surface conditions are required on the finished concrete:

a) Rough
Concealed surfaces and surfaces lower than 100 mm below finished ground level.

b) Smooth
All surface finishes not classified as rough in paragraph a) shall be classified as smooth. All exposed arises unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PS GA 8: MEASUREMENT AND PAYMENT

PS GA 8.1: MEASUREMENT AND RATES

PS GA 8.1.2: Reinforcement

Substitute GA 8.1.2 with the following:

Reinforcement shall be measured and paid for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

PS GA 8.2: SCHEDULED FORMWORK ITEMS

PS GA 8.2.3: Narrow Widths **Unit : m**

Substitute GA 8.2.3 with the following:

No payment shall be made for narrow widths.

PS GA 8.3: SCHEDULED REINFORCEMENT ITEMS

PS GA 8.3.2: High-tensile Welded Mesh **Unit : kg**

Substitute GA 8.3.2 with the following:

Welded mesh shall be measured and paid for by mass.

PS GA 8.4: SCHEDULED CONCRETE ITEMS

PS GA 8.4.1: Prescribed Mix Concrete **Unit : m^3**

Add the following to GA 8.4.1:

The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.

PS GA 8.9: WEEP-HOLES **Unit : No**

The rate for installation of weep-holes as shown on the drawings shall include all material, plant and labour.

PS G: CONCRETE (STRUCTURAL)

PS G 2: Interpretations

PS G 2.3: Definitions

Under (a) add:

A Constructional joint: a joint required on account of constraints or convenience in the method of construction and that is not a movement, contraction or expansion joint.

PS G 2.4.1: Exposure Condition

All Concrete on the Works shall be as specified for severe exposure condition.

PS G 2.4.2: Strength Concrete

Grade 30MPa/40mm means strength concrete grade 30 MPa with 40 mm stone.

PS G 2.4.3: Joints

Notwithstanding Subclause 2.4.3, designed joints will only be joints that are shown on the drawings. Any other joints that are required by the contractor as a result of his construction constraints or for any other reason, whether approved by the Employer's Agent or not, will not be considered to be designated joints as defined in Subclause 2.4.3, i.e. they will be considered to be non-designated joints.

PS G 3: MATERIALS

PS G 3.2: Cement

All cement used in the works shall be ordinary Portland cement complying with SANS 471.

PS G 3.2.3: Storage

Cement shall be used in the order in which it is received. Unless approved by the Employer's Agent, cement kept in storage for longer than 8 weeks shall not be used in the Works. Any cement that contains lumps, which cannot easily be crumbled to powder between the fingers, may not be used.

PS G 3.3: Water

Only potable water from an approved source may be used for mixing concrete.

PS G 3.4: Aggregate

The nominal stone size specified in the concrete grade (e.g. 30 MPa/40 mm) shall mean stone conforming to the grading specified in SANS 1083 for the nearest equivalent size, i.e. 40 mm means stone that complies with SANS 1083 for 37,5 mm size.

PS G 3.6: Granolithic screed

Granolithic screed shall consist of:

Cement	1 part by mass
Sand	1,25 parts by mass
Coarse aggregate	2 parts by mass

The coarse aggregate shall consist of granite or other approved chips, which shall pass a 10mm sieve and be retained on a 5mm sieve.

The cement/water ratio of the mix shall be at least 2,0.

PS G 3.5.1: Admixtures

The use of admixtures will be subject to the approval of the Employer's Agent.

The information listed in Subclause 3.5.1 shall be provided.

PS G 3.8: General

The joint materials shall be resistant to ultraviolet light and to biological degradation.

PS G 4: PLANT

PS G 4.1: Mixing plant and vibrators (Subclauses 4.3 and 4.4)

Standby mixers and vibrators of adequate capacity and with an independent power unit. Unit shall be maintained on site for immediate use in the event of breakdown of the regular mixers or vibrators or failure of the power supply.

PS G 4.5.3: Formwork Ties

The use of sleeves for formwork ties through the walls of water-retaining structures will not be permitted. Ties, when cast in, shall have some form of positive anchorage to prevent any rotation when loosening formwork.

PS G 4.3: Formwork: Chamfers and Fillets

Air exposed external angles in concrete work shall have 20 mm x 20 mm chamfers unless otherwise specified or ordered, but the top edge of a slab that is to receive and applied finish shall not be chamfered.

