



EHLANZENI
DISTRICT MUNICIPALITY

TENDER NUMBER EDM/22/2024-25

**CONSTRUCTION OF THE MATSULU C (MASHONAMINI)
WATER RETICULATION**

CIDB GRADING REQUIRED: 6CE

CLOSING DATE: FRIDAY, 13 DECEMBER 2024

NAME OF BIDDER:	
CSD REG NO.:	
CIDB NO.:	
TEL NUMBER:	
Prepared for: Ehlanzeni District Municipality 8 van Niekerk Street PO Box 3333 MBOMBELA 1200 Tel: 013 759 8500 Email Address: pkhumalo@ehlanzeni.gov.za Contact Person: Mr. P Khumalo	Prepared by: LPS Consulting (Pty) Ltd Unit 45.2, Central Park 12 Suikerriet Street Mbombela 200 Tel: 013 744 6070 Email Address: info@lpsconsult.co.za Contact Person: Mr. M Lubisi

CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

- | | | |
|----|------------------------------|--|
| 1. | CIDB | <i>CIDB Standard for uniformity in Construction Procurement, 08 August 2019, as amended</i> |
| 2. | SANS 10845-1 | <i>Processes, methods and procedures.</i> |
| 3. | SANS 10845-2 | <i>Formatting and compilation of procurement documentation.</i> |
| 4. | SANS 10845-3 | <i>Standard conditions of tender.</i> |
| 5. | GCC | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | SANS1200 | <i>Standard specifications for Civil Engineering Construction</i> |
| 7. | This Document, as presented. | |

Contractor

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PART T1: TENDERING PROCEDURES

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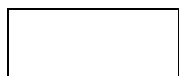
Employer

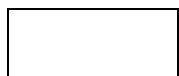
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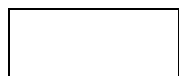
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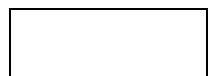
PART T1 **TENDERING PROCEDURES**

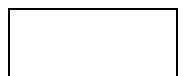

Contractor


Witness 1


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T1.1 TENDER NOTICE AND INVITATION TO TENDER 8
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T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

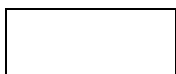
NOTICE AND INVITATION TO TENDER

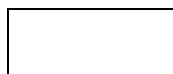
TENDER NUMBER EDM/22/2024-25

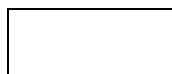
CONSTRUCTION OF THE MATSULU C (MASHONAMINI) WATER RETICULATION

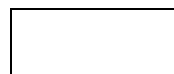
Ehlanzeni District Municipality hereby invites tenders from capable and experienced service provider for the **CONSTRUCTION OF THE MATSULU C (MASHONAMINI) WATER RETICULATION.**

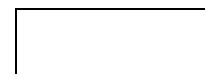
1. **Only service providers who have provided the following mandatory information and documents to be used to evaluate the Tenderer's responsiveness will be considered for further evaluation on functionality;**
 - 1.1 Only service providers that are registered on the Central Supplier Database will be considered for awarding of this request for quotations and a copy of the CSD report, not later than three months should be attached.
 - 1.2 Price(s) quoted must be firm, VAT and other taxes inclusive and valid for at least NINETY (90) days from closing date.
 - 1.3 No tenders shall be considered from persons who are in the service of the state.
 - 1.4 Service providers are required to fully complete the attached MBD forms and submit together with their written Tenders.
 - 1.5 Attach a bank account confirmation letter with bank stamp not older than three months accompanied with an affidavit confirming the business bank account details - if the banking details are not verified on the CSD report.
 - 1.6 Attach audited and signed financial statements for the past three years or since the date of establishment of the company if established during the past three years.
 - 1.7 Attach original certified copy of identity documents (ID) of company directors.
 - 1.8 Attach original certified copy of the company registration certificate issued by the Companies and Intellectual Property Commission (CIPC).
 - 1.9 Valid SARS pin must be attached.
 - 1.10 Valid proof of COIDA registration.
 - 1.11 Attach an active CIDB grading of **6CE or higher**.
 - 1.12 Attach a verifiable copy of municipal accounts for **both the Tenderer and company director(s)**:
 - if aforementioned account information of the Tenderer is not applicable, the Tenderer must attach an original certified copy of proof of residence (PTO) issued by a relevant traditional authority or copy of a valid lease agreement.
 - 1.13 Joint Venture or Consortium Agreement if applicable
 - 1.14 All Tender documents must be dully signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.
 - 1.15 Tender documents must be completed by hand with a black pen otherwise if completed digitally, documents will be rejected.

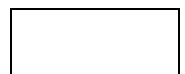

Contractor


Witness 1


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Witness 1


Witness 2

2. This Tender will be evaluated on the 80/20 preference point system in terms of the approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy’s preference point system will be applied as follows;

2.1 The 80 points will be for price; and

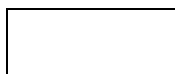
2.2 The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

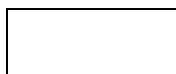
POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2	A copy of a Full CSD report not older than 3 months.
More than 30% woman or women shareholding or owned enterprise	2	
more than 30% youth shareholding or owned enterprise	2	
More than 30% people living with disability shareholding or owned enterprise	2	A copy of a Medical Certificate to confirm disability or as stated on the CSD report
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EME's located within the Ehlanzeni District Municipality area of jurisdiction	2	➤ A copy of a Full CSD report not older than 3 months. NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Enterprises who will sub-contract minimum of 30% of the contract value to EME's	2	➤ Commitment letter including sub-contractible item
Corporate social investment (CSI) or Social Labour Plan composition	5	➤ Commitment letter from the service provider including the percentage of the contact value.
B-BBEE level 1 Status Contribution	3	➤ Certified Valid B-BBEE certificate; or ➤ Certified Valid EME and SME a sworn affidavit; or ➤ Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership.
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

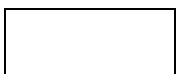
* **EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.**

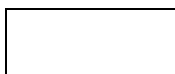
* **All the certified documents as stated must not be older than three months.**

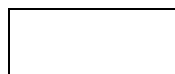
Received Tenders will be evaluated for responsiveness based on mandatory requirements. The received Bids will be further evaluated for functionality and bidders who obtain a **minimum of 70 points** out of possible **100 points** based on the prescribed quality, will be eligible to be evaluated on the Preference Points System.

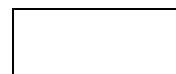

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

TENDER NO. EDM/22/2024-25: CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION

Tender documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from **Thursday, 14 November 2024**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A compulsory briefing session will be held on **Tuesday, 19 November 2024 at 10h00** at the **Sibusisiwe Secondary School Sport ground (25°30'15.89"S, 31°20'27.15"E)**.

Where Tenders should be submitted - Completed Tender and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Friday, 13 December 2024** not later than **12h00**.

Tender Documents received by telegram, fax and post will not be considered. Late Tenders shall not be accepted.

Enquiries: Contact Person - Administration: Mr. S P Khumalo at 013 759 8500 or pkhumalo@ehlanzeni.gov.za

Contact Person – Technical: Mr. J Molosi at 013 759 8500 or jmolosi@ehlanzeni.gov.za

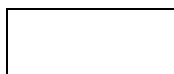
Special Conditions:

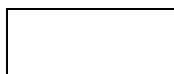
Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or not to appoint at all and no Tender will be considered from persons who are in the service of the state.

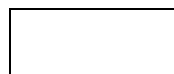
Visit our website at www.ehlanzeni.gov.za

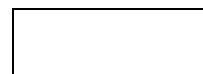
Employer: Municipal Manager: Dr N Mahlalela
Ehlanzeni District Municipality
P. O. Box 3333
MBOMBELA
1200

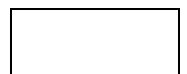

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in CIDB SFU 2019: Annex C: Standard conditions of tender, that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer’s obligations and the Employer’s undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies

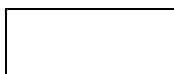
Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of CIDB SFU 2019: Annex C: Standard conditions of tender, as printed in the Government Gazette No 42622 of August 2019. A copy is attached as Appendix B.</p> <p>CIDB SFU 2019 makes several references to the Tender 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 provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in CIDB SFU 2019 to which it mainly applies.</p>
3.1	<p>The Employer is: Ehlanzeni District Municipality, 8 Van Niekerk Street, Mbombela, 1200</p>
	<p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of Ehlanzeni District Municipality (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>



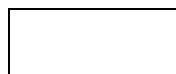
Contractor



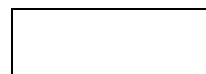
Witness 1



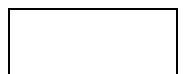
Witness 2



Employer



Witness 1



Witness 2

3.2	<p>Part C3 Scope of Works C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue)</p> <p>Part C4 Site Information C4 Site Information (green)</p> <p>Appendices Appendix A Health and Safety Specification (white) Appendix B Standard Conditions of Tender (white) Appendix C Drawings for Tender Purposes (white)</p>															
3.4	<p>The Employer's Agent is: Name: LPS Consulting (Pty) Ltd Address: 12 Suikerriet Street, Central Park Unit 45.3 Mbombela, 1200 Tel: 013 744 6070 E-mail: info@lpsconsult.co.za</p>															
3.5	The language for communications is English.															
3.6	The competitive negotiation procedure shall not be applied.															
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 6CE or higher of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="427 1512 1394 1733"> <thead> <tr> <th>Category of tender</th> <th>Upper limits per CIDB effective 7 Oct 2019</th> <th>Employer's allowable margins (Incl. VAT)</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>R10m</td> <td>R12m</td> </tr> <tr> <td>6</td> <td>R20m</td> <td>R23m</td> </tr> <tr> <td>7</td> <td>R60m</td> <td>R70m</td> </tr> <tr> <td>8</td> <td>R200m</td> <td>R230m</td> </tr> </tbody> </table>	Category of tender	Upper limits per CIDB effective 7 Oct 2019	Employer's allowable margins (Incl. VAT)	5	R10m	R12m	6	R20m	R23m	7	R60m	R70m	8	R200m	R230m
Category of tender	Upper limits per CIDB effective 7 Oct 2019	Employer's allowable margins (Incl. VAT)														
5	R10m	R12m														
6	R20m	R23m														
7	R60m	R70m														
8	R200m	R230m														

Contractor

Witness 1

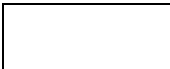
Witness 2

Employer

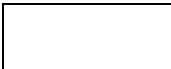
Witness 1

Witness 2

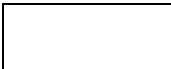
	<p>Joint Ventures are eligible to submit bids provided that:</p> <p>(1) every member of the joint venture is registered with the CIDB;</p> <p>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
<p>4.6</p>	<p>Bidders are encouraged to visit the Ehlanzeni District Municipalities website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.10.</p>
<p>4.7</p>	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The Ehlanzeni District Municipality will not take responsibility for incorrect information provided by the bidder on the attendance register.</p>



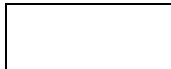
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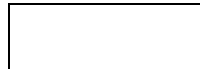
Witness 1



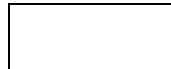
Witness 2



Employer



Witness 1



Witness 2

TENDER NO. EDM/22/2024-25: CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION

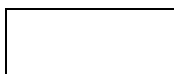
4.8	Request clarifications at least 7 working days before the closing time.
4.10	<p>Tenderers are required to state the rates and currencies in Rand.</p> <p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrates the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>
4.12	<p>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 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.</p> <p>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.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13	<p>The details for delivery of the tender offer and identification details to be shown on such tender offer package are:</p> <ul style="list-style-type: none"> Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: http://edmservices.ehlanzeni.gov.za on or before Friday, 13 December 2024 not later than 12H00 Identification details: Tender No EDM/22/2024-25: CONSTRUCTION OF THE MATSULU C (MASHONAMINI) WATER RETICULATION"
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.13.5	Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: http://edmservices.ehlanzeni.gov.za on or before the closing date
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days from date of closure
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>



Contractor



Witness 1



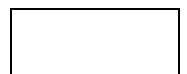
Witness 2



Employer



Witness 1



Witness 2

TENDER NO. EDM/22/2024-25: CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION

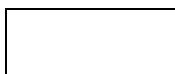
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this Procurement document.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>



Contractor



Witness 1



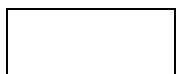
Witness 2



Employer



Witness 1



Witness 2

5.10	<p>List of disqualifying factors of this tender are as follows:</p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non-responsive”, and as such will be rejected/disqualified for further evaluation.</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date, Summary report will NOT be considered • Submit Joint venture agreement in case of JV. • Authority for Signatory, duly signed and dated copy on the Company(s) Letterhead. • Submit copies of relevant Annual Financial Statements (last 3 Financial Years, consecutively). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB contractor grading designation of 6CE or higher. For JV, a combined CIDB grading is required. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. See Classification of Industries attached together with tender document. • Proof of Public Liability Insurance for the value of R 5 million Rand. The letter must be issued by a registered insurance service provider. The letter should have full contact details of the service provider and the underwriter. • Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number. • All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. • Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your
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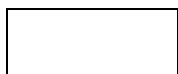
Witness 2

Employer

Witness 1

Witness 2

	<p>submission non-responsive.</p>												
<p>5.11</p>	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preferences.</p> <p>Method 2 Functionality, price and preferences is scored as follows:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P + N_Q$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or failed to complete the tender document comprehensively with all the required information. <p>The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$</p> <p>Where:</p> <p>N_{FO} = the number of evaluation points awarded for the financial offer W_1</p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of A_a</p> <table border="1" data-bbox="300 1635 1278 1886"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = (1 + \frac{P - P_m}{P_m})$</td> <td>$A = P / P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission /fee '</td> <td>$A = (1 - \frac{P - P_m}{P_m})$</td> <td>$A = P_m / P$</td> </tr> </tbody> </table> <p>^a P_m is the comparative offer of the most favourable comparative offer.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$										



Contractor



Witness 1



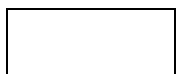
Witness 2



Employer



Witness 1



Witness 2

P is the comparative offer of the tender offer under consideration.

Scoring preferences.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's specific goals summarised in the table below:

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
1.	100% Black owned enterprises within the definition of the HDI	2
2.	At least 30% women owned enterprises	2
3.	At least 30% youth owned enterprises	2
4.	At least 30% enterprises people living with disabilities	2
5.	Enterprises regarded as EMEs located within the Ehlanzeni District Municipality	2
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5
8.	B-BBEE level 1 Status Contribution	3
Total		20

Eligibility for preference points will be determined as follows:

- Compliance with any other information requested to be attached to Return

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"> • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary. • the tenderer is in good standing with SARS according to the Central Supplier Database. • the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Form S of this tender document. • the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. • the tenderer or any of its directors/shareholders 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; • the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; • the tenderer has completed the Compulsory Declaration 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; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; • the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • No Tippex has been used on the bid document. The tenderer has not used an erasable pen and has not completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1


Witness 2


CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS


Preamble


The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.


ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
	Certified Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	
	Certification of documents to be submitted together with the tender document. I.e. Certified of copies of ID of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	a) The certification of documents must be done by a commissioner of oath as prescribed in the Justice of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business. c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i>	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.	



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Witness 1


Witness 2


Employer


Witness 1


Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
		<p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA Date: Place Business Address: Commissioner of Oaths Signature Full Names</p> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>		
	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The District requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than three (3) days from the closing date?</p>	
	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the district within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
			arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the District must be verified via the CSD report or e-Filing. The District should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90) .	
	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only) .	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p>	

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
			I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
	Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors not older than three months. OR Proof of resident from tribal authority for the business and all business directors not older than three months.	a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors. b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors. c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the	Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners? In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?	

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
	<p>OR</p> <p>Valid lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>	<p>Is the account not in areas for more than 90 days (3 months)?</p>	
	<p>Forging of documents/certificates</p> <p>The District has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders.</p> <p>Bidders are advised not to</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: "any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official".</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act?</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
	commit fraudulent activities and forge documents. The District will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).	Section 34(2) of the same Act stipulates that: “subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.	NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.	
	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
	Three sets of audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
	Act.			
	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	
	Functionality / Quality for evaluation of complex projects	a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	
	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2 RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	FINANCIAL RESOURCES
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM W	SCHEDULE OF TENDER COMPLIANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPULSORY TENDER DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

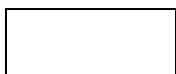
Notes to Tenderer:

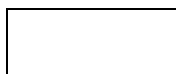
- 1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

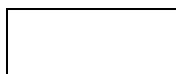
This is to certify that I,
representative of (tenderer)
of (address)
.....
.....
telephone number
fax number
e-mail
attended the clarification meeting on (date)

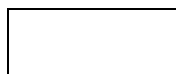
Signature of Representative: _____

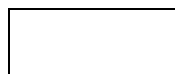
Signature of Project Manager: _____

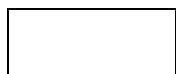

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS_(SIPDM)

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
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed Date

Name Position

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES(SIPDM)

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

The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

- Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

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

Signed _____
 Name _____

Date _____
 Position _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

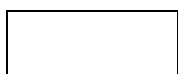
- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

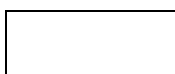
4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

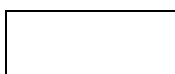
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or



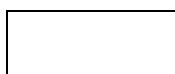
Contractor



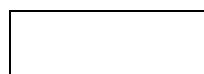
Witness 1



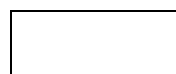
Witness 2



Employer



Witness 1



Witness 2

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

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the Ehlanzeni District Municipality	2	
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8.	B-BBEE Level 1 Status Contribution	3	

The Ehlanzeni District Municipality will utilise the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Ehlanzeni District Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

5 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:


Telephone:


Fax: Date:


Name of witness Signature of witness


Note:


- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM E: DECLARATION OF INTEREST (MBD 4)

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

NB: Tick (√) what is applicable in the box

3.6. Are you presently in the service of the state*

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

3.6.1. If **YES**, furnish particulars

.....

.....

3.7. Have you been in the service of the state for the past twelve months?

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

3.7.1. If **YES**, furnish particulars.

.....

.....

*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) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER NO. EDM/22/2024-25: CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER
RETICULATION

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

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

3.8.1. If **YES**, furnish particulars.

.....

.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

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

3.9.1. If **YES**, furnish particulars.

.....

.....

3.10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

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

3.10.1. If **YES**, furnish particulars.

.....

.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of state?

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

3.11.1. If **YES**, furnish particulars.

.....

.....

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

Full Name	Identity Number	State Employee Number

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**
Certified CK1 or CK2 as applicable (Founding Statement), Certified Copies of the ID's of the Directors and Shareholders Certificate

OR
- **For Companies**
Certified copy of the Certificate of Incorporation, Certified Copies of the ID's of the Directors, and shareholders' register

OR
- **For Joint Venture Agreements**
 - Joint Venture Agreement between all the parties,
 - as well as the documents in (1) or (2) of each Joint Venture member.

OR
- **For Partnership**
Certified Copies of the ID's of the partners

OR
- **One-person Business / Sole trader**
Certified Copy of ID



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- the enterprise is not required by law to prepare annual financial statements for auditing.
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorized on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACHED HERETO A COPY OF THE LATEST MUNICIPAL UTILITY
ACCOUNT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender 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 Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

in a joint venture or consortium³ will not be construed as collusive bidding.

- vii) 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 tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

Capacity under which Tender is Signed

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

**ATTACH VALID TAX CLEARANCE CERTIFICATE AND
TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

The Tax Clearance Certificate and Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, and Tax Compliance Status (TCS) PIN.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have;
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p>Is the tenderer 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?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

Capacity under which Tender is Signed

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page
(Full CSD required, not summary)***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES **NO**

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on behalf of

.....
(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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 an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACHED HERETO THE DULY SIGNED AND DATED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

Contractor

Witness 1

Witness 2


Employer


Witness 1

Witness 2


<p>_____</p> <p>_____</p> <p>() _____</p>		<p>Previous value of work:</p>
		<p>Previous Experience:</p>
<p>_____</p> <p>_____</p> <p>() _____</p>		<p>Previous value of work:</p>
		<p>Previous Experience:</p>



Contractor


Witness 1


Witness 2


Employer


Witness 1

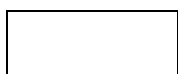

Witness 2

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

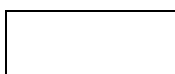
Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the Ehlanzeni District Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

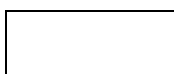
Affix certified Proof of Good Standing with Compensation Commissioner to this page



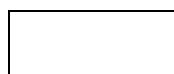
Contractor



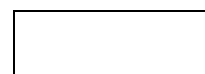
Witness 1



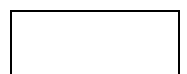
Witness 2



Employer



Witness 1



Witness 2

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form an **Original Letter** from the bank not older than three (3) months confirming the bank account, details and bank rating. No points will be allocated for **failure to provide the required bank letter with tender submission.**
- In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:												
ACCOUNT NAME: (e.g. ABC Civil Construction cc)												
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)												
ACCOUNT NO:												
ADDRESS OF BANK:												
CONTACT PERSON:												
TEL. NO. OF BANK / CONTACT:												
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td rowspan="4" style="width: 30%; vertical-align: middle;">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>		
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)										
7-12 months	<input type="checkbox"/>											
13-24 months	<input type="checkbox"/>											
More than 24 months	<input type="checkbox"/>											

		MAXIMUM POINTS TO	POINTS CLAIMED	ALLOCATED POINTS
Bank Rating Code	A	10		
Bank Rating Code	B	8		
Bank Rating Code	C	5		
Bank Rating Code	<C	0		
TOTAL		10		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM Q: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT
ABOVE R 10 MILLION (MBD5)**

For all procurement expected to exceed R10 million (all applicable taxes included), tenderer must complete the following questionnaire:

- Are you by law required to prepare annual financial statements for auditing?

YES / NO

- 1.1. If yes, submit audited 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 municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

YES / NO

.....
.....

- 2.1 If no, this serves to certify that the tenderer 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 then 30 days?

.....
.....

- 2.2 If yes, please provide particulars

.....
.....

- 2.1 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

.....
.....

- a. If yes, furnish particulars

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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 STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM Q: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

The Tenderer must attach hereto an **Original Letter or Certified Copy** from a financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)

PRO FORMA PERFORMANCE GUARANTEE

WHEREAS THE MUNICIPAL MANAGER, EHLANZENI DISTRICT MUNICIPALITY (hereinafter referred to as "the Employer") entered into a Contract with:

_____ (hereinafter called "the Contractor") on the

_____ day of _____ 20 _____ for MATSULU C WATER RETICULATION (MASHONAMINI), AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS WE, _____ (name of Insurance Company / Bank) has at the request of the Contractor, agreed to give such guarantee.

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excision for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of _____ (R _____)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guarantee Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising hereof as _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

IN WITNESS WHEREOF this guarantee has been executed by us at _____


on this _____ day of _____ 20 _____


As witnesses:


1. _____ Signature: _____


2. _____ Duly authorized to
sign on behalf of: _____


Address: _____



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

RETURNABLES FOR QUALITY CRITERIA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 50 points based on information provided in this schedule.

The following is a statement of work of similar (Bulk water pipelines or water reticulation, bulk sewer pipelines or sewer reticulation) nature and size recently successfully executed by the tenderer:

- 1 Points will be given for projects completed of Bulk water pipelines or water reticulation, bulk sewer pipelines or sewer reticulation and size.
- 2 The tenderer scores **10 points** per project with a value of more than R6 million but less than R10 million, completed in the last 10 years (4 points per appointment letter and 6 points per completion certificate). A maximum of 50 points can be allocated.
- 3 The tenderer scores **25 points** per project with a value of more than R10 million but less than R20 million completed in the last 10 years (10 points per appointment letter and 15 points per completion certificate). A maximum Of 50 points can be allocated
- 4 The tenderer scores **50 points** per project with a value of more than R20 million completed in the last 10 years (20 points per appointment letter and 30 points per completion certificate). A maximum of 50 points can be allocated
- 5 The tenderer may list only 5 projects of similar Bulk water pipelines or water reticulation, bulk sewer pipelines or sewer reticulation and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Points for completion certificates attached will be given for similar projects.
- 8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

Certified Appointment letter as well as Certified Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if uncertified documents are not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Certified Appointment letter as well as Certified Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if uncertified documents are not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)
*Attach additional pages if more space is required	Total Points			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: PLANT AND EQUIPMENT

The tenderer will receive a maximum of 15 points based on information provided in this schedule.

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - 50% points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
 - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted: Certified Natis registration certificates or other proof of ownership in case of the Excavator and Vibratory Roller to be attached.
4. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Quantity Hired	Points Scored
Excavator (20 ton)	4.0	1			
Vibratory Roller	2.0	2			
Water Tanker (8000 Litre)	2.0	1			
Tipper Truck (10 m ³ or above)	4.0	4			
TLB (48 kw Capacity)	3.0	1			
Total	15.0				
Total Points Allocated					

*Attached additional pages if more space is required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 25 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer’s project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company’s head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction of water and wastewater treatment works, water and wastewater pump stations, and bulk water and wastewater infrastructure. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
5. For all foreign nationals must attach SAQA accreditation and certified proof of work permit

CONSTRUCTION PERSONNEL

i) Contract manager

Contract manager is required to have a minimum of NQF Level 7 in Civil Engineering or equivalent and a minimum of 5 years in bulks sewer and sewer reticulation, bulk water and water reticulation, as indicated below:

RELEVANT EXPERIENCE	<5	6	8	8-9	10
POINTS	1	3	7	8	10

ii) Site Agent

Site Agent is required to have a minimum of N.D Civil Engineering or equivalent to a NQF 6 qualification and a minimum of 5 years in bulks sewer and sewer reticulation, bulk water and water reticulation, as indicated below:

RELEVANT EXPERIENCE	<=5	6	8	8-9	10
POINTS	1	2	3	4	5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

iii) Site Foreman

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in bulks sewer and sewer reticulation, bulk water and water reticulation, of not less than FOUR (4) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

RELEVANT EXPERIENCE	</=4	5	6	>7
POINTS	2	3	4	5

iv) Safety Officer

Safety officer on permanent/contract basis, with a valid first aid certificate plus OSHA (construction regulations) qualifications or related qualification with experience in construction related projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN BULK WATER AND WATER RETICULATION	3	4	5
POINTS	2	3	5

Experience	Points
Provide detailed CVs and certified qualification certificates and certified ID Copies for all Key Personnel for each category stated above.	25

	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Contract Manger	10		
Site Agent	5		
Site Foreman	5		
Safety officer	5		
TOTAL	25		

N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result in zero points.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form R	50		
Plant and Equipment:	Form S	15		
Key Personnel:	Form T	25		
Financial Resources / Bank rating	Form Q	10		
TOTAL		100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM W: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

This Table has been created as an aid to ensure a tenderer’s compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / MBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER’S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	FINANCIAL RESOURCES	
R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
S	PLANT & EQUIPMENT	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT

- PART C1 AGREEMENT AND CONTRACT DATA
- PART C2 PRICING DATA
- PART C3 SCOPE OF WORKS
- PART C4 SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1 **AGREEMENT AND CONTRACT DATA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	91
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	94

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.1: FORM of OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables 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 any value added tax or sales tax which the law requires the employer to pay, is _____

_____ (in words) R_____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.2: FORM of ACCEPTANCE

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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: 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 tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3: SCHEDULE of DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

By the duly authorized representatives signing this agreement, 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 schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

for the TENDERER

Signature: _____
 Name: _____
 Capacity: _____

for the EMPLOYER

Name: _____
 Signature: _____ Date: _____
 Capacity: _____

Witness:

Name: _____
 Signature: _____ Date: _____

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

C1.4 CONTRACT DATA

Contractor

Witness 1

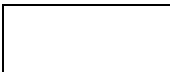
Witness 2

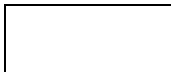
Employer

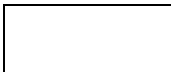
Witness 1

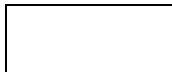
Witness 2

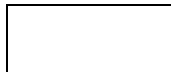
Clause	Description
	5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."
4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works. (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer and Contractor agree that the Contractor will comply with the provisions of "The

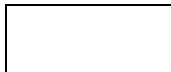

Contractor


Witness 1

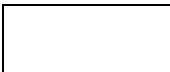

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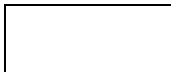

Employer

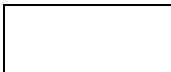

Witness 1

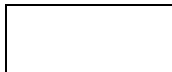

Witness 2

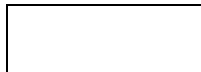
Clause	Description
	<p>Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer’s Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required, before commencement with Works execution is 14 calendar days .
5.4.2	The access and possession of site shall not be exclusive to the Contractor.
5.5.1	The time for achieving Practical Completion of the Works shall be 12 months
5.8.1	<p>The non-working days are public holidays and Sundays. The special non-working days are:</p> <p>The year-end break from 20 December 2024 to 6 January 2025</p>
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	<p>Practical completion is reached when:</p> <p>The complete scope of works is tested and commissioned.</p>
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does NOT include contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%

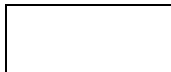

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Clause	Description
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

Contractor

Witness 1

Witness 2


Employer


Witness 1

Witness 2


C1.5 FORM OF GUARANTEE



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"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.....


CONTRACT DETAILS


Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate 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;



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and 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 affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed

Date

Guarantor's signatory (1)

Capacity


Guarantor's signatory (2)


Capacity


Witness signatory (1)


Witness signatory (2)



Contractor


Witness 1



Witness 2



Employer



Witness 1



Witness 2


C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

THIS AGREEMENT made at

on this the day of in the year

between EHLANZENI DISTRICT MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

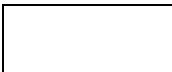
(hereinafter called "the Mandatory") of the other part, herein represented by

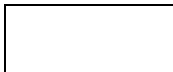
in his capacity as

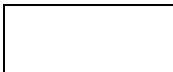
WHEREAS the Employer is desirous that certain works be constructed, Upgrading of Violet Street - Ward 13 and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

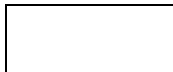
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

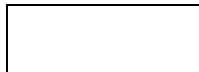
- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
 - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**

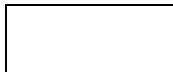

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) 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 into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS
OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20____,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2 PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work 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 the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

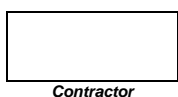
The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

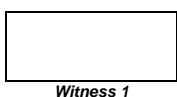
Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

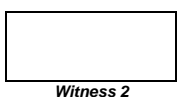
The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

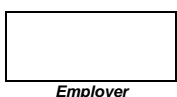
7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

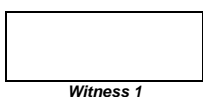
The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

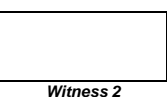

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by **any** differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall **not** be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

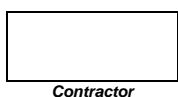
Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount

: The quantity of an item multiplied by the tender rate of the (same) item Sum :

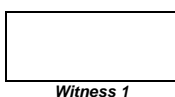
An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

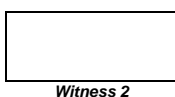
- mm = millimetre
- m = meter
- km = kilometre
- km-pass = kilometre-pass
- m² = square metre
- m²-pass = square meter-pass
- ha = hectare
- m³ = cubic meter
- m³-km = cubic meter kilometre
- kW = kilowatt
- kN = kilo-Newton
- kg = kilogram
- l = litre
- kl = kilolitre
- MI = mega litre
- t = ton (1 000 kg)
- % = per cent
- MN = mega-Newton
- MN-m = mega-Newton-meter
- PC Sum = Prime Cost Sum
- Prov Sum = Provisional Sum
- Sum = Lump Sum