Internal corners in concrete work need not have fillets unless such fillets have been specified on the drawings or ordered by the Employer's Agent.

PS G 4.4: Water-bath

A temperature-controlled water-bath shall be provided on site. The water-bath shall be located under cover.

PS G 5: CONSTRUCTION

PS G 5.1: REINFORCEMENT

PS G 5.1.2: Fixing

Fixing of reinforcing bars by welding and heating of bars will not be permitted.

PSG5.1.2 Spacers

Spacers of approved design include approved plastic or other proprietary spacers, or purpose made precast mortar blocks.

Where mortar blocks are being used they shall be properly shaped so as to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed. The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300 kg/m; and which are free from honeycombing. The mortar blocks shall be cured in water for at least 7 days. Blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Employer's Agent, will be rejected and shall be removed from the site.

PS G 5.1.3: Cover

In Subclause 5.1.3 (a) amend the words Abar or stirrup to read: Abar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends.

Add to Subclause 5.1.3: (a) Tying wire may not encroach on the specified minimum cover by more than a single strand thickness. The cover to steel reinforcement shall not be less than 50 mm.

PS G 5.2: FORMWORK

PS G 5.2.1: Classification of finishes

Formwork for formed concrete surfaces against which backfill will be placed shall be rough. Formwork for formed concrete surfaces shall be smooth, except where otherwise specified.

PSG5.2.2 Special Smooth Finish

All concrete surfaces that will be exposed above the final ground levels shall have a special smooth finish to a Degree of Accuracy. The formwork used shall be high-grade, unblemished and regular in size. Formwork ties shall be placed in a regular pattern. The special smooth finish shall be an off-shutter finish to the concrete such that no after treatment is required other than at the positions of formwork ties.

PS G 5.5: CONCRETE

PS G 5.5.1.1: General

The concrete mix design for strength concrete must be prepared in an approved laboratory and the results of actual test mixes must be submitted for approval together with 7-day and 28-day strength test results. Special attention is drawn to the fact that the concrete mix used for water retaining structures must provide a very dense and impervious concrete.

No concrete shall be cast until the mix designs have been approved by the Employer's Agent. The Employer's Agent may call for revised mix designs at any stage during the Contract.

PS G 5.5.1.4: Chloride Content

With reference to Table 4, efflorescence will not be acceptable on any exposed concrete surface.

PS G 5.5.1.7: Strength Concrete

With the exception of mixes weaker than 15MPa, all concrete for structural units/the Works shall be considered to be strength concrete in terms of Subclause 5.5.1.7. Unless otherwise specified, all structural concrete shall be Grade 30 MPa.

PS G 5.5.9.2: Hot Weather Conditions

No placing of concrete shall take place if the ambient temperature exceeds 32 °C, or likely to rise to above 32 °C during the casting period or eight hours after casting is completed.

If concrete is to be cast during times of high ambient temperature or hot drying winds, the Contractor shall be responsible for taking the necessary steps keeping the placement temperature as low as possible. Such steps include the spraying of the coarse aggregate with water, the painting of silos with a reflecting aluminium paint, the insulation of tanks and pipelines, and the protection of concrete ingredients against the direct rays of the sun. The area of the pour shall be shaded before and during concreting and the concrete shall be shaded from the time of mixing until eight hours after placing.

Windbreaks shall be erected if necessary.

PSG5.3.7 Prevention and repair of plastic shrinkage cracks

The contractor shall take whatever measures are necessary to prevent plastic shrinkage cracking in the concrete. Particularly on dry windy days or hot sunny days the contractor shall make provision fir fine spraying of the concrete with black plastic sheeting. It may be necessary to change the aggregates or the concrete mix proportions.

If plastic shrinkage cracking occurs, the cracks shall be closed up by revibrating the concrete with a poker vibrator, within about three hours of casting. Once the cracks have been closed, the concrete shall be kept thoroughly wet, or covered with plastic sheeting for at least a further three hours.

PS G 5.5.7: CONSTRUCTION JOINTS (SUBCLAUSE 5.5.7)

PS G 5.4.1: General

The edge of joints, exposed to view in the finished structure, shall be formed with suitable beads to provide a straight edge true to line and level. As soon as practical, but not before 15 hours after placing, the construction joint surface shall be prepared to receive fresh concrete. This preparation, as specified in 5.5.7.3(a) to (d), shall be such as to improve all laitance or inert and strength less material which may have formed and the specified chipping or sand blasting, shall be such as to produce a roughened surface all over.