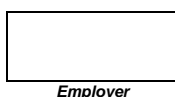
Contractor



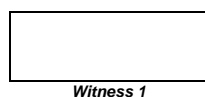
Witness 1



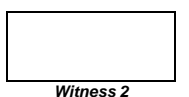
Witness 2



Employer



Witness 1



Witness 2

C2.2: BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
A	SANS 1200 A	Section A: PRELIMINARY AND GENERAL ITEMS General				
A1	8.3	Scheduled Fixed-Charge and Value Related Items				
A1.1	8.3.1	Contractual Requirements	Sum	1		
A1.2	8.3.2	Establishment of Facilities on Site				
A1.2.1	PSA 8.3.2.1	Facilities for Engineer:				
A1.2.1.1	PSAB 3.2	a) Furnished offices (1 No. office + Boardroom)	Sum	1		
A1.2.1.3	PSAB 4.1	b) Telephone	Sum	1		
A1.2.1.4	PSAB3.1	c) Name boards (2 No.)	No.	2		
A1.2.1.5		d) Carports (2 No. Covered and 1 No. Uncovered)	Sum	1		
A1.2.1.6	PSAB 5.5	e) Survey Assistant, Equipment and Materials	Sum	1		
A1.2.1.7	PSAB4.2	f) Internet Access	Sum	1		
A1.2.2	8.3.2.2	Facilities for Contractor:				
A1.2.2.1		a) Offices and storage sheds	Sum	1		
A1.2.2.2		b) Workshops	Sum	1		
A1.2.2.3		c) Laboratories	Sum	1		
A1.2.2.4		d) Living Accommodation	Sum	1		
A1.2.2.5		e) Ablution and latrine facilities	Sum	1		
A1.2.2.6		f) Tools and equipment	Sum	1		
A1.2.2.7		g) Water supplies, electric power and communications	Sum	1		
A1.2.2.8		h) Dealing with water	Sum	1		
A1.2.2.9		i) Access	Sum	1		
A1.2.2.10		j) Plant (Construction Equipment)	Sum	1		
A2	8.3.3	Other Fixed-charge Obligations:				
A2.1		a) Compliance with Health & Safety Specification	Sum	1		
A2.2		b) Construction Supervisor	Sum	1		
A2.3		c) Construction Health and Safety Officer	Sum	1		
A2.4		d) Records and Registers	Sum	1		
A2.5		e) Compliance with Environmental Management Plan	Sum	1		
A2.6		f) Establish Survey Control	Sum	1		
A2.7	8.3.4	Removal of site establishment	Sum	1		
A3	8.4	Scheduled Time Related Items				
A3.1	8.4.1	Contractual Requirements	Months	12		
A3.2	8.4.2	Operation and maintenance of facilities on site for the duration of construction, except where otherwise stated				
A3.2.1	PSA 8.4.2.1	Facilities for Engineer				
A3.2.1.1	PSAB3.2	a) Furnished offices (1 No. office + Boardroom)	Months	12		
A3.2.1.2	PSAB4.1	b) Telephone	Months	12		
A3.2.1.3	PSAB3.1	c) Name boards (2 No.)	Months	12		
A3.2.1.4		d) Carports (2 No. Covered and 1 No. Uncovered)	Months	12		
A3.2.1.5	PSAB5.5	e) Survey Assistant, Equipment and Materials	Months	12		
Total Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
A3.2.1.6	PSAB4.2	f) Internet Access	Months	12		
A3.2.2	8.4.2.2	Facilities for Contractor:				
A3.2.2.1		a) Offices and storage sheds	Months	12		
A3.2.2.2		b) Workshops	Months	12		
A3.2.2.3		c) Laboratories	Months	12		
A3.2.2.4		d) Living Accommodation	Months	12		
A3.2.2.5		e) Ablution and latrine facilities	Months	12		
A3.2.2.6		f) Tools and equipment	Months	12		
A3.2.2.7		g) Water supplies, electric power and communications	Months	12		
A3.2.2.8		h) Dealing with water	Months	12		
A3.2.2.9		i) Access	Months	12		
A3.2.2.10		j) Plant (Construction Equipment)	Months	12		
A3.2.2.11	8.4.3	Supervision for Duration of Construction	Months	12		
A3.2.2.12	8.4.4	Contractor's Company and Head Office Overhead Costs for the Duration of the Contract	Months	12		
A4	8.4.5	Other Time-related Obligations				
A4.1		a) Compliance with the Health and Safety Specification	Months	12		
A4.2		b) Compliance with the Environmental Management Plan	Months	12		
A4.3		c) Maintain Survey Control	Months	12		
A5	8.5	Sums Stated Provisionally by Engineer				
A5.1	PSA 3	Allow a provisional sum for materials control testing ordered by the Engineer	Prov Sum	1	R 150,000.00	R 150,000.00
A5.3		Detection of underground services by Specialist Equipment	Prov Sum	1	R 40,000.00	R 40,000.00
A5.4		Community Liaison Officer (CLO)				
A5.4.1		Remuneration of Community Liaison Officer (CLO)	Prov Sum	1	R 114,000.00	R 114,000.00
A5.4.2		Consumables for CLO for the duration of the project	Prov Sum	1	R 6,000.00	R 6,000.00
A5.5		Training				
A5.5.1		Training by accredited training institution (targeted)	Prov Sum	1	R 120,000.00	R 120,000.00
A5.6		Relocation and protection of services				
A5.6.1		Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under items in the schedule of quantities	Prov Sum	1	R 150,000.00	R 150,000.00
Total for Section Carried to Summary						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
B	SANS 1200 A	Day works (Provisional)				
B1	8.7	Day works (Provisional)				
B1.1	PSA 8.7	Labour:				
B1.1.1		a) Foreman	hour			Rate only
B1.1.2		b) Skilled	hour			Rate only
B1.1.3		c) Semi-skilled	hour			Rate only
B1.1.4		d) Unskilled	hour			Rate only
B1.1.5		e) Surveyor with transport, instruments and labour	hour			Rate only
B1.2	PSA 4	Plant:				
B1.2.1		a) Front loader (CAT 930 [75 kW] or similar)	hour			Rate only
B1.2.2		b) Tipper truck:				
B1.2.2.1		1) 10m ³	hour			Rate only
B1.2.2.2		2) 6m ³	hour			Rate only
B1.2.3		c) Backactors:				
B1.2.3.1		1) Excavator 100 kW, 23 ton	hour			Rate only
B1.2.3.2		2) TLB	hour			Rate only
B1.2.4		d) Compactors:				
B1.2.4.1		1) Vibrating roller (Bomag 60 or similar)	hour			Rate only
B1.2.4.2		2) Plate compactor	hour			Rate only
B1.2.4.3		3) Rammer	hour			Rate only
B1.2.5		e) Pneumatic Roller	hour			Rate only
B1.2.6		f) Generator and Breaker	hour			Rate only
B1.2.7		g) Other (Tenderer to specify)	hour			Rate only
B1.2.8		Materials:				
B1.2.8.1		a) Supplied by the Contractor under Dayworks	Prov. Sum	1	R 100,000.00	R 100,000.00
B1.2.8.2		b) Charge required by Contractor	%	100,000.00		
B1.3		Provisional Sum to Cover the Cost of Dayworks	Prov. Sum	1	R 20,000.00	R 20,000.00
Total for Section Carried to Summary						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
C		Section C: RETICULATION NETWORK				
C1	SANS 1200DB	u-PVC PIPELINES				
		SITE CLEARANCE				
C1.1	8.3.1 LI	a) Clear vegetation and tress of girth up to 1 m, stockpile and reinstate topsoil (150mm deep) along route of pipeline	m	16790		
C1.2	8.3.1 LI	b) Clear trees of girth over 1,0m and designated obstacles	No.	2		
C2	SANS 1200DB	Earthworks: Pipe Trenches				
	8.3.2	EXCAVATION				
C2.1	8.3.2 PSDB 1 PSDB13	a) uPVC Pipelines - Excavate in all materials for trenches, backfill, compact and dispose of surplus/unsuitable material for pipes up to 400mm in diameter for:				
		Over Up to and including				
C2.1.1		1) 0,00 1,50m	m	16790		
C2.1.2		2) 1,50 2,00m	m			Rate Only
C2.1.3		3) 2,00 2,50m	m			Rate Only
C2.1.4		4) 2,50 3,00m	m			Rate Only
C2.2	8.3.2	b) Extra over Item 2.2.1 above for:				
C2.2.1		1) Intermediate excavation	m ³	1679		
C2.2.2		2) Hard rock excavation	m ³	2519		
C2.3	8.3.2	c) Excavate and dispose of unsuitable material from trench bottom (Prov)	m ³	2519		
C2.4	8.3.3	Excavation ancillaries (Prov)				
C2.4.1	8.3.3.1	Make up deficiency in backfill material				
C2.4.1.1		a) From other necessary excavations on site	m ³	2519		
C2.4.1.2		b) by importation from designated borrow pits	m ³	5037		
C2.4.1.3		c) by importation from commercial or off-site sources selected by the contractor	m ³	5037		
C3	SANS 1200LB	BEDDING				
C3.1	8.2.1	Provision of bedding from trench excavation:				
C3.1.1		a) Selected granular material	m ³	672		
C3.1.2		b) Selected fill material	m ³	2619		
C3.2	8.2.2.2	Provision from approved borrow pits including all costs for additional handling and transport.				
C3.2.1		a) Selected granular material (Prov)	m ³	1511		
C3.2.2		b) Selected fill material (Prov)	m ³	8731		
C3.3	8.2.2.3	Provision from commercial or off-site sources, where ordered by the Engineer (Prov)				
C3.3.1		a) Selected granular material	m ³	134		
C3.3.2		b) Selected fill material	m ³	262		
C3.3.3		c) 19mm crushed stone	m ³	350		
C3.4	SANS 1200DB 8.3.3.4	Overhaul				
C3.4.1		a) Short haul over 0,5km up to 1,0km (Prov.)	m ³	150		
C3.4.2		b) Truck haul over 1,0km (Prov.)	m ³ .km	20484		
Total Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
C4	SANS 1200L	Medium Pressure Pipelines				
C4.1	8.2.1 LI	Supply, handle, lay, bed, joint, test and disinfect U-PVC Class "12" pipe with spigot and socket ends to SANS 966, Part 2 (1988)				
C4.1.2		a) 75mm diameter	m	13730		
C4.1.3		b) 110mm diameter	m	2680		
C4.1.4		c) 250mm diameter	m	380		
C4.2	8.2.2	Extra over Item 2.4.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings including jointing, cutting of pipes to length where required, testing and disinfecting.				
C4.2.1		Specials and Fittings in uPVC				
C4.2.1.1		90° Bends:				
		a) 75mm diameter	No.	70		
		b) 110mm diameter	No.	35		
		c) 250mm diameter	No.	2		
C4.2.1.2		45° Bends				
		a) 75mm diameter	No.	40		
		b) 110mm diameter	No.	20		
		c) 250mm diameter	No.	1		
C4.2.1.3		22½° Bends:				
		a) 75mm diameter	No.	70		
		b) 110mm diameter	No.	50		
		c) 250mm diameter	No.	1		
C4.2.1.4		11¼° Bends:				
		a) 75mm diameter	No.	25		
		b) 110mm diameter	No.	10		
		c) 250mm diameter	No.	2		
C4.2.2		Specials and Fittings in SG Iron				
C4.2.2.1		Reducers (for uPVC pipe)				
		a) 250x 110mm diameter	No.	1		
		b) 110 x 75mm diameter	No.	1		
Total Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
C4.2.2.2		Reducing Tees (for uPVC pipe)				
		a) 200 x 250mm diameter	No.	1		
		b) 160 x 75mm diameter	No.	1		
		c) 160x 110mm diameter	No.	1		
		d) 110 x 75mm diameter	No.	1		
C4.2.2.3		Equal Tees (for uPVC pipe)				
		a) 75mm diameter	No.	30		
		b) 110mm diameter	No.	2		
		c) 250mm diameter	No.	1		
C4.2.2.3		PVC pipe seal End Cap				
		a) 75mm diameter	No.	10		
		b) 110mm diameter	No.			Rate Only
		c) 250mm diameter	No.			Rate Only
C4.3	8.2.3	Extra over Item 2.4.1 for the Supplying, Fixing, and Bedding of Valves				
C4.3.1	SANS 1200L 8.2.3	Supply and Install CI RSV gate valves (socketed ends for uPVC pipe) to SANS 1123 Table 1600/3 and a cap top for key operation for the following diameters (include 15 Mpa concrete anchor block):				
		a) 75mm diameter	No.	20		
		b) 110mm diameter	No.	5		
		c) 250mm diameter	No.	1		
C4.3.2		Scour Valve (Right hand closing-flanged-drilled SANS 1123 Table 16-complete with scour tee, couplings and fittings)				
		a) 100mm valve on 110mm uPVC pipe	No.	2		
C4.3.3		Air valves				
		a) 50mm diameter ARI D-40 Air valve	No.	2		
C4.4		Supply and Install pressure reducing valves (flanged both sides) to SANS 1123 (include 35 Mpa concrete anchor block):				
		a) 75mm diameter	No.			Rate Only
		b) 110mm diameter	No.			Rate Only
		c) 250mm diameter	No.			Rate Only
C4.5	8.2.11	Anchor/Thrust Blocks and Pedestals				
C4.5.1	SANS 1200L 8.2.11	Construct anchor/thrust blocks to detail on Dwg No. for tees, 90° bends and end caps:				
		a) Concrete Volume less than 0,8m3	No.	375		
		b) Concrete Volume more than 0,8m3	No.	2		
C4.7	8.2.13	Valve Chambers				
C4.7.1		Construct meter chamber complete to detail (Type 1) including manhole cover and locking bar. Allow for painting above ground section of chamber with two coats of yellow road marking paint.	No.	1		
C4.8	8.2.8	Markings or Marker Posts	No.	5		
Total Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
C5		ERF CONNECTIONS				
C5.1	8.3.2a)	Excavation in all materials for trenches for water pipes up to 50mm diam .Rates to include backfill,compact and dispose of surplus materials. a) Up to 1,0m deep	m ³	8175		
	SANS 1200LF	ERF CONNECTION (WATER) Provision and installation of stand connections complete with reinforced saddle, fittings and couplings and HDPE Class 12 connection pipes (Excluding water meter) Refer to Drawing LPS202328SD004				
C5.2		a) Single Erf Connection	No.	500		
C5.3		b) Double Erf Connection	No.	1000		
C5.4		c) Single Erf Including road crossing	No.	500		
C5.5		d) Double Erf Including road crossing	No.	1000		
C5.6		Supply and install sensus water meter or similar approved complete with ball valve, meter box, with Consumer Valve Box complete as per Detail on Drawing No. LPS202328SD004 for Ø15mm size house connection pipe complete with all fittings and sundries including complete yard tap located a minimum of 1.0m and maximum of 5m inside property boundary to detail on Dwg No. LPS-202328-SD-004	No.	3000		
C5.7		Supply and Install a 20mm Galvanised standtap complete with 20mm colour tap and Y-standard	No.	3000		
C6	SANS 1200L	GENERAL ALLOWANCES				
C6.1		Connect new reticulation to existing reticulation pipelines or disconnect existing pipe from existing reticulation networks	No.	20		
C7		REINSTATEMENT OF ROADS				
C7.1		Gravel Roads				
C7.2		Reinstate existing gravel road with 150mm wearing course (G6) complete with 150mm subbase	m ²	250		
C7.3		Compact backfill in trenches under roadways and pathways to 95% of modified AASHTO maximum density	m ³	500		
C7.4		Asphalt surfaced / Paved roads				
C7.5		Reinstate existing gravel road with 150mm base course (G6) chemically stabilised and complete with 150mm subbase (G7) with 25mm aphsalt on prime coat / 80mm Apshalt on 20mm river sand	m ²	120		
Total for Section Carried to Summary						

Employer: Ehlanzeni District Municipality
 Project: MATSULU C WATER RETICULATION
 Project No: EDM/22/2024.25

Section D: PROVISIONAL SUMS

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
D1		<u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u>				
D1.1		Removal of illegal connections, including repairing the main pipes	Prov. Sum		R200,000.00	R 200,000.00
D1.2		Stream Crossing complete	Prov. Sum		R25,000.00	R 25,000.00
D1.3		Overheads, charges and profit on D1.1 &D1.2	%	225,000		
Total for Section Carried to Summary						

Employer: Ehlanzeni District Municipality
Project: MATSULU C WATER RETICULATION
Project No: EDM/22/2024.25

SUMMARY

Section	Description	Amount
A	Preliminary & General	R
B	Day Works	R
C	Reticulation Network	R
D	Provisional Sums	R
	SUB-TOTAL (A)	R
	Allow 10% Contingencies of Sub-Total (A)	R
	SUB-TOTAL (B)	R
	PLUS 15% VAT of Sub-Total (B)	R
	TOTAL AMOUNT CARRIED TO FORM OF OFFER	R

PART C3 SCOPE OF WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE of WORK

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Ehlanzeni District Municipality provide sustainable water supply to 3000 households in Matsulu C. This will therefore, be achieved through the upgrading of the existing water reticulation infrastructure. The focus is on the residential stands without any water reticulation.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs as far as possible for local laborers and contractors.

C3.1.2 OVERVIEW OF THE WORKS

The contract comprises of the CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION .

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities, which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Local labourers must be appointed for the project at a remuneration rate in accordance with the latest SAFCEC rates.

The contractor shall be responsible to comply with the specifications and statutory requirements.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

C3.1.3.1 Construction of water reticulation in Matsulu C Which Entails

1. Construction of 16,79km of internal water reticulation which consist of

- Site Establishment
- 75mm u-PVC Class 12 – 13730m
- 110mm u-PVC Class 12 – 2680m
- 250mm u-PVC Class 12 – 380m
- Scour Valves
- Air Valve
- Isolation Valves
- Meters & Yard connections
- Commissioning and De-establishment

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The proposed project is located at Matsulu located about 50km from Ehlanzeni District Municipality in the southern Nsikazi area to the east of Kanyamazane within the jurisdiction of the Ehlanzeni District Municipality, Mpumalanga province.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

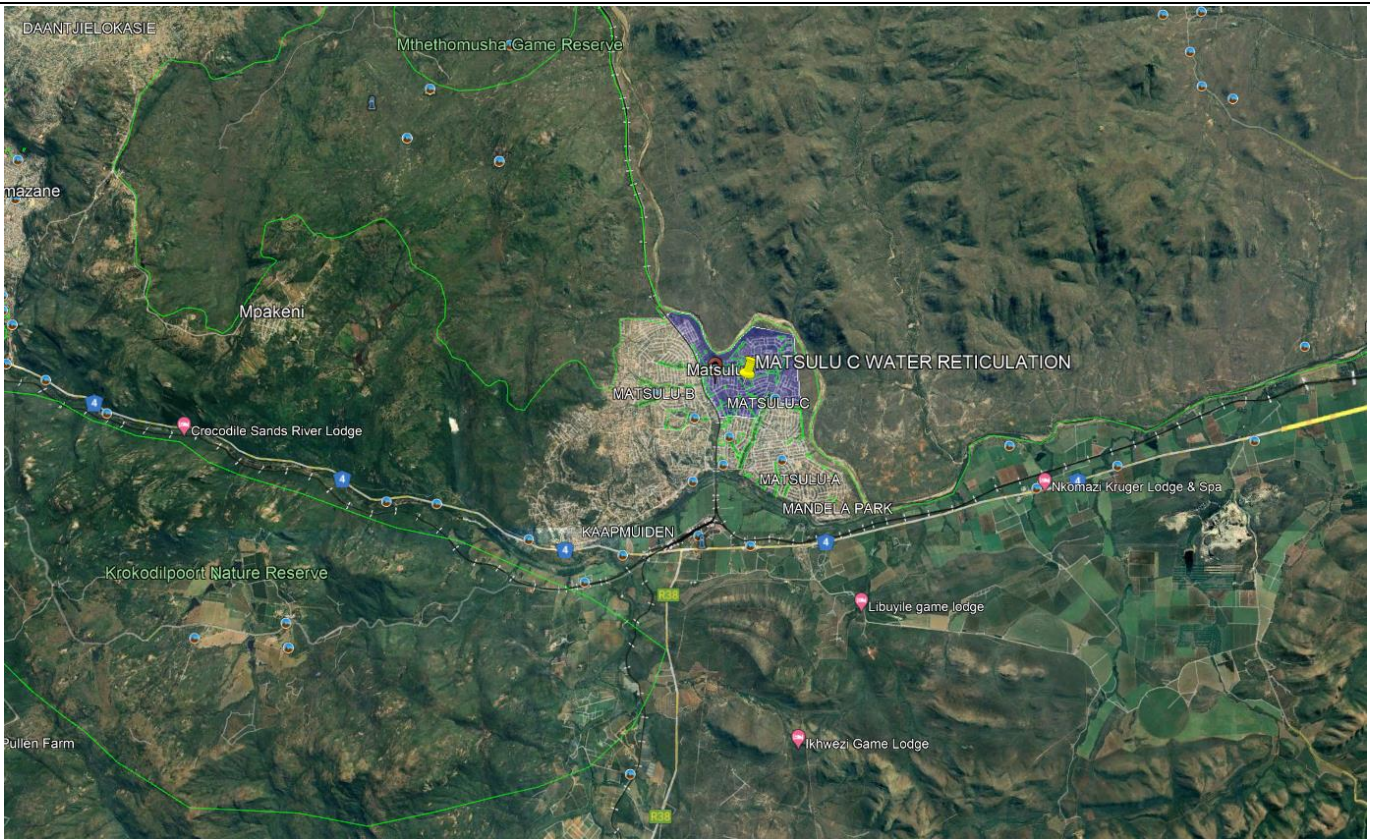


Figure 1: LOCATION OF MATSULU C

Project Name	Latitude	Longitude	District Municipality	Local Municipality
CONSTRUCTION OF MATSULU C (MASHONAMINI) WATER RETICULATION	25°29'51.48"S	31°20'56.42"E	Ehlanzeni	Ehlanzeni District Municipality

C3.1.5 TEMPORARY WORKS

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor’s offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors’ temporary works shall be at the Contractors’ discretion.
- e) The camp shall be adequately guarded during or outside working hours.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

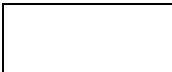
The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where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

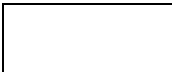
All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

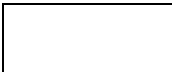
The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

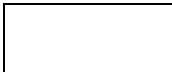
C3.2.5 DESIGN PROCEDURES

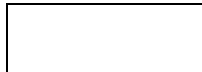
Not applicable.

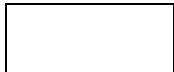

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

C3.3: PROCUREMENT

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Tenders will be evaluated in terms of the Ehlanzeni District Municipality Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Preferential Procurement Policy (PPP) of the Ehlanzeni District Municipality is applicable to this project. Refer to the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Preferred subcontractors/suppliers

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

C3.3.2.2 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.3 Attendance on subcontractors

Not applicable.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4: CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

The following specifications shall apply for the construction of the Works.

C3.4.1.1 Standard Specifications

The Standard specification, are carried out strictly in accordance with SANS 1200 "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

SANS 1200

- A - PRELIMINARY AND GENERAL
- C - Site clearance
- DB - Earthworks (pipe trenches)
- GB - CONCRETE (ORDINARY BUILDINGS)
- L - MEDIUM PRESSURE PIPELINES
- LB - Bedding (pipes)
- C3.4.1.2 - National and International Standards

The SANS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) in either these Bill of Quantities or the Specification of Materials and Methods to be used, this reference shall be deemed to read "SANS or equivalent standard."

The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the terms "scope of work"

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section C3.4.1.4

C3.4.1.3 Particular Specifications

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

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.1.4 shall prevail.

C3.4.1.4 Variations and Additions to Standard and Particular Specifications

C3.4.2 EPWP labour intensive specification

C3.4.2.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

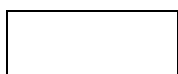
C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour

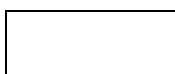
C3.4.2.2.1 Requirements for the sourcing and engagement of labour.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

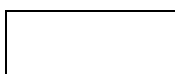
The rate of pay set for the SPWP to be obtained from the Municipality.



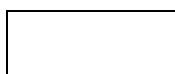
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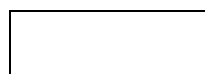
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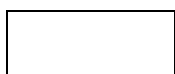
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Employer



Witness 1



Witness 2

Tasks established by the contractor must be such that:

- the average worker completes 5 tasks per week in 40 hours or less and,
- the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1.3.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

Contract participation goals: Is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C3.4.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

C3.4.3.5 Variations to SANS 1914-5

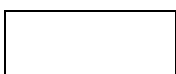
The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

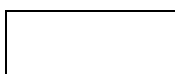
The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

C3.4.3.6 Training of targeted labour

- 1) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 2) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished



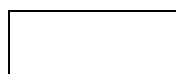
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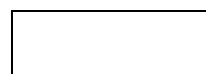
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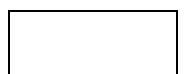
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Employer



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with a copy of this request.

- 3) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works.
- 4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 5) The contractor shall do nothing to dissuade targeted labour from participating in training programmes. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
- 6) Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Variations and Additions to Standard Specifications

SANS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.

The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.

The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designates as

Contractor

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Employer

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Witness 2

“known” services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled “Safety at Roadwork’s in Urban Areas”, as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 7 TOLERANCES

PSA 7.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance 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 then clearly not applicable all quantities for measurement and payment shall be determined from the “authorised” dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the “authorised” dimensions.

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

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

PSA 9 MEASUREMENT AND PAYMENT

PSA 9.1 Contractual Requirements (sub clause 8.3.1)

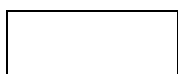
Add to sub-clause 8.3.1:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

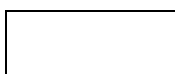
PSA 9.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

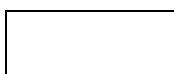
- i. The maintenance of his whole organisation as established for this Contract.
- ii. The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- iii. Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.



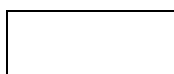
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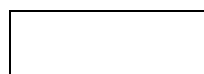
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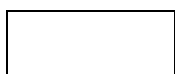
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Employer



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Witness 2

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by variation order Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December / January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 Compliance with OHS Act and Regulations (Including The Construction Regulations 2014)

unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

PSA 9.5 Accommodation of Traffic (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 A: PRELIMINARY AND GENERAL

PSA 3.1 Quality of Samples

All materials used shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

PSA 5 CONSTRUCTION

PSA 5.1 Setting out of the work and protection of beacons (Sub-clause 5.1)

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered. Clause PS 10.6 shall also apply.

PSA 5.1.1 Services (Sub-clause 5.2)

All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer's Agent at his own cost. Clause PS 10.1 shall also apply.

PSA 5.2 Watching Barricading, lighting and traffic crossings, (Clause 5.2)

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

PSA 5.3 Protection of Structures (Clause 5.3)

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Clause PS 10.2 shall also apply.

PSA 5.7 Safety

Add the following:

The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

The Factories, Machinery and Building Work Act (Act 22 of 1941)
The Explosives Act (Act 26 of 1956)
The Mines and Works Act (Act 27 of 1956)
The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtained from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).

The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.

All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.

All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.

The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times. Where adequate safety precautions are not being observed, the Employer's Agent may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

The Contractor shall display on a prominent place the following emergency information:

Local Police: Telephone number
Local Ambulance: Telephone number
Local Fire Brigade: Telephone number
Nearest Doctor
Name
Telephone number (office hours)
Telephone number (after hours)
Consulting room street address

The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document.

PSA 6.2 Degree of accuracy (Sub-clause 6.2)

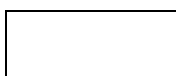
Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

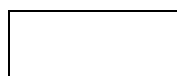
PSA 7 Testing (Sub-clause 7)

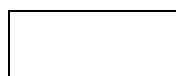
The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

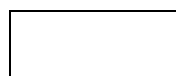
The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

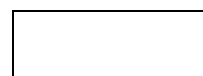
The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control. The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

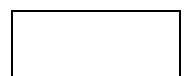

Contractor


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Witness 2


Employer


Witness 1


Witness 2

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.2 Laboratory (Sub-clause 5.2)

A Laboratory for the use of the Employer's Agent Representative is not required on site. A commercial laboratory approved by the Employer's Agent and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 Statistical analysis of control tests (Sub-Clause 7.4)

Statistical control methods will not be applied under this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 2

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3 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 Engineer whenever needed.

- One automatic level plus tripod,
- One level staff, all graduated metrically and
- One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

PSAB 4.1 Survey Assistant ((New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

“The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing.”

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

“Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site.”

PSC 3 MEASUREMENT AND PAYMENT

PSC 3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

PSC 3.2 Removal of Brickwork, Reinforced And Unreinforced Concrete (New Clause) unit: m3

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 DA: EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

PSDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSDA 1.2 (a) and (c).

PSDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 DEFINITIONS AND ABBREVIATIONS (Clause 2.3)

Add the following:

“The Contractor’s attention is drawn to the definitions of formation level as defined in SANS 1200 M.”

PSDM 2 CLASSIFICATION OF EXCAVATION (Clause 3.1)

Clause PSDA 1 will apply for this clause.

PSDM 3 SUBGRADE

The minimum CBR of the sub grade layers at 93% modified AASHTO maximum density shall be 15.

PSDM 4 CONSTRUCTION (Clause 5)

PSDM 4.1 Treatment of Road Bed (Sub Clause 5.2.2.3)

(a) Preparation and Compaction of Road Bed

Add the following:

“Where road bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% Modified. AASHTO density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent S.S.G. or subbase layer, as the case may be. To this end the Engineer may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.”

PSDM 5 USE OF MATERIALS (Sub Clause 5.2.2.3 & 8.3.4)

In addition to the requirements of Clause 5.2.2.3, the order of excavating cuts shall be arranged to minimise the double handling of material.

PSDM 6 TRIMMING, GRADING AND COMPACTING OF SIDEWALKS (New Clause)

After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the sidewalk shall be finished off to the lines and levels shown on the drawings or as directed.

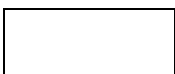
Shortfall material shall be imported from the designated borrow pit and mixed with the existing, reshaped and compacted to levels as directed.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance, which may arise due to his operations on the sidewalk, whether from the natural ground surface or topsoil layer, until the Engineer accepts the verge.

PSDM 7 TRANSPORT

PSDM 7.1 Free haul (Clause 5.2.8.1)

Notwithstanding the provisions of Clause 5.2.8.1, all movements of cut and fill material shall be free haul.



Contractor



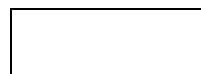
Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSDM 8 MEASUREMENT AND PAYMENT (Clause 8)

PSDM 8.1 (a) Cut to Fill, Borrow to Fill

Add to Subclause 8.3.4(1) the following:

“Where fill material is borrowed from trench excavations the rate shall include the selection from the sides of trenches, transporting, if necessary, stockpiling, preparing, processing, shaping (including forming side channels and benching if applicable), watering, mixing, compacting to the densities specified and finishing the slopes of fills.”

The fill material from commercial sources required for formation levels and undercuts shall be a minimum G7 quality material

PSDM 8.2 PSDM 8.3 Surface Finishes

Add to Subclause 8.3.13 the following subclause (c):

“The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under item 8.3.4.

PSDM 8.3 Construct Selected Layers using Imported Material Compacted to 95% Modified AASHTO (New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SABS 1200 G: CONCRETE (STRUCTURAL)

PSG 1 MATERIALS

PSG 1.1 Applicable Specifications (3.2.1)

Add the following:

All cement types shall comply with the requirements of SABS ENV 197-1

For this contract only OPC CEM I, Class 42.5, cement shall be used.

PSG 1.2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

PSG 2 PLANT

PSG 2.1 Ties (4.5.3)

Add the following:

Permanent metal ties shall have a minimum concrete cover of 40mm after formwork has been removed.

Tie holes shall be filled with “Durabed” grout supplied by ABE or similar approved. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PSG 3 CONSTRUCTION

PSG 3.1 Fixing (5.1.2)

The welding and the use of heat in cutting high tensile deformed bars (Y bars) shall not be permitted without the approval of the Engineer.