When concerting is interrupted, concrete surfaces shall be protected from the sun as specified in Subclause 5.5.8(d) of by means of hessian kept damp until concerting is resumed.

PS G 5.4.2: Formed Joints (Generally vertical or near vertical)

Formed joints will be considered to be designated joints as defined in Subclause 2.4.3.
(The forming of a straight edge to a joint as specified in PSG5-4,1 does not constitute a formed joint).

Each joint shall be formed as shown on the drawings, complete with shear keys rebates, waffle formwork, V-feature, waterstops, Flexcell or similar joint filler, dowel bars and their PVC tubes, etc. as indicated.

PS G 5.4.3: Joints between Floors, Walls and Pillars

Construction joints between foundations or footings and walls, or piers standing on them, shall not be made flush with the supporting surface, but shall be made at a distance above the floor or footing shown on the drawings or approved by the Employer's Agent. The kicker (starter stub) shall be cast as an integral part of the bottom, floor or footing.

PS G 5.5.8: CURING AND PROTECTION

PS G 5.5.1: Horizontal Surfaces

The surfaces of the concrete lining to the canal shall be treated with a curing compound complying with PSG5-5,3. Other horizontal or near horizontal surfaces shall be treated in accordance with Subclause 5.5.8.

PS G 5.5.2: Formed Surfaces

In order to improve the effectiveness of the curing treatment, the specified minimum time for the removal of the formwork shall be four days.

PS G 5.5.3: Curing Compound

The use of membrane curing compounds will be allowed on vertical faces or steeply inclined faces (i.e. steeper than 45° to the horizontal) of cast in-situ members of the structures subject to the contractor producing sufficient, satisfactory cube crushing strength test results where the crushing strength of cubes which have been cured with the proposed curing membrane and left exposed to the elements are compared with those of an equal number of water cured cubes. The crushing strength of the cubes cured with the proposed membrane shall be at least 85% of the crushing strength of the water cured cubes.

The timing of power-floating is critical to its success. Power-floating steel shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

This main objective of power floating the mortar skim on the no-fines under drainage layer is to achieve a plane, smooth surface. This need not be dense.

PS G 5.5.10: CONCRETE SURFACES

PS G 5.6.1: Screeded finish

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tempted with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after the interfering aggregate has been removed or tempted.

PS G 5.5.10.1: Wood-floated finish

Where wood-floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG5.6.1 and, after the concrete has hardened sufficiently, it shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screeding marks.

PS G 5.6.3: Steel-floated finish

Where steel-floating is specified or scheduled, the surface shall be treated as specified in PSG5.6.1 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

PS G 5.6.4: Power float finish

Where power floating is specified or scheduled the surface shall be treated as specified in PSG5.6.2 except that when the moisture film has disappeared, and the concrete has hardened sufficiently to prevent laitance form being worked in the surface, the screeded surface shall be power floated to produce dense, smooth and uniform surface free of all trowel marks. In corners and areas of restricted access the concrete surface shall be finished by steel floating in accordance in PSG5.6.1.

The timing of power-floating is critical to its success. Power-floating steel shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

The main object of power floating the mortar skim on the no-fines underdrainage layer is to achieve a plane, smooth surface. This needs to be done.

PS G 5.6.5: Broom-swept finish

Where broom-swept finish is specified, the surface shall be treated as specified in PSG5.6.2 and hereafter swept transversely (to the direction of the roadway paving) with a stiff bristle broom to produce an approved no-skid finish.

PS G 5.6.6: GRANOLITHIC SCREEDS

PS G 5.6.61: General

Before placing any granolithic screeds the base concrete shall be chipped to expose the aggregate over 100% of the area to be screeded and soaked with water for at least 24 hours.

The base concrete shall be thoroughly cleaned by scrubbing and all standing water removed after soaking. A 1:2 cement/sand grout shall then be brushed into the prepared surface followed by the granolithic screed before the grout sets. The granolithic screed shall be of the driest feasible consistency with a slump not exceeding 50mm and shall be formed true to profile and shape as required and shown on drawings. Before placing granolithic screed against and adjacent band of granolithic screed the edge of the latter shall be prepared by chipping back to firm material, wire brushing and brushing with grout as for the base concrete.