PSG 3.2 Cover (5.1.3)

The reinforcement shall be fixed with the minimum cover as specified on the drawings.

In the case of walls, columns, roof slabs, the minimum specified cover should be attained by one of the following methods, or as approved by the Engineer.

by using “cover block” manufactured from dense, strong cement/sand formed in a block with wire ties, cured under water for a minimum period of 7 days.

by the use of plastic spacers, set in an orientation so that no pockets of air can be trapped beneath them during vibration of the concrete.

PSG 4 FORMWORK

PSG 4.1 Design Of Forms

Forms shall conform accurately to the shape, lines, levels and dimensions of the concrete as shown on the drawings.

The design of formwork and supports shall be the responsibility of the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Forms shall be designed as to support their mass, the load exerted by wet concrete and the vibration, construction or other loads that they may be subjected.

All timber shall be free from holes, loose knots, cracks, splits, warps or other defects likely to affect the strength or appearance of the finished structures.

Wedges and clamps shall be used in preference to nails for securing the form components and wire ties or tie bolts in reinforced concrete, and must be capable of removal after use, except as otherwise specified.

PSG 4.2 Classification of Finishes (5.2.1)

Notwithstanding Sub-clause 5.2.1, finishes shall be classified as rough or smooth, as follows:

Rough

Concealed surfaces and surfaces more than 200mm below final ground level

(b) Smooth

All surfaces not classified as “rough” in paragraph (a) shall be classified as “smooth”. All exposed areas, unless other indicated, shall be chamfered 20mm x 20mm by means of a fillet fixed to the formwork.

PSG 4.3 Removal of Formwork (5.2.5)

Add the following:

Removal of forms shall be determined by means of cubes cast with the concrete and cured in accordance with S.A.B.S. 863. The removal shall be carried out under the personal supervision of the Foreman, only after the permission of the Engineer has been obtained and in such a manner that the concrete is not jarred, vibrated or otherwise damaged.

Where test cubes to determine stripping times are not made, the minimum periods which shall elapse between the time of the placing of the concrete and the time of removal of the forms, shall otherwise agreed with the Engineer, be in accordance with the table hereunder, where each day covers a full 24 hour period.

Delete Table 2 and replace with the following:

Minimum stripping Times in Days

	CEM I	CEM I	CEM II	CEM II	CEM III	CEM III
Type of structural Member of Formwork	Normal Weather (Above 15o C)*	Cold weather (Below 5oC)*	Normal Weather (Above 15o C)*	Cold weather (Below 5oC)*	Normal Weather (Above 15o C)*	Cold weather (Below 5oC)*
Beam sides, wall or unloaded cols	1	2	2	4	2	6
Slabs, with props left underneath	4	7	5	8	6	10
Beam soffits. Props left underneath	7	12	8	14	10	17
Removal of Slab Props	10	17	10	17	12	21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Removal of beam Props	14	21	14	21	18	28
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*Average daily temperature of the atmosphere adjacent to the concrete as measured by a maximum and minimum thermometer.

PSG 5 CONCRETE

PSG 5.1 General (5.5.1.1)

Concrete shall comply with the requirements for strength concrete. (See clause 5.5.1.7)

The maximum cement content for all grades of concrete shall not exceed 450kg per m3 without the permission of the Engineer. In addition, the following will be applicable for this project:

The concrete must be resistant to mild acid with a PH of approximately 6. This may be facilitated by slowing the progress of the reaction by using a calcareous aggregate (e.g. limestone) which is susceptible to acid attack and will help to neutralize the acid. Coarse aggregate used must be as large as possible i.e. 26.5 mm to reduce the proportion of paste in the concrete which is vulnerable to acid attack. Fine aggregate must be well graded and able to produce a dense, impermeable matrix that will resist the ingress of aggressive materials. The grading curve given in Fulton’s concrete technology and referred to as the preferred grading must be used and not the grading given in SANS 1083. A high proportion of cement i.e. a minimum of 350 kg/m3 must be used to ensure a sufficient content of Ca(OH)2 which is vulnerable to acid attack. This minimum cement content must be used irrespective of the water/cement ratio requirement for a 35 MPa concrete. The concrete must be resistant to attack by sulphates which are present in sewage. A cement must be used which is resistant to expansive reactions due to sulphates. The best cement available for this purpose will be a 50/50 blend of ground granulated blast furnace slag and clinker cement.

Curing of concrete

Curing of concrete by means of surface water retention or use of an acceptable curing compound must be included to improve the impermeability of the concrete surface to chemical ingress.

Permeability and resistance to chemical attack can be enhanced by using the various proprietary materials available for the purpose which can be used as a coating, either barrier or penetrating. Information must be obtained from the manufacturer/supplier and included in your submission.

PSG 5.2 Sample and Trial Concrete mixes

The concrete mixes for the grade of strength shall be designed by an approved design laboratory. The Contractor at his own cost shall supply to the laboratory samples of the cement and aggregate he proposes to use for the works. The proposed slumps and proportions of the materials to be used for each grade of concrete shall be submitted to the Engineer for his approval.

No structural concrete shall be placed on the job until the Contractor has satisfied the Engineer as to the suitability of the mixes concerned.

Trial panels for durability concrete (W class concrete)

As part of the durability class concrete mix design approval process, trial panels shall be constructed on the site (or at the laboratory) before construction of structural elements commences, to ensure that the contractor can successfully achieve the oxygen permeability and sorptivity targets set for the in-situ concrete with method of construction to be adopted. Each trial panel shall be constructed using the same type of concrete mix, shuttering type, placing and curing methods (including application rates of curing compounds if applicable) as to be used on the final structural element to be constructed. The dimensions

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

of such a trial panel shall be 0.40m wide, 0.60m high and 150mm thick. The panel shall be constructed vertically. It is suggested that 2 lifting hooks be cast into the panel to facilitate lifting, moving or disposal of panel. It most likely will be that one trial panel will be required for substructures (piers, columns, retaining walls, etc) if the same grade concrete is specified for all substructures.

The test area for taking of cores (taken in horizontal direction) shall not be less than 100mm from all horizontal and vertical edges. The number of cores to be extracted and tested is described below.

Test panels for durability concrete (W class concrete)

During casting of concrete on site, test panels shall be constructed on the site adjacent to where the concrete element is being placed. Each test panel shall be constructed with the same concrete, shutter type, compaction and curing methods being used in the element being cast (including same vibrator frequency and curing compound application rates), and be left to cure for 28 days adjacent to the concrete element. Thereafter it shall either be cored on site or transported to the laboratory for testing of the required durability parameters. The dimensions of the test panels shall be 0,4m wide, 0,6m high and 150mm thick and be cast vertically to simulate vertical casts of the substructures and vertical faces of all structures. It is suggested that 2 lifting hooks be installed at both top ends of the test panel to assist with transport. For precast concrete, test panels will not be constructed, as cores will be drilled from the concrete elements at the Precast yard before being placed at its final location. For the horizontal faces of Columns/Surface Bed Slabs, Water Retaining Walls and All bases/foundations, test panels will also not be constructed. Instead cores will be extracted from the top surface of the test panels.

The frequency of the testing and number of cores to be extracted is described under below.

The test area for the taking of cores (taken in a horizontal direction) shall not be less than 100mm all horizontal and vertical edges.

Testing for concrete durability

Durability predictions for durability concrete prefixed 'W' will be based on the following tests that shall be carried out by an accredited laboratory approved by the Engineer:

- Oxygen permeability
- Water sorptivity
- Chloride conductivity

Notes:

The test methods shall be as described below.

For test no's (i) and (ii) (and (iii) when required), cores of 70 ± 2mm diameter shall be extracted from the test panels when the concrete reaches the age of at least 28 days and tested.

Test No. (iii) may only be required where specified (e.g. within a chloride environment along the coast or where chlorides are present in ground water).

NUMBER OF CORE RESULTS REQUIRED FOR A SINGLE SAMPLE FOR DURABILITY TESTING

Durability Parameter	No. of Core Results
a. Sorptivity	1
b. Oxygen Permeability	2
c. Chloride conductivity	1

* Test undertaken only if specified and within a chloride environment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Number of test panels required for durability testing

Element	No. of Test Panels to be taken
Water Retaining walls	1 (per element/pour)2
All bases/foundations	1 (per element/pour)2
Columns/Surface Bed Slabs	1 (per element/pour)2

Note:

Test panels required to be cast vertically. Additional cores required to be extracted from roof slabs/beams, i.e. in-situ cores.

Note that where group of elements are cast on the same day, only one test panel will be required, but only if the same grade concrete is used.

For cores to be extracted from precast elements, the engineer will indicate the positions at which the cores will be extracted. Filling of the holes left by the drilling of the cores shall be the responsibility of the contractor and shall be carried out using an approved proprietary non-shrink repair mortar so as to restore structural integrity and durability of the structural element tested.

The methodology and latest revisions for the durability index tests are available at the University of Cape Town’s web address at www.civil.uct.ac.za.

Testing for concrete cover

Concrete cover testing shall be conducted using an approved calibrated electromagnetic cover meter, able to comply to requirements as defined in linear and block scans and has the ability to save and calculate data measured.

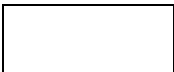
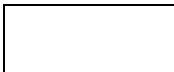
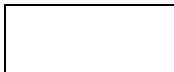
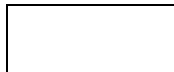
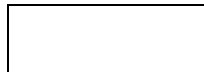
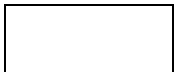
The testing (non-destructive) shall be conducted to confirm that the specified depth of concrete cover has been achieved. The cover meter tests shall cover at least 1m² for every 20m² surface area of concrete placed. Readings shall be taken to identify individual bars, with at least 3 readings at 100mm spacing on every single bar within 1m². The cover meter must be calibrated whenever being used to test for cover on each project. Standard Calibration block must be used on each project, and where substantial testing is required, the calibration block shall be kept on site. Cover meters shall comply with the relevant modern standards (e.g. EN55011, 50082-1, 6100-6-1, 6100-6-2, 6100-6-3, 6100-6-4 and BS18881 Part 204).

Critical elements for cover surveys are Columns/Surface Bed Slabs, Water Retaining Walls and All bases/foundations. The engineer will identify other critical areas required to be surveyed. Should any of these areas shows deficiencies, the engineer may order additional cover tests on other areas at the contractor’s costs.

The procedure for testing for depth of reinforcement from concrete surface shall be in accordance with the manufacturer’s requirements for the relevant electromagnetic cover meter. All cover meters shall be calibrated on site under the control of the engineer. The number of readings taken of the layer of rebar closest to the concrete surface to each 1m² to be tested shall be such that an accurate average cover can be determined for the tested area. For the purposes of calculating the average depth of cover bars that have covers 15mm or greater than what is specified shall be capped at specified cover plus 15mm in the calculations.

Example, where Specified cover = 40mm, test as 35mm, then apply limits, $85\% * 35 = 30\text{mm}$.

Quick Scan readings are to be taken perpendicular to the layer of rebar closest to the concrete surface for each scan area (+/- 30 per m²), so that an average cover to reinforcement can be determined for the tested area.

					
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

Readings are to be taken to identify individual bars within each 1m2. At least three cover readings, at 150mm spacing, per an individual bar shall be shown in the test results but only overall cover measurement would be used for payment purposes. Reports generated by the equipment shall be used for determining payment. Where more than 10% of readings are below specified lower limit, the area shall be re-scanned, by Image, Block or Grid scan method, to verify the average cover.

Cognizance to be taken of the effect to cover depth measured, where spliced bars are measured in same area as single bars. The size of rebar shall be corrected manually on the device by means of applying the following formula (approximately 1.41 x diameter of rebar as shown in design).

Where insufficient cover are established before placing of concrete, e.g. Starter bars from base not correct position, remedial action to be performed before continuing with next concreting – these actions to be clearly recorded and area identified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SABS 1200 GB: CONCRETE (ORDINARY BUILDINGS)

PSGB 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications as well as the construction of cement screeds and waterproofing of concrete roof slabs.

PSGB 2 GENERAL

PSGB 2.1 WATERPROOFING

Waterproofing materials shall be transported, handled and stored with care and laid strictly in accordance with the manufacturer's instruction. A clean, dry, smooth, firm and structurally adequate base with a fall of at least 1 in 50 (depending on the material selected) is required with drainage to gutters and/or rainwater outlets on roof edges, as relevant. Attention shall be given to the detailed design of openings, projections, gutters, down pipes and finishes to make adequate provision for run-off water and to minimise blockages.

Corners and edges shall be covered or angle-rounded. Run-off over the edges of slabs shall be eliminated as this causes stains to the building. Fillets of 75 x 75 mm shall be provided at upstand corners.

The necessary gradient for waterproof membranes are normally provided on top of structures in low-density screeds and then finished, if necessary, with a cement/mortar topping.

PSGB 2.2 CEMENT SCREEDS

CEMENT

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

Mechanised plant e.g. scabblers or abrasive blasters must be used for complete removal of all laitance from the existing surface of the floor slab. Dust pollution should be kept to a minimum during these operations. Once the coarse aggregate of the slab is exposed, all dust and debris should be removed, surface thoroughly wetted and maintained for approximately 12 hours. A bond coat (1:1 mix of cement and fine sand) should be spread evenly over the surface using a stiff fibre brush. The screed must be laid and compacted in 1 layer.

Screeds and toppings shall be of sufficient quality to provide a firm base. The following screed characteristics are suggested for waterproofing purposes:

Compressive strength of at least 25Mpa at 28 days;

Steel-trowel finish (light);

Drying shrinkage of less than 0.2% when tested in accordance with the testing conditions specified in SABS 836;

Minimum screed thickness of 40mm;

Maximum moisture content of screeds:

Applications with a density of less than 500 kg/m³ : 10%

Applications with a density exceeding 500 kg/ m³ : 7%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The screed should be cast or sawn into panels that do not exceed 9m² to cater for drying shrinkage and to control cracking.

PSGB 3 MEASUREMENT AND PAYMENT

PSGB 3.1 Cement Screeds for:

- (a) 25mm screed on floors unit: m²
- (b) 25mm screed on roof slabs unit: m²

The unit of measurement shall be the square metre of exposed surfaces to be screed.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, etc of the materials necessary for the screed, including mixing and laying of screeds currents and falls and forming of sundry items such as fillets, etc complete. The tendered rate shall also cover the cost for forming of screeds around outlets, waste and of all scaffolding, temporary supports, hoisting facilities, etc.

PSGB 3.2 Waterproofing of roof slabs with Derbigum or similar approved unit: m²

The unit of measurement shall be the square metre of the horizontal and vertical surfaces of waterproofing to the approval of the Engineers. All turn-ups and turn-downs will be deemed to be included in the area measured for the waterproofing and will not be paid for separately.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, moving, installing and fixing the waterproofing system complete with all necessary sundry items, such as flashing strips, dressing waterproofing around pipes and into outlets and channels. The tendered rate shall also cover the cost of cutting and waste and for scaffolding, hoisting facilities, etc.

SANS 1200 GA: CONCRETE (SMALL WORKS)

PSGA 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications.

PSGA 2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

SANS 1200 LB: BEDDING (PIPES)

PSLB 1 SCOPE (Clause 1.1)

This section includes bedding for pipelines.

PSLB 2 BEDDING MATERIALS (Clause 3.4.1)

PSLB 2.1 Source of material

It is anticipated that selected fill will have to be obtained from commercial sources.

PSLB 2.2 Selective excavation for bedding materials

Notwithstanding the requirements of Clause 3.7 of SANS 1200 DB and Clause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, selective method of excavation and plant shall be adopted by the Contractor as to enable him to avoid burring or contaminating material that is suitable and is required for bedding. The details contained in SANS 1200 LB shall be used for all relevant bedding details as applicable.

PSLB 3 CRUSHED STONE BEDDING (New clause)

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13.2 or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion.