Granolithic screed shall be compacted to remove all air and shall be screeded and finished with a steel trowel to Degree of Accuracy 1.

The trowelling shall be carried out in the following stages:-

- First – as soon as the granolithic screed has been compacted and screeded.
- Second – after 2 hours to close the surface and remove laitance.
- Third – after a further 24 hours.

The time intervals are estimated as appropriate to normal temperature conditions and shall be varied by the Contractor to ensure a smooth dense finish.

Granolithic screed shall be cured as specified in Subclause 5.5.8(b) but shall additionally be protected from direct sunlight and drying winds as it is being placed.

All screeding necessary to accommodate mechanical equipment shall be done under the equipment supplier's supervision and in strict accordance with his instructions. It shall be commenced as soon as the equipment supplier give notice on completion of erection and shall be finished expeditiously.

The Contractor shall make good any damage to the mechanical equipment resulting from his personnel not following the supplier's instructions. Any spillage on the equipment shall be cleaned off immediately.

PS G 8: MEASUREMENT AND PAYMENT

PS G 8.1.2: Reinforcement

Notwithstanding the method of measuring and paying for reinforcement specified in Subclause 8.1.2.2 and 8.1.2.3, reinforcement will be measured and paid for as scheduled.

PS G 8.5: Formwork

PS G 8.5.1: Edges of Blinding Layer

No separate payment will be made for formwork to the edge of the blinding layer. The rates tendered for concrete to be blinding layer shall cover the cost of such formwork.

PS G 8.5.2: Kickers

Formwork to the edges of kickers will be measured as plain vertical or plain circular as applicable (not as narrow widths).

PS G 8.4.4: Unformed Surface Finishes

The rates for unformed surface finishes shall cover the cost of providing the respective surface finish as specified in PS G5-6.

PS G 8.7: Holding Down Bolts

Fixing of holding down bolts will be measured by number. The rate shall cover the cost of all things necessary to ensure that the bolts are effectively and rigidly held in position during casting, complete with sleeved pockets, all as detailed on the drawings.

PS G 5.5.13: Grouting

Grouting of base plates and equipment bases will be measured by the volume of grout used.

The rate shall cover the cost of the supply and floating in the grout under the plates to ensure solid and complete filling of the gap.

PS HA: STRUCTURAL STEELWORK (SUNDRY ITEMS)

PS HA 3: Materials

Where the words “Structural Steelwork” appear in the heading and in other relevant Clauses, amend to read “Aluminium, Stainless Steel and Structural Steel”.

PS HA3.1: Stainless steel

All stainless-steel items shall be grade 316 materials.

PS HA 3.2: Structural steelwork

Structural steelwork shall comply with Grade 43 of BS 4360.

PS HA 5.2.6: Handrails

The handrails shall be manufactured by an approved manufacturer specializing in such work and shall be of galvanised steel tubing of nominal thickness 2,6 mm and of normal outside diameter at least 34mm.

Stanchions shall be manufactured preformed in one piece and shall be at least 24 mm nominal outside diameter at least 34mm.

Stanchions shall be spaced at intervals not exceeding 2,0 m. All joints shall be welded after the erections as shown on the drawings.

PS HA 5.3: Corrosion protection

The open grid flooring panels, ladders and screen shall be galvanised in accordance with the requirements of Subclause 5.9 of SANS 1200 HC.

PS L: MEDIUM PRESSURE PIPELINES

PS L 3: MATERIAL

PS L 3.1: General

Add the following to SD L 3.1:

All brass fittings shall be SABS approved and manufactured from DZR brass. Compression fittings for HDPE pipes must be in accordance with the Particular Specifications.

The water pipeline shall be the blue **uPVC type, class 9 and class 12** with rubber joints (Z-joints "No joints may be glued or welded; Proof of SANS certificates must be provided beforehand in which the quality of the pipes is confirmed. Quantities of different types and classes of pipe must be confirmed with the Employer's Agent before final quantities are ordered.

PS L 3.3: C.I. pipes, fittings and specials

In the second sentence:

Change "AC pipes" to "uPVC pipes".

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.

All steel, cast iron and metal parts of pipes and fittings which are installed underground must be wrapped with "Denso inner and outer uPVC tape" or similar approved material which is approved by the Employer's Agent. All steel pipe pieces which are provided with screw-thread must be produced from stainless steel type 316 Grade.

All steel pipes and steel accessories shall be "hot dip galvanised" as by the standard SABS 763 specifications prescribed.

PS L 3.4: Steel pipes, fittings and Specials

PS L 3.4.3: Pipes of nominal bore over 150 mm

Replace L 3.4.3 with the following:

All pipes shall be manufactured from galvanised mild steel. The pipes and specials are to be welded and manufactured according to the requirements of SABS 719 Grade B.

Hydraulics tests, according to SABS 719, shall be carried out on all pipes prior to dispatch from the manufacturer's workshops. The welding, protective painting, etc. shall be inspected and tested by the SABS or an approved independent inspection company. The test certificate shall be submitted to the Employer's Agent upon delivery of the pipes to the site.

PS L 3.8.3: Flanges and Accessories

Change “SABS 1123” to “the applicable table in SABS 1123” and delete the words “or BS 4504”.

Add the following:

Flanges shall comply with SABS 1123 and have a minimum working pressure of 2 500 kPa, except where otherwise indicated. Holes shall be drilled to Table 16 SABS 1123.

Any item of pipe work or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

PS L 3.8.4: Loose flanges

Add the following:

"Bolts and nuts must be of electroplated steel type and must comply with the applicable requirements of SABS 135."

PS L 3.9.5: Joints, Bolts, Nuts and Washers

Substitute L 3.9.5 with the following:

All joints, bolts, nuts and washers shall be stainless steel.

PS L 3.10: Valves

Add the following to L 3.10:

PS L 3.10.1: Isolating Valves

Add the following:

"All isolating valves must comply with SANS 664, must be of the water network type and must be suitable for work pressure of 16 bar depending on where it is being used. Valves must close clockwise and the direction of open and closed must be indicated on the valve permanently. Valves must be of the nun-rising spindle type and must be provided with a square head, suitable for the use of a turnkey. All valves shall be tested for tightness."

A turnkey must be provided for each valve or an area with an amount of ten valves which are installed underground. Valves which are placed above ground must be provided with a standard removable hand wheel.

The tenderer must indicate in his tender which type of valves will be used and a copy of the specifications, in which will be indicated that the required pressure can be maintained must be submitted with the tender.

PS L 3.10.3 *Non-return valve*

Add the following:

The “MaxiFlo" (Vent-O-Mat) type non-return valve or similar approved SANS valve with the required pressure ability to 16 bar where specified, must be installed with an isolation valve and the extra 25mm by-pass as specified.

PS L 3.10.4 Air valves

Add the following:

Vent-O-Mat model 025-RPS-1611 air-outlet valves which comply to SANS 664 and are suitable for a work pressure of 16 Bar shall be installed on the uPVC parts of the pipeline. Products of similar quality can be suggested as alternatives. See relevant drawing.

L 3.11: Manholes and surface boxes

PS L 3.11.6: Surface boxes

Add the following to L 3.11.6:

The type of boxes shall be as specified on the drawings.

PS L 4: PLANT

PS L 4.3: Testing

Add the following to L 4.3:

The Contractor must ensure that the test equipment is in good order and that it is supplied with a calibration certificate upon request of the Employer's Agent. All costs for testing purposes must be included in the rate for the installation of the pipes.

PS L 5: CONSTRUCTION

PS L 5.1.3: *Add the following:*
Special attention must be provided for sealing of pipes if the wind blows and provision must be made to prevent the intrusion of groundwater into pipes.

PS L 7: TESTING

PS L 7.3: Standard hydraulic pipe test

PS L 7.3.1: Test pressure and time of test

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

Substitute L 7.3.1.2 with the following:
The test pressure for field testing shall be 1,25 times the rated maximum working pressure of the pipe.

Substitute L 7.3.1.3 with the following:

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipe will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

PS L 8: MEASUREMENT AND PAYMENT

PS L 8.2.6: Special Connections

Add the following:

All the costs relating to excavation, removal of parts, cutting into, jointing, labour and complete finishing, shall be taken as incorporated into the tendered prices where connection are taking place onto existing pipelines or fittings.

PS L 8.2.11: Anchor/Thrust blocks and pedestals **Unit: No**

Substitute L 8.2.11 with the following:

Anchor and thrust blocks shall be measured per number and the tendered rate shall include for all excavation, formwork and reinforcement (where specified) for the required dimensions.