PSLB 4 FREEHAUL (Clause 8.1.6)

All material for bedding cradle and selected fill obtained from excavations on site shall be regarded as free haul. No overhaul will be payable for obtaining bedding material from within the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 LE: STORMWATER DRAINAGE

PSLE 1 SCOPE (Clause 1.1)

This section includes for the supply and installation of storm water drains pipes and all inlet and outlet to the drainage system. This section also includes for the construction of channels and berms, and subsoil drainage.

PSLE 2 MATERIALS (Clause 3.1)

The storm water pipes including couplings shall be concrete pipes (various sizes as indicated in the schedule of quantities) to SANS 677 manufactured with OGEE type joints. The Contractor at each joint shall provide a 300 mm wide wrapping, or rubber collar.

PSLE 4 CONSTRUCTION

PSLE 4.1 PIPES INTO MANHOLES/CATCHPITS (New Clause)

Pipes may protrude up to 300mm into a manhole/catch pit. This relaxation will only be permitted if the pipe does not have to be cut. The “dead space” formed at the end of the manhole is to be suitably benched off to prevent the collection of silt and rubbish.

PSLE4.2 “AS-BUILT” DETAILS (New Clause)

The Contractor shall submit as-built levels, distances between manholes and the grades of pipelines for which he requires payment; at the time he submits his monthly payment claim. A sample form is obtained from the Engineer.

PSLE 5 MEASUREMENT AND PAYMENT

PSLE 5.1 Supply and Install Manholes, Catch pits, etc. (Subclause 8.2.8)

Delete the words “but excluding excavation and backfilling, which will be measured separately” and replace with “including dealing with any excavation in all materials (including disposal of surplus) which is additional to that measured under the item for pipe trench excavation (see subclause 8.2.3 of SANS 1200 DB)”.

PSLE 6 SUBSOIL DRAINAGE

PSLE 6.1 General

Details of subsoil drainage are shown on the relevant drawings.

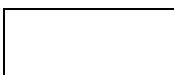
Subsoil drainage will be provided where shown on the drawing and/or where directed by the Engineer and at downstream ends of sections, subsoil pipes will be connected into stormwater catchpits or manholes.

PSLE 6.2 Materials

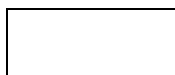
Subsoil pipes will be HDPE with the materials complying with the relevant requirements of SANS 533 and will have push fit couplings. Three rows of water intake slots, 1.2mm wide, will be symmetrically arranged around the apex of the pipe (220°) with a flow channel at the bottom of 140°.

The pipe must be able to withstand loads in excess of 70kN/m with a minimum infiltration rate area of 5000mm² /m with a minimum ring stiffness of 450kPa.

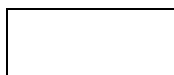
Geotextile will be as specified in Clause 3 of SANS 1200 LE Stormwater Drainage and shall be needle-punched Grade E (160 g/m²), or equivalent approved products.



Contractor



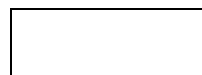
Witness 1



Witness 2



Employer



Witness 1



Witness 2

Sand backfill to subsoil drains will consist of sand conforming to Table 1 of SANS 1083, compacted to 100% modified AASHTO maximum density.

Stone surround to the subsoil pipe shall consist of 19.0mm coarse aggregate.

PSLE 6.3 Construction

Trench bottom preparation will be in accordance with the applicable requirements of SANS 1200 DB Earthworks (Pipe Trenches). Unless amended by the Engineer, the pipe perforations are to be positioned at the invert of the pipe.

Pipes will be laid with a minimum fall of 1 in 100 and will be jointed strictly in accordance with the pipe suppliers' instructions.

Geotextile will be wrapped around the stone which surrounds the pipe (as shown on the drawings), with a minimum overlap of 200mm, and will be fastened in such a way that it remains correctly wrapped after the sand backfill is placed.

At the upper end of the subsoil drain, the pipe will be closed with an impermeable cap or rodding-eye that can be removed for the purpose of testing and cleaning the subsoil drain. At the lower end, where the pipe connects to a catch pit or manhole, the pipe connection through the wall of the drainage structure will be neatly finished off, with the geotextile folded in, to contain the stone.

Sand bedding, stone and backfill will be placed as specified in the applicable sections of SANS 1200 DB Earthworks (Pipe Trenches).

PSLE 6.4 Tolerances

Tolerances will be as for SANS 1200 LE (Stormwater Drainage)

PSLE 6.5 Testing

Density testing of the sand backfill will be as specified in Clause 7 of SANS 1200 DB Earthworks (Pipe Trenches).

PSLE 6.6 PSLE 6.6 Measurement and Payment

Excavation will be as for SANS 1200 DB (Pipe Trenches).

PSLE 6.6.1 PSLE 6.6.1 Subsoil pipes unit: m

The rate will cover the supply of the pipes complete with couplings and jointing materials, their inspection, transport and handling, laying of pipes, provision of rodding-eyes, jointing, building pipes into manholes, inlets or other rigid structures and all cutting and wastage of materials.

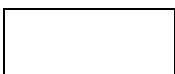
PSLE 6.6.2 19.0mmStoneLayer unit: m3

The volume will be computed from the dimensions shown on the drawings.

The rate will cover the supply of the stone (no haulage payable separately) and placing of the stone around the pipe to the required dimensions.

PSLE 6.6.3 Sand backfill unit: m3

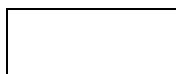
The volume will be computed from the specified trench width, the length called for, and the depth instructed on site, with the volume of the pipe and stone being deducted.



Contractor



Witness 1



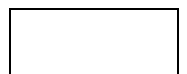
Witness 2



Employer



Witness 1



Witness 2

The rate will cover the supply of the sand (no haulage payable separately), placing of the sand in the required stages (which will include raising the height of the sand backfill in separate operations to match the levels of the pavement layers as they are placed), and compaction, trimming and wastage.

PSLE 6.6.5 Geotextile blanket unit: m2

The area will be computed from the perimeter of the wrapped stone plus the overlap multiplied by the length.

The rate will cover the supply, handling, wrapping, trimming and wastage.

PSL SANS 1200 L: MEDIUM PRESSURE PIPELINES

PSL 1 SCOPE

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

PSL 2 MATERIALS (Sub-clause 3.1)

PSL 1.1 CI PIPES FITTINGS AND SPECIALS

Add: " All cast iron fittings to be cement mortar or coated with Rilsan or fusion-bonded epoxy"

PSL 1.2 STEEL PIPES, FITTINGS AND SPECIALS

Delete sub items 3.4.2 and 3.4.3 and replace with the following:

"All steel pipes, fittings and specials, larger than 150mm diameter to be 4.5mm wall thickness, grade B steel to SANS 719/1971.

All steel pipes, fittings and specials, 150mm diameter and smaller to be heavy duty to SANS 62.

All bolts, nuts and washers to be stainless steel.

All steel pipes, fittings and specials to be Rilsan coated. "

PSL 1.3 uPVC PIPES AND SPECIALS

uPVC pipes and specials to comply with to SANS 966 part 1 specification.

PSL 1.4 FLEXIBLE COUPLINGS

Add: "The shortest length of pipe which may be used in the pipeline is 0,5m, thus the shortening of an adjacent pipe may be necessary so as to ensure compliance with the position of the specials. When pipes of 1,0m or less, in length, are used they shall be jointed by means of C.I. short collar detachable couplings".

PSL 1.5 Flanges and Accessories

Add to sub-clause 3.8.3:

"The insertion piece shall be such as to cover the full face of the flange (i.e. the O/D). Bolts and nuts shall comply with SANS 135. Drilling shall conform to BS4504 Table 16/11".

PSL 1.6 Loose Flanges

With regard to sub-clause 3.8.4 the following standard shall apply:

"Bolts and nuts shall comply with requirements of SANS 135".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL 1.7 VALVES

Delete the contents of this Sub-clause and replace by:

“Only one type of valves is acceptable:

- a) Wedge gate type valve

Valves shall comply with the requirements of SANS 664-1989 as amended, and shall bear the SANS quality mark. A test certificate as per Clause 3.5.20 of compliance with SANS 664 will be acceptable.

Valves shall display the following features;
A minimum of 250 microns coating of Rilsan Nylon 11.
Class 16

Clockwise closing
Non- rising spindle type with cap.
May have spigotted, socketted or flanged end connections. When flanged valves are specified, the drilling shall be to Table 16/11 of BS 4504”.

PSL 2 CONSTRUCTION (Sub clause 5)

PSL 2.1 General

Add to sub-clause 5.1.1

“The center line of the pipeline shall normally be 2,5m from the road reserve boundary inside the road reserve. The pipeline is to be laid continuously and leaving gaps for fittings will not be allowed.

PSL 2.2 Depths and Cover

Unless otherwise shown on the drawings or instructed by the Engineer, cover to pipes shall be as follows: -

During Construction:

Where construction traffic is liable to cross over pipes, they shall be laid so that there is not less than 0,75m of cover over the pipe. Road crossings shall be constructed after the construction of the road layers has reached the stage where 0,75m cover is available.

Pipes beneath Verges and Open Spaces:

The tops of pipes beneath verges shall be not less than 0,75m and not more than 1,25m below the final verge level.

Supply Connection:

The tops of pipes shall not be less than 450mm and not more than 600mm below the final road surface.

Pipes beneath existing roadways:

The tops of pipes beneath a road shall not be less than 1m and not more than 1,25m below the road level.

PSL 2.3 SETTING OF VALVES, SPECIALS AND FITTINGS

Add to Clause 5.3:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"The hydrant shall be bolted to the tee such that the outlet is in line with the pipeline. Valves shall be positioned opposite the erf splay peg at intersections".

PSL 3 TOLERANCES

PSL 3.1 CONTROL POINTS

Add: "Valves shall be located as indicated on the plan layout opposite the boundary peg of the erf, and to within a longitudinal tolerance of 100mm."

PSL 3.2 ALIGNMENT (PLAN AND LEVEL)

Add to last sentence: "provided this does not result in a reversal of the grade of the pipeline."

PSL 3.3 Testing of pipelines

PSL 3.3.1 Test pressure (sub-clause 7.3.1)

All pipes shall for test purposes be assumed to have a working pressure of 600kPA for class 6 pipes, 900kPA for class 9 pipes, 1200kPA for class 12 pipes and 1600kPA for class 16 pipes. Test pressure for field-testing shall be 1.25 times the working pressure. The Contractor shall allow for the testing of pipes in short sections so that the difference in minimum and maximum pipe elevation does not exceed 60m for class 6 pipes, 90m for class 9 pipes, 120m for class 12 pipes and 160m for class 16 pipes.

PSL 3.3.2 Method of testing

The Contractor shall provide an approved test pump, an accurate water meter, sealed pressure gauge, tested and certified by an independent testing organization, and all other equipment, materials and labour required for the test.

The section of pipeline to be tested shall be clean and closed off at the ends by isolating valves, end caps or approved end-closure pieces. Free ends shall be firmly strutted against solid supports or trust blocks designed to withstand safely 2 times the calculated and thrust under maximum test pressure. It shall be incumbent on the Contractor to establish the need for blank flanges or isolating valve flanges in order to limit leakage rates past gates, blades and seals.

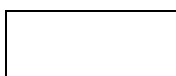
During this initial filling stage, the pipeline joints and all specials, fittings and valves shall be visually inspected for visible leaks and same rectified before proceeding with the test.

The pressure shall be maintained for one hour and if a pressure drop occurs, more water shall be added to reinstate the test pressure and the valve closed again. The quantity of water added shall be measured by recording the readings before and after pumping.

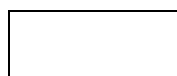
This procedure shall be repeated for a period of 24 hours, with water added at hourly intervals where necessary to reinstate pressure and water meter reading recorded. At the end of the 24-hour period, the aggregate quantity of water required to reinstate pressure over 24 hours shall be determined.

The contractor shall give the Engineer 48 hours written notice of his intention to commence pressure testing and the Engineer may attend and supervise all or any part of tests. All records and recording charts shall be handed to the Engineer as soon as tests over any section have been completed.

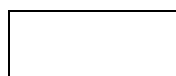
All valves, specials, fittings and exposed joints, shall be inspected visually during the 24 hours pipeline test and all visible signs of leaks, sweating and distress shall be reported and attended to without delay.



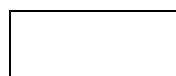
Contractor



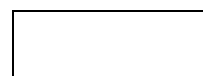
Witness 1



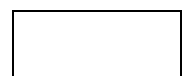
Witness 2



Employer



Witness 1



Witness 2

PSL 3.3.3 Remedial Measures

Should the maximum leakage limits as specified be exceeded; the contractor shall determine the position and cause of the leaks and shall take remedial measures at his own expense and to the satisfaction of the Engineer to stop such leaks to ensure the specified degree of water tightness.

If during the contract period of maintenance, the number of leaks and other defects is considered by the Engineer to be more than could reasonably be expected from a well-laid pipeline operating under normal conditions, he may order the contractor to retest parts or the whole of the pipeline at the Contractors own expense and no claims for escalation in costs or for whatever other reasons the Contractor might consider to submit claims shall be considered, except where such retests are the result from damages caused to the pipeline by the Employer.

PSL 3.4 Anchor / thrust blocks and pedestals

Dimensions at all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than seven (7) calendar days in advance.

PSL 4 MEASUREMENTS AND PAYMENT

PSL 4.1 Supply, lay and bed of pipes complete with couplings Unit: m

Notwithstanding the provision of sub clause 8.2.4, 8.2.6 & 8.2.7, separate items will not be scheduled for the cutting of pipes. The rates tendered shall include the supply & fixing of extra coupling, supply & installing joints special couplings, and the encasing of joints.

PSL 4.2 Extra over PSL 4.1 for the supply lay and bed of fittings and specials complete with couplings

Notwithstanding the provision of sub-clause 8.2.4, 8.2.6 and 8.2.7, separate items will not be scheduled for the cutting of the pipe. The supply and fixing of the extra couplings, supply and installing joints with machined collars and special coupling, and the encasing of joints will therefore be deemed to be included in the rates tendered.

[Signature Box]

Contractor

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Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SANS 1200 ME: SUBBASE

PSME 1 SCOPE (Clause 1.1)

This section also covers the construction of 150 mm thick G5 gravel subbase layer in roadway.

PSME 2 SUBBASE MATERIALS (Clause 3.2.1)

Delete subclause (a) to (c) and replace with:

“(a) The subbase material required shall be a G6 quality material as specified in Table 3B (under SANS 1200 M: Roads (General))

PSME 3 PLACING (Subclause 5.4.1)

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

SANS 1200 MF: BASE

PSMF 1 SCOPE (Clause 1.1)

This section covers the construction of a 150mm thick C4 sbalised G5 material.

PSMF 2 MATERIAL (Clause 3.1)

The base material shall consist of a graded, gravel aggregate from a commercial source, which shall comply with the requirements specified in PSMF3

SANS 1200 MM: ANCILLARY ROAD WORKS

PSMM 1 SCOPE

Add the following clause 1.1(d):

(d) This specification also covers the construction of Flora or similar approved protection works.

PSMM 2 MATERIALS

PSMM 2.1 300mm Block (New Clause 3.5)

Due to the numerous proprietary brands of gravity earth retaining systems, all with their particular design parameters, the gravity earth wall design is based on the Flora Block retaining system, with the following requirements: -

The blocks shall be cast in concrete with a minimum 28 days cube strength of 25 Mpa. All aggregates, and the concrete in general, shall conform to the requirements of GA: Concrete (small works)

The Block shall be of the “open back” type.

The proposed blocks shall have a unit mass equivalent to that as set out below:

Block	Equivalent Unit Mass Requirements
Flora B 300	500kg/m ²

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The block shall be able to resist sliding shear of 14kN per linear meter by means of a shear nib cast monolithic with the block.

The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.

The blocks shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or blocks with any other defects shall be rejected by the Engineer's representative.

PSMM 3 SUPPLY AND INSTALL 300 GRAVITY RETAINING BLOCKS (Clause 8.6)

unit: m2

The rate shall include for its supply, cutting and waste.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS – MECHANICAL AND ELECTRICAL

MECHANICAL

Pricing

The limits of the mechanical engineering scope of the works are to the outside of the steel fittings were converted to uPVC which includes the steel to uPVC adaptor on all mechanical installations. This includes all internal pipe work, valves pumps and fittings to specifications the specifications laid out below and in the bill of quantities.