PS LB: BEDDING (PIPES)

PS 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 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve.

PS LB 3.2: Selected fill material

Substitute LB 3.2 with the following:

The requirements of SD LB 3.1 shall apply mutatis mutandis.

PS LB 3.3: Bedding

Add the following to LB 3.3:

Class C bedding, as applicable on none flexible pipes, is a requirement. Material for the fill blanket will only be imported, when there is not enough suitable gained from the excavated material. The selected fill blanket must cover the pipe with minimum of 200mm and not 300mm as required in the appropriate General Specifications.

PS LB 3.4.1: Suitable material available from trench excavation

Replace the first sentence of LB 3.4.1 with:

Irrespective the requirements of sub-clause 3.7 of SABS 1200 DB and sub-clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline. Bedding material must first be sourced from the trench excavation by any means necessary before importation of material is allowed. The cost for selection of bedding materials shall be included in the tendered rates and no additional compensation will be allowed.

PS LB 3.5: Bedding in waterlogged conditions

In waterlogged conditions, a bedding cradle of the thickness as specified in writing by the Employer's Agent, comprising 13,2 mm single size stone complying with the requirements of SABS 1083 shall be used.

PS LB 5: CONSTRUCTION

PS LB 5.1: General

PS LB 5.1.4: Compacting

Substitute "90% of MAASHTO" in LB 5.1.4 with "93% of Mod.AASHTO (100% for sand)".

PS LB 8: MEASUREMENT AND PAYMENT

PS LB 8.1: Principles

PS LB 8.1.1: Supply of bedding materials measured separately

Add the following to LB 8.1.1:

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

PS LB 8.1.4: Separate items for cradle and blanket

Substitute LB 8.1.4 with the following:

Although distinction may be made with regards to items for the bedding cradle and selected fill blanket, the material in both cases shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5: Disposal of displaced material

Add the following to LB 8.1.5:

Excess displacement material must be disposed of at the dumping site as specified in clause SD D 5.2.2.3.

PS LF 3: Materials

PS LF 3.1: Pipes, fittings and couplings

PS LF 3.1.4: Polyethylene pipes

Only uPVC pipes as prescribed in the scheduled items will be used. PVC couplings and fittings similar to Plasson type shall be used.

PS LF 3.4: Bedding

The bedding shall be as specified in PS LB 3.1.

PS LF 3.5: Valve

PS LF 3.5.3: Valve chamber (belltoby)

These chambers shall be heavy duty Polymer Concrete type bell toby's and installed according to the detail drawings on 300mm diameter pipe section on 50mm concrete base for all pipe sizes smaller than 250mm.

PS LF 3.6: Marker Post

Marker posts with "W" in concrete (or stainless-steel plate in the concrete) shall be manufactured according to the drawing and planted above all points where change in direction occurs, except where these points are situated within the street perimeter.

No other type of marker will be accepted than the one shown in the detail drawings.

PS LF 5: CONSTRUCTION

PS LF 5.2: Laying from main to erf

PS LF 5.2.3: Service connections

PS LF 5.2.3.1: General

The testing pressure at which tests for erf connections shall be done will be 1.5 times the maximum allowable pressure of the class pipe in use.

LF 8: MEASUREMENT AND PAYMENT

PS LF 8.2: Scheduled Items

PS LF 8.2.1: Provide erf connections complete.....Unit : No

Measurement and payment for erf connections shall differentiate between double and single erf connections, as well as between short and long connections, each for the various pipe diameters and for each diameter of water main as shown on the detail drawings.

PS M: ROADS (GENERAL) (SANS 1200 M)

PS M 3: Material

PS M 3.2: Responsibility for location

Add the following to M3.2:

The subbase and base layers, if required, of all streets shall be constructed with material from designated commercial material suppliers. The Contractor is responsible to prove that the material delivered to site is according to specification and if the material in the paving layers does not comply with the minimum requirements it shall be removed and replaced with suitable material at the expense of the Contractor. All wearing course material shall comply with the recommended TRH 20 specification.

PS M 5: Construction

Add the following paragraph:

PS M 5.1: Selection

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

PS M 6: Tolerances

PS M 6.3: Frequency of checks

Add the following to M 6.3:

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

PS M 7: Testing

PS M 7.3: Routine inspection and testing

Substitute M 7.3.3 with the following:

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

PS M 8 Measurement and Payment

Add the following to M 8.1:

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

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

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

PS ME: SUBBASE (SANS 1200 ME)

PS ME 3: Materials

PS ME 3.2: Physical Properties

PS ME 3.2.1: Subbase Material (If required)

Substitute ME 3.2.1 with the following:

i. Materials of G5/G6 quality for use in the unstabilized subbase shall comply with the requirements of SABS 1200 M 3.3.3. and the maximum aggregate size after compaction shall not exceed 63 mm.

ii. Materials of G5/G6 quality for use in the stabilised subbase shall comply with the requirements as specified in SABS 1200 M 3.3.3 and either be delivered to site as -37mm size or crushed with a single stage crusher to -37mm size.

PS ME 3.2.2: Gravel Shoulder and Gravel Wearing Coarse Material

Substitute ME 3.2.2 with the following:

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

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

Where:

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

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

and

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

PS ME 5: CONSTRUCTION

PS ME 5.4: PLACING AND COMPACTION

PS ME 5.4.1: Placing

Substitute "the project specification" in the second paragraph ofME 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.

PS ME 7: TESTING

PS ME 7.2: Process control and routine inspection and testing

PS ME 7.2.1: Process Control

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

PS ME 7.2.2 Routine Inspection and Testing

Substitute the second sentence of ME 7.2.2 with the following:

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

PS ME 8: Measurement and Payment

PS ME 8.2: Computation of Quantities

Substitute ME 8.2 with the following:

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

PS ME 8.3: Scheduled Items

PS ME 8.3.8: Stabilising Agent (If required)

Add the following sub-item to ME 8.3.8:

g) Ionic stabilising agent ..... Unit :

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

PS MM: ANCILLARY ROADWORKS (SANS 1200MM)

PS MM 3: Materials

PS MM 3.2: Road Signs

PS MM 3.2.1: General

Add the following to MM 3.2.1:

All road signs and road markings shall be in accordance with the SA Road Traffic Signs Manual and as shown on the drawings.

No special breakaway devices are required.

PS MM 3.2.2: Structural Steel

Substitute the second paragraph of MM 3.2.2 with the following:

All structural steel, including steel tubes, shall have a hot-dip (galvanised) zinc coating that complies with the requirements of SABS 763 for coatings of type A1 or B1 articles, as applicable.

PS MM 5: Construction

PS MM 5.2: Road Signs

PS MM 5.2.1.6: Galvanising

Substitute the second paragraph of MM 5.2.1.6 with the following:

Galvanised mild steel supports for road signs shall be painted in accordance with PS MM 5.2.2.4.

PS MM 5.2.2: Painting

PS MM 5.2.2.4: Painting of structural steelwork

The provisions of MM 5.2.2.4 shall apply mutatis mutandis to the painting of galvanised surfaces, except for the following:

- Surface preparation

Galvanised surfaces shall be thoroughly scrubbed down using an approved galvanised iron cleaning agent to remove all traces of the resin protective coating.

The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc;

a) Priming

Two coats of calcium plumbate primer shall be applied to a dry film thickness of at least 25 microns. The undercoat shall follow within one week after the priming.

b) Finishing coat

The colour of the finishing coat shall be dark grey, as specified in MM 3.2.8.2.

PS MM 5.3.2: Surface Preparation

Substitute "48 h" in MM 5.3.2 with "7 days (168 h)".

PS MM 8: Measurement and Payment

PS MM 8.3.1: Sign Faces with Painted Background and Symbols ..... Unit : m²

Add the following to MM 8.3.1:

No additional payment shall be made for the aluminium extrusions for road signs and all relevant costs shall be deemed to be covered by the tendered rates for such road signs.

PS MM 8.3.8: a) Removal And Re-erection Of Traffic Lights By Employer Unit : Sum Stated

b) Overheads, cost and profit on (a) above ..... Unit : % = R

The rate for PS MM 8.3.8(b) includes the cost of all arrangements concerning the removal of the traffic lights, control of traffic and re-erection of the traffic lights.

3.2.3 PART C: Particular (Project) Specifications

The particular (project) specifications consist of the following and are included in the in the Scope of Work:

PM MASONRY

PM 1 Scope

Materials, construction method and workmanship desired for masonry are explained in this section. All activities in connection with masonry and plaster of structures are treated.