The civil contractor is to construct the units allowing boxouts or recesses were required to the mechanical contractors' requirements. The onus is on the mechanical engineer to ensure pre inspection of such openings to ensure correctness prior to required installation date.

All pricing to include

All health and safety standards referred to as the SANS 10142-1 and government gazette requirements relating there to.

The preparation of and supply for approval of GA drawings.

Supply, manufacture, store and deliver to site.

Installation and Commission and up-hold the Hand Screen for 12 months retention period.

The Tenderer/Contractor to submit the technical data on the equipment.

The Tenderer/Contractor must include in his prices all O&M training on the supplied & installed equipment.

The Tenderer/Contractor must only price IE3 premium efficiency motors for the equipment.

Training

The training of clients proposed staff to meet the requirements of operator levels inclusive of recognized NQF level of certification for position of employment

The training of staff in O&M during the 12-month retention period on the special characteristics the supplied & installed equipment.

Mechanical Specifications

Iron and Steel Specifications

All steel in contact or proximity to the water to be stainless steel grade 304 inclusive of bolts washers and other fixings

All peripheral steel to be pre-manufactured prior to being hot dipped galvanized to EN 10240:1999 and ISO 1461:1999 on coatings on fabricated iron and steel articles

Iron and Steel Pipe work

All mild steel pipes shall be spirally, and butt welded

For the design of pipe fittings and specials, care must be taken to allow adequate spacing for bolts, flange adaptors, anchor blocks, etc.

All mild steel pipes and fittings/specials shall be designed, manufactured, tested and inspected in accordance with the latest issues and specifications of - SANS 719: Steel Grades A, B and C - SANS 1431: Steel Grades 300 WA and 350 WA - API 5L: Steel Grades X42, X46, X52, X56 and X60 - EN 10025-2: Steel Grade S355JR + AR (where specified for specials)

All mild steel pipes and fittings shall be externally coated and internally lined, a two-component cross linked epoxy that complies with the requirements of SABS 1217. The Target Thickness of lining must be (minimum 500 µm and maximum thickness 800 µm). Maximum dry film thickness per coat of 125 µm to 250 µm must be achieved. The pipe material must be prepared as required in the epoxy manufacturer's specifications.

Flexible couplings shall be manufactured from hot rolled asymmetric steel T sections with a profiled rolled steel sleeve and accommodated with an EPDM gasket. All bolts shall be of D cup head low carbon steel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All flexible couplings shall be fusion bonded powder coated.

All flanges shall be manufactured from mild steel in accordance with SANS Table 1123 and finished to an acceptable machined finish. 1.1.5. Bolts and nuts for flanges / couplings All bolts and nuts shall be SANS 1700 Gr 8.8 mild steel or hot dipped galvanised to SANS 763.

Valves

Isolating valves

All valves shall be anticlockwise, LEFT-HAND closing. All sizes are nominal (DN) with a minimum working pressure rating of 16 bar (PN) which are suitable for dealing with a maximum working pressure of 1 600 kPa.

All gate valves shall be the RSV type (AVK, or similar approved, PN 16 minimum pressure, to SABS 664, cap top, non-rising spindle and anti-clockwise closing and shall be internally and externally epoxy-coated

Butterfly valves

Butterfly valves (Sal valve, Bermas, Gurnick Ainsworth should be considered in cases where the pipe diameter is greater than 300 mm, with approval from the engineer.

Butterfly valves shall be of the gearbox-operated system, flanged and drilled to SABS 1123.

Butterfly valves shall be of the worm gear operated system. The valve body shall be cast from SG 42 iron with integral shaft hubs and an operator mounting flange in stainless steel. The valve disc offset shall be of a single eccentric type with a highly efficient hydrofoil profile to maximize the open flow area and cast from the same material as the body. The valve seals shall be precision injection molded from Nitrile rubber and fitted within the body perimeter. Valve bearings shall be of the low friction PTFE type where no lubrication will be needed. Manual gear operators shall be of quadrant worm reducers, keyed to the valve shaft and fitted with hand wheel or cap top positioning bolts for disc adjustment. Valves may be painted with a primer coat and a final enamel, but preferably fusion bond powder coated.

Pressure and Flow Control Valves

All PRV's and FCV's (Cal-Val, Bermas or similar approved and shall be properly designed and installed and housed in a reinforced concrete chamber.

Valves Material Standards

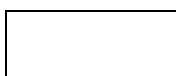
The typical reduction ratio of PRV's is $\pm 1:3$. Systems that operates at higher pressures may require the PRV installations to be designed in a series configuration.

For ease of maintenance and repair, the use of smaller diameter PRV's is preferred. However, should 500 mm diameter PRV's be required, suitable lifting equipment must be provided.

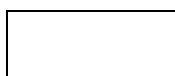
FCV shall be hydraulically operated globe valves. The inner valve assembly shall be top and bottom guided by means of bearing bushings. The inner valve assembly shall be the only moving part and shall be securely mounted on an AISI 316 Stainless Steel stem. Lower grades of Stainless Steel shall not be acceptable. The Stainless-Steel stem shall be provided with wrench flats for ease of assembly and maintenance. Wrench flats will be fully accessible when inner valve is assembled.

All pressure containing components shall be constructed of ASTM A536-65 / 45 / 12 ductile iron. Valves shall be provided with smooth frictionless motion and maximum low flow stability with actuation being achieved by the use of Rolling Diaphragm technology.

Plant equipment supply



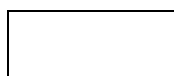
Contractor



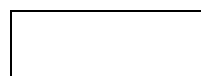
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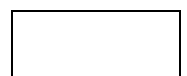
Witness 2



Employer



Witness 1



Witness 2

Valves shall have a protective fusion bonded epoxy coating internally and externally to a minimum of 250 microns. The protective fusion bonded epoxy coating shall conform to the ANSI / AWWA C116 / A21.16 (current version) specification.
No machining of any external parts after final coating will be acceptable to ensure a continuous coating surface throughout the entire valve.

The valve cover shall have a separate stem cap giving access to the stem for alignment check, spring installation and ease of assembly. Valve bonnets shall be accurately located to bodies utilizing locating pins. Locating pins shall eliminate corrosion resulting from the use of uncoated ductile iron to ductile iron surfaces. Valves with lipped spigot covers shall not be acceptable due to risk of rust and difficulty in assembly.

Valves shall have the AISI 316 Stainless Steel seat and shall incorporate a two-piece seat and bottom guide design. The valves shall form a drip-tight seal between the stationary stainless steel seat ring and the resilient disc, which has a rectangular cross-section and is retained by clamping on three- and one-half sides. The resilient disc shall be constructed of EPDM for normal service conditions.

All external fasteners shall be AISI 18-8 Stainless Steel with AISI 18-8 Stainless Steel washers. Mild steel studs or bolts will not be acceptable.

All repairs and maintenance shall be possible without removing the valve from the line. To facilitate easy removal and replacement of the inner valve assembly and to reduce unnecessary wear on the guide, the stem shall be vertical when the valve is mounted in a horizontal line.

Each valve shall be air tested prior to shipment. The standard test shall include leakage test, seat leakage test, and stroke test. The valves shall be covered by a minimum three years (3) warranty against defects in materials and workmanship. The stainless-steel seat shall be covered by a lifetime replacement warranty.

The auxiliary control system shall be fitted with a large filter assembly, to prevent fouling of the control system. This filter shall be fitted with a transparent drain cap, which allows maintenance personnel to inspect the strainer, without the need to shut of the system, or remove the strainer from service. The main valve body shall be fitted with a visual position indicator, to offer the maintenance personnel visual indication of the valve position, as well as opening and closing speed controls.

The strainer shall have an integral blowdown valve and discharge tube for facilitate the ease of maintenance.

Air Valves

All air valves shall be Vent-O-Mat type or similar approved.

1.1.7.4. Non-return / reflux / check valves NRV's / reflux valves / check valves may be swing check type with a PN 16 minimum pressure rating. The valves shall be suitable for either horizontal or vertical mounting with the angle of the door ensuring that closure starts at the point where forward flow declines.

The disk and hinge shall be fixed in the valve bonnet for easy access and maintenance. The body configuration shall be such that friction losses are minimized. The disc shall be fully encapsulated with rubber to prevent corrosion and ensures a drop tight shut-off, while the seat shall be hydraulically pressed into the body. The valve hinge shall be designed to adjust itself accurately to the plane of the seating under load.

Arm-weight type NRV's can also be considered if on prior approval by the consulting engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Flow / water meters

All 300 mm diameter and above flow meters are to be electromagnetic flow meters and shall be Class 16, to be supplied, delivered, installed and commissioned.

The flow meter shall be of the electromagnetic type, utilizing pulsed DC excitation and shall be microprocessor based. It must be capable of measuring flow rate and flow total in both directions, with two independent totalizers to give flow for network management purposes. There shall be separate isolated analogue (4 to 20 mA) and pulse outputs (volts free) for forward and reverse flow. These outputs shall be fully user configurable.

The meter shall offer lifetime stable zero so that routine zeroing is not required. The meter shall automatically indicate zero flow under empty pipe sensor conditions.

Condition monitoring of the sensor, transmitter and interconnection cable shall be available to provide verification of long-term satisfaction field system operation. This shall be traceable and shall conform to ISO 9000 series quality standards. The meter shall be designed and manufactured under the ISO 9000 series quality standards. The meter shall have lay lengths to current ISO standards for magnetic meters to facilitate interchangeableness of products.

The wetted materials shall be compatible with, and suitable for, the appropriate application. An internationally recognized

Pumps

Pumps manufactured by (Grundfos, Gorman Rupp, Flight) should be considered in all cases to suite pumping requirements deviations to this must be approved by the client/engineer.

All dry running pumps are to be Centrifugal self-priming pumps as per the billed specified item, complete with base plate, high efficiency motor and coupling. The pumps are to operate as 1 duty 1 standby have individual suction pipes with isolation valves installed as per civil drawings details.

Condition monitoring of the sensors, transmitter and interconnection cables shall be able to achieve the designated duty head and required flows.
All pumps shall account for the minimum NPSH requirement at invert level of its structure and to be able to cope with raw sewage contaminates.

All pipe work to conform SANS 1600/3

All pumps to be fitted with isolation valves, ball type non return valves, dismantling couplings and air release valves for ease of maintenance taking into cognizance continued operations on removal of pumps for maintenance purposes.

All pumps to have a Glycerin filled pressure gauge on the suction and delivery end of each pump.

All submersible pumps to be fitted with guide rails and galvanized chains for ease of removal during maintenance purposes. All pumps are to conform to billed items and to of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electrical

2.1 CONTRACTOR DESIGN AND OBLIGATIONS

The Contractor shall be responsible for the workshop drawings and wiring diagrams required for the manufacturing and installation of motor control centres , buildings and instrumentation.

2.2 QUALITY OF MATERIALS

Only materials of first-class quality shall be used and all materials shall be subject to the approval of the employer’s agent prior to installation. Departmental specifications for various materials to be used on this contract such as department public works and infrastructure standard electrical specification (section A, B and C) are not attached but form part of this specification and available on the department website and from the employer’s agent on request.

Wherever applicable the material is to comply with the relevant South African Bureau of Standards, department of public works and infrastructure electrical specifications which are available or to IEC Specifications, where no SANS specifications exist.

Materials wherever possible, must be of South African manufacture.

2.3 TRAINING AND MAINTENANCE DURING DEFECT LIABILITY PERIOD

The Contractor shall inform the Engineer on the completion of the project and provide training to the person(s) responsible for the operation and maintenance of the project. The training shall be conducted for a period equivalent to 8 hours, starting with the basic information and getting into detail as time progresses. The training will be scattered into a minimum of 2 days.

Training shall not be conducted unless materials and planned procedure is approved by the Engineer and the client representative. The number of personnel to attend the training shall be determined by the Client and contractor to ensure they all have training material as may be required.

During the defect liability period, the Contractor shall be responsible for the complete maintenance of equipment and plant according to the suppliers/manufacturer’s specifications. Maintenance of the installation shall mean the regular servicing, lubrication, repairing, cleaning and adjustment of the installation as recommended by the manufacturers as well as the free of charge replacement of any defective components during this period.

A suitably qualified and trained person shall routinely and regularly examine and test the installation once every 3 months and shall also perform all the necessary maintenance tasks to ensure smooth and faultless operation. A quarterly report shall be submitted to the Engineer.

The Contractor shall immediately, on the day of first call-out, attend to breakdown/emergency calls. In the event of non-performance by the Contractor in this respect, the employer shall be entitled to make such other arrangements as are necessary, the cost of which shall be for the Contractor’s account or deductible from any outstanding retention monies.

A logbook shall be kept and all servicing and repairs shall be recorded in this logbook with meticulous care. The logbook shall at all times be put at the disposal of the Engineer. The Contractor shall issue the logbook with full record of all services and repairs to the employer after the defect liability period has expired.

2.4 OPERATION AND MAINTENANCE MANUALS

Three (3) sets of comprehensive operating instructions and maintenance procedures shall be provided on completion of the commissioning of the installation

One draft copy shall be submitted for scrutiny PRIOR To any commissioning.

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2.5 FIRE EXTINGUISHERS

Portable fire extinguishers containing liquefiable gaseous halons for Class S, B, C and E fires shall be installed. Areas with a room floor area not exceeding 50m² shall be equipped with a 2.5kg unit and rooms bigger than 50m² shall be equipped with a 4kg unit and equivalent mass of smaller units. In structures where more than one room is incorporated, housing different hazardous points, each room shall be equipped with appropriate extinguishers, e.g. a generator room with a separate fuel store.

Portable extinguisher shall comply with SANS 0105. Fire extinguishers shall be installed near exits or along exit routes in conspicuous and unobstructed positions and marked with conspicuous signboards. The extinguisher must be so installed that the carrying handle is 1.25m above floor.

Extinguishers that are to be mounted outside and adjacent to the main entrance door shall be mounted with a suitable cupboard.

2.6 PLANNING AND PROGRAMING

The Contractor shall provide and maintain a detail construction program indicating duration of all manufacturing processes, transportation, delivery and installation dates.

There are no constraints on the execution of the work. However, any disruption of the normal working of the plant must be planned and co-ordinated in conjunction with the Engineer and Client

2.7 SEQUENCE OF WORK

The electrical works shall be coordinated with the mechanical and civil works to ensure smooth execution.

2.8 OTHER CONTRACTORS ON SITE

Should other contractors be required on site coordination between the concerned parties would be essential and this should not interfere with the works under this contract in any significant way.

2.9 ELECTRICAL SPECIFICATION

2.9.1 MOTOR CONTROL CENTRE (MCC)

The MCC is to be manufactured from 3CR12 with a minimum thickness of 1.5mm. The MCC is to be light orange with smooth white back plates, finished from baked enamel with dry fill thickness of at least 0.1mm. Immediately after cleaning all surfaces shall be covered by a rust inhibiting, tough unbroken metal-phosphate film and then thoroughly dried. The paint shall have an impact resistance of 5,65 J on cold-rolled steel plate and a scratch resistance of 2kg.

The MCC shall be IP 54 rated and shall be specifically sized for the equipment for which it is to house. The MCC shall be designed in such a way that adequate heat dissipation is accomplished in order to prevent any de-rating of equipment or premature tripping of circuit breakers or any other electrical devices.

Variable Speed Drive (VSD)

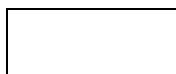
All electrical motors motor shall started using variable speed, only the submersible pump motor shall start using direct online starter. Each variable speed drive shall be rated at the rating of the motor and shall digital keypad and display screen with keys such as run, stop/reset, forward or reverse, hand, auto, and menu etc. It shall be designed to fit inside the MCC and shall have a built-in active front end rectifiers to reduce harmonics. It shall be rated at minimum input voltage of 230V phase to neutral and 400V phase to phase and shall have a minimum overload tolerance of 120% of rated current for at least 1 minutes every 5 minutes and a minimum 160% of rated current for 3 seconds during every 25 seconds.