PM 2 Material

The building-sand for mortar must comply with specification for sand for concrete, on condition that all the sand can be screened through a 2,4mm screen.
The cement for mortar must comply with the same specification as for cement in concrete.
Quality bricks should be thoroughly burnt to be hard and durable. A hard ringing sound emitted when two bricks are struck together, indicates that bricks were well burnt. The bricks should be true to size and shape, with straight edges and even surfaces. Bricks must comply with the requirements as stipulated in the latest edition of SANS 227.
Platforms for mixing, wheel barrows and pans which come in contact with the mortar must be clean, watertight and none absorbed before any mortar is placed on or in it.

PM 3 Brickwork

All brickwork must be done in English Bond and no false headers may be used.
Bricks must be soaked in water before immediate use and the previous layer must also be well wet before the next layer is mortared. Bricks must be well embedded in the mortar and all the joints of each layer of bricks must be well cocked. Joints may under no circumstances be thicker than 10mm and all vertical joint and corners must be plumb.

Part C4: Site Information

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C4.1 LOCATION OF THE PROJECT

The project is located in Campbell. Approximates GPS coordinates in the Centre of Old Campbell Town (28°47'59.19"S, 23°43'53.61"E), Old Settlement (28°47'52.92"S, 23°43'23.96"E), New Informal settlement (28°47'43.41"S, 23°43'03.04"E) and the Agricultural Plots (28°47'31.17"S, 23°42'19.18"E),

Campbell is situated on the edge of the Ghaap Plateau in the Northern Cape province of South Africa. It is located 48 km east of Griqua Town. It was originally known as Knovel Valley and then Groote Fontein but was renamed in honour of the Reverend John Campbell who visited the Cape Colony in 1813. Campbell is located at the junction of N8 between Kimberley *(100km west)* and Griekwastad *(48km east)* and R385 between Postmasburg (*126km north-west*) and Douglas *(28km south).*

LOCALITY PLAN: CAMPBELL ERADICATION OF BUCKETS

C4.2 AVAILABLE INFORMATION

4.2.1 Disclaimer

This document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along the route.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible material sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from the source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this part of the contract documents.

C4.2.2 Climate

The area's climate is subtropical semi-arid, with mild, dry winters (during which it can get cold at night) and hot, sunny summers (during which thunderstorms can break out). On winter nights, the temperature can sometimes drop slightly below freezing. During the day, on the other hand, it can get very hot from October to March.

The coldest and driest month is typically July, while the warmest temperatures can be expected in January. The wettest period of the year is typically between February and March. Rainfall in the area amounts to approximately 435 millimetres per year.

C4.2.3 Geology

A geotechnical report done in the same area is available. The residential area has predominantly dolomite and limestone. Rock outcrops are common. Proper selection of excavation equipment will be required for example an excavator with breaker. Blasting of rock may be required too. Hard rock exposure levels are generally high in the form of dolomite, limestone and calcrete pan. Excavation refusal across the area ranged from 0.200m to 0.600m. most of the test pits had cobbles and hard solid dolomite or limestone on refusal. Below please see photos of trench excavations within the construction area:

Contractor	Witness for Contractor	Employer	Witness for Employer

C4.2.4 **Traffic information**

Provision must be made for traffic safety and accommodation, as well as dust control during construction.

C4.2.5 **Construction materials**

- Crushed aggregate:

  The product will have to be imported from the nearest quarry. The product will be tested on a continuous base to ensure that the quality of the product complies with set standards.

- Gravel wearing course:

  Gravel material must be sourced from commercial borrow areas at the discretion of the contractor. The contractor is solely responsible for the sourcing of material and modification thereof, required to ensure that the relevant TRH20 specification for gravel wearing course material is attained.

- Sand for concrete work:

  Sand is available from various suppliers in the vicinity, at the discretion of the contractor, but must comply with the set standards.

- Water sources:

  The contractor will have to make the necessary arrangement with the local authority. Any expenses regarding the abovementioned will be for the Contractor's account. The quality of the water must also comply with the set standards.

- Deleterious materials:

  Any hazardous material must be removed by an accredited service provider who can submit a certificate to the Contractor, to verify that material was destroyed or recycle according to the applicable environmental law.

Disclaimers

Completeness

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the Service Provider. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.