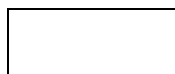
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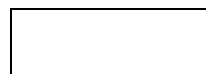
Witness 1



Witness 2



Employer



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2.9.2 CONTROL PHILOSOPHY OF THE WATER TREATMENT MOTORS

Modes of operation

The equipment shall operate in three modes of operation 'AUTO', 'MAN' & 'OFF' and shall be available via a 3- position selector switch on the control starter panel door.

With the selector switch selected in 'AUTO' the control shall be as follows:

The equipment will automatically flip flop, starting and stopping according to the start and stop conditions as stated above.

All fault and alarm conditions will need to be reset manually from the pump station when selected in 'AUTO'. With the selector switch selected in MAN' the control shall be as follows:

In the manual selected position, the pumps shall be started manually by means of separate start and stop push buttons for each pump.

Manual operation is not to be the normal mode of operation and is only to be used for testing and maintenance purposes, therefore the operation shall be manned at all times during such operation with skilled and trained operators.

With the selector switch selected in 'OFF' the control shall be as follows:

No control shall be possible and any previously running equipment shall stop. Pump & Motor Protection
The following pump and motor protection shall be available in the operational modes indicated in the table below:

TYPE OF PROTECTION	AUTO	MAN	OFF
Short circuit & overcurrent protection	x	x	
Over & under voltage	x	x	
Phase sequence & imbalance	x	x	
Low & high level (float switch)	x	x	
Motor high temp	x	x	
Phase angle / Under load Protection	x	x	

Any fault condition that occurs must be indicated by an illuminated indication light and prevent any further operation of the pump until the reset push button has been pressed. Only once the fault has been cleared and the reset button pressed should the indication light go off and normal operation allowed commencing. All protection and float control circuits must be wired failsafe.

2.10 DE-COMMISSIONING OF THE EXISTING PANELS

The existing electrical equipment is to remain in service until the new MCC has been installed and commissioned for a trouble-free period of at least 1 week. Only once a trouble-free period of 1 week has been reported to the Engineer shall permission be granted to the contractor to proceed with the de-commissioning and upgrading of the existing. Should this not be a viable solution a new plan shall be established and presented to engineer for approval. The newly established plan shall ensure that the Hospital has enough water all times.

2.11 LIGHTNING PROTECTION

All equipment in the control MCC shall be adequately protected against lightning and lightning induced

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disturbances on the control and power cables. Suitable lightning suppressors, surge arrestors and circuit breakers shall be provided to suit the particular application.

2.12 GENERAL ELECTRICAL REQUIREMENTS

The Contractor shall refurbish the general electrical installation on site including all small power outlets and luminaries.

E.13 LOW VOLTAGE (L.V.) CABLES AND TRENCHES

Supply and install the following L.V. cables. The cables shall comply with the requirements of SANS 1507 as amended. The cables shall be of the PVC/PVC/SWA/PVC type.

2.14 IDENTIFICATION OF CABLES

Cables shall be identified at all terminations by means of punched metallic bands or marked with labels or tags. (Refer also to SANS 10142). The use of PVC tape with punched characters is not acceptable. The identification numbers of cables shall be shown on "as built" drawings of the Installation.

2.15 TESTING

Each cable shall be tested after installation in accordance SANS 1507 (up to 1 kV) and SANS 97 (up to 11 kV) as well as the requirements of the Local and Supply Authorities.


LV Cables shall be tested by means of a suitable megger at 1 kV and the insulation resistance shall be tabulated and certified.

The Contractor shall make all arrangements, pay all fees and provide all equipment for these tests. The cost of testing shall have been included in the tender price.

The Contractor shall notify the Department/Engineer timeously so that a representative of the Department may witness the tests.

On completion of the tests on any cable, the Contractor shall without delay, submit three copies of the certified Test Reports to the Department/Engineer.

2.16 NEW LUMINAIRES

Description/Specification	Typical Fitting
Surface mount 40W LED luminaire with 4000lm and dimensions of (LxWxH) 1270 x 86 x 90 mm shall consists of an injection-moulded, flame-retardant polycarbonate housing and prismatic diffuser. A powder coated white reflector and control gear tray upon which all electrical components shall be mounted and secured by means of multiple twist lock latches to secure the reflector to the housing. Silicon sponge seal shall be moulded into the housing to ensure an optimal seal between the housing and the prismatic diffuser. Two of the stainless-steel latches shall facilitate the hinging of the diffuser and ensure correct alignment when closing the diffuser. It shall be designed to operate LEDs of up to 65W. The luminaire shall come complete with constant current driver, 1.7 to 2.3kg weight, mains tolerance of ± 10% at 230V voltage supply, line frequency of 50Hz, Class I electrical safety class, 10kV/10kA surge protection, power factor of ≥ 0.95, operating temperature of -30 to +35° C, enclosure tightness of IP 65 and mechanical withstand impact of IK07.	

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Description/Specification	Typical Fitting
<p>Surface mount 13W LED luminaire with 2000lm and dimensions of 280mm diameter shall have base and trim ring manufactured from of high pressure die-cast marine grade, the trim ring casting shall be mounted onto the base casting by means of stainless steel M5 Allen head screws located outside the lamp compartment. The base and trim shall be finished with epoxy powder coating. An opal non-discolouring high impact acrylic injection molded diffuser shall be used and shall offer excellent vandal resistance, be highly translucent and shall not discolour even when subjected to the harshest UV environments. A silicon sponge gasket shall be fitted into a special groove in the diffuser to prevent damage to the gasket during installation and to achieve the certified ingress protection rating of IP65, It shall be designed to operate LEDs of up to 13W. The luminaire shall come complete with 300mm supply lead, constant current driver, mains tolerance of $\pm 10\%$ at 230V voltage supply, line frequency of 50Hz, Class I electrical safety class, 10kV/10kA surge protection, power factor of ≥ 0.95, operating temperature of -20 to +35° C, and mechanical withstand impact of IK08.</p>	
<p>Wall mount (flood mounting) 55W 24LED luminaire with 7012lm and dimensions of (LxWxH) 3396mm x 249mm x 63mm shall have body manufactured from marine grade aluminium, high-impact polycarbonate protector and painted finish, housing shall be corrosion-resistant high- pressure die-cast and shall provide access to photometric engine and electronic assembly in case of upgrading or replacing components. The luminaire shall have certified ingress protection rating of IP66, It shall be designed to operate LEDs of up to 55W. The luminaire shall come complete with constant current driver, mains tolerance of $\pm 10\%$ at 230V voltage supply, line frequency of 50Hz, Class I electrical safety class, 10kV/10kA surge protection, power factor of ≥ 0.95, operating temperature of -20 to +60° C, and mechanical withstand impact of IK10.</p>	

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2.17 CONDUIT AND WIRING

Galvanised plain-end steel conduit shall be used for lighting and power installation, all conduit shall be chanced into wall unless an agreement between the engineer and contractor has been reached to have it surface. All wiring shall be channelled through conduit throughout the installation and 2.5mm² single core stranded conductor shall be used for lighting and 4mm² shall be used for single phase socket-outlet points unless. Provisional quantities of conduit, wiring and small power outlets have been included in the bills of quantities. Instructions as to the final requirements will be issued during the construction stage. All items will be re-measurable.

E2.18 TELEMETRY

The Contractor will be responsible for the supply, installation and commissioning of a new telemetry system. The Telemetry units will be wall mounted on enclosures manufactured from 3CR12, with baked enamel finish. All Telemetry radios are to operate on the 433.05 - 434.79Mhz licence free bandwidth. All telemetry shall be 12 VDC operated with battery backup. A minimum standby time of 24 hours is required.

E2.18.1 TELEMETRY EQUIPMENT

System Overview

The telemetry system supplied will be used for remote monitoring and control to various designated sites.

The system shall not only allow for units that accept direct I/O (e.g. digital, analogue, pulses) but also gateway units that allow direct interfacing to common industrial protocols (e.g. Modbus, Modbus Plus, Ethernet/IP, Profibus, DF1) commonly employed by various PLC vendors as well as third party equipment manufacturers.

It shall therefore be possible to have a combination of both wireless I/O and wireless gateways in a single telemetry system that can scale as the system requirements dictates. The system aims for easy setup and maintenance (by the supplier as well as end-user if necessary). The software to configure and maintain the radios shall be made freely available with this system.

It is strongly advised that radio path testing is undertaken where uncertainty lies on the reliability of the radio signal strength. The radio telemetry system shall operate in the 430 – 450MHz range with a software-adjustable RF transmit power level of up to 5W.

Principle of Operation

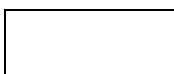
Radio transmissions must occur when an input signal changes (change-of-state). That is, when a digital (e.g. switch contact) input turns off or on, or when the value of an analogue input changes by a pre-configured amount (delta-change), a radio transmission should occur. There should also be regular update transmissions (configurable) to check the value of the input signals and to insure the integrity of the communications signal. The communications status shall be made available as an alarm output. In the event of a communications failure, it shall be possible to reset digital and analogue outputs to zero.

Input signals should be transmitted in a data frame which shall include the address of the transmitting module (and repeaters if used), the address of the destination module, and a CRC error check. The error check will be used to ensure that there is no corruption of the data frame during transmission. The same radio module shall have digipeating (digital repeating) capabilities as well. It shall also be possible to have peer-to-peer communications between modules – this means that wireless units can transmit directly to any other wireless unit, and can also transmit to multiple wireless units. There are no master units and no slaves and it shall be possible for all input signals to be transmitted to multiple destinations.

Each module should have handshaking capabilities over the air so that if transmitting module is suppose to receive an acknowledgment from the receiving module, and the transmitting module does not receive this acknowledgment, it should have retry capabilities. It must be possible to flag a communications failure via a



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digital output on the unit.

General Specifications Power Supply:

The unit should incorporate an internal switched-mode power supply design that will accept an input voltage of 230V +/-10% tolerance supply. The unit should also have a built-in battery charger to allow for an uninterrupted power supply and internally automatically switch to 12V battery backup in the event of a power failure. On return of main supply, the unit must switch back to mains operation, and charge the battery. It must also be possible to power the unit directly from a 12V battery at the battery terminals. The unit should have the ability to communicate its current state in real time to the RTU, giving the operator the ability to monitor and log voltages and currents as well as battery and AC state. The radios power circuit must have built-in intelligence and should be able to automatically alarm on loss of mains supply, loss of solar charging or low battery voltage and it should be possible to transmit these alarm signals to remote modules as digital output signals.

Inputs / Outputs Description:

See the technical specifications table below to a description of the I/O capabilities of the radio modules.

RS232 Port:

The serial port must be a 9 pin DB9 female and should provide a connection to a terminal or to a PC for configuration and testing. The port should not be used for radio data communications except in the case of wireless gateways where it could be used for interfacing to a host device such as a PLC.

RS485 Port:

All telemetry modules will have I/O expansion capability via the RS485 port in the event that outstations I/O count needs to be expanded. The units must be expandable with up to 31 remote I/O units on the RS485 bus and mounting distances of up to 1200m from the radio should be achievable. The expansion I/O should consist of several options that include Digital, Analogue and Pulse input / output variations.

Software Configuration:

The units should be easy to configure via standard Windows-based software. Programming the units can be done via a straight serial cable to the RS232 serial port. It must also be possible to extract the software configuration from the module.

The configuration software should be project-based and a single project file shall be used for the complete telemetry installation. There shall be password protection facilities for the project file to prevent unauthorized use. There software shall log and store data as required by the client for future use or reference.

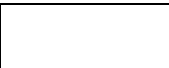
Diagnostics and Testing:

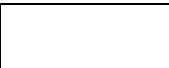
The unit should provide diagnostic and test functions by connecting a PC terminal to the module. It should be possible to test both I/O and communication functions. The unit will include a radio strength measurement, which provides an indication of background noise as well as received radio strength. This feature shall allow radio paths to be tested without any additional specialized test equipment. In the case of wireless Gateways, it should be possible to read and write to the actual units data registers for testing and diagnostic purposes.

Summary of Minimal Technical Specifications for Radio Telemetry Equipment. Remote Terminal Unit

Item	Minimum Specification
Communication	Data Radios, Cell SMS, Cell GPRS, RS232/485 and Ethernet etc
	Real-time I/O device, Intelligent Data Logger, Remote time stamping of event and logged data, Configurable and programmable from the Picasso Configuration Toolbox, modular and easily expandable, EMI Protection, Programmable with PLC Languages, Industrial standard


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Item	Minimum Specification
Features	high speed processor, On-Board 1Meg-Word Flash and Gig-Word non volatile RAM, On-Board Real-time clock and watch-dog timer , On-Board LED's indicating the Digital Input and Digital Output Status , Communication Orchestrator, Build to ISO 9000 Standards, 24 I/O's on the main processor board, DIN,8 AIN,8DOT,connects to interface modules such as I/O lightning protection units, galvanic isolation units for AIN's and 10A Interposing relay modules.
Analog Inputs (AIN)	8 Inputs, 12 Bit Resolution, 0.1 % Accuracy, Single ended, Additional AIN on expansion modules,
Digital Inputs (DIN)	8 Inputs, with LED status display, Opto-Isolated, 5 kV isolation and Additional DIN on expansion modules to accommodate all I/Os
Digital Outputs (DOT)	8 Outputs with LED status display, Open Collector, 250mA sinking per channel and additional DOT on expansion modules
Other Specifications	Voltage: 9 to 17Volts DC,120mA power consumption,2 x RS232 ports (300 to 57600 bps) RJ45(EIA-561 Compatible)
Data Reporting	Data shall be capable of being reported to any SCADA on the communication network. It shall be capable of being configured to send text messages to mobile cell phone users to report alarms

Digital Input Surge Protector

Item	Minimum Specification
Features	Digital input lightning protection, No isolation available on the module.
Supply Voltage DC	Minimum 9V, maximum 15V and standard 12V
Physical Dimension	61mm x 42mm x 80mm (LxWxH)
Connection Sockets	14-Way Ribbon to the RTU or I/O Modules, 2 x 8 way termination connectors, 4 Way Power Supply 12V+, Ground.
Protection	10kA per channel and maximum input voltage 30Vdc
Channel (I/O)	Four channels

Power Supply

Item	Minimum Specification
DC supply	13.8V (tunable), max 4.3A (split between DC output and battery charge)
AC supply	Input: 90~264VAC, 47~63Hz
Battery supply	Battery charge: max 1.5A
Battery	Low Maintenance Battery 12Volt 18Ah
Rated Power	60W
Protection	Short circuit, overload and over-voltage protection, Battery low, battery polarity protection



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Data Radio

Item	Minimum Specification
Transmission Power	2W
Working Frequency	433MHz, options 402-470MHz
Power Consumption	DC5V Power, receiving current <50mA, transmitting current <1.5A/2W (<1A/1W); Sleeping current < 1mA.
Receiver Sensitivity	-112dBm
Working Temperature	-40°C~+85°C
Output/ Input Interface	RS 232, RS 485 and TTL
Power control	One sleeping model, awoken from hardware
Circuit Structure	Radio adopts chip integration, the conversion time for transceiver should be short less than 20ms, all indications consistency and better performance
High Anti-Interference and Low BER (Bit error Rate)	Based on the GFSK modulation mode, it shall adopts the efficient communication protocol. The actual bit error rate shall be 10 ⁻⁵ ~10 ⁻⁶ when channel bit error rate is 10 ⁻² .

Technical Competency

The supplier of the telemetry system must have experience with the radios being supplied and should either have undergone basic training or provide an authorized letter from the local agency indicating that they are able to offer sufficient technical support on the telemetry system.

Service and Maintenance

The type of telemetry system deployed should ensure that in the event of the end user not getting satisfactory service from the supplier, they are able to seek assistance and technical support from an alternate supplier. The radio configuration software and all future revisions of it should be freely available to the end-user.

Warranty

The radio telemetry modules used must ensure long-term reliable operation. A limited lifetime warranty from the manufacturer should be included as standard on all radio telemetry modules supplied.

E2.19 SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) SYSTEM

SCADA system shall provide supervisory control, monitoring and management of water system, by acquiring and analysing the data from these remote stations. It shall gather the real-time data from the stations, presents the data on various HMIs, records and logs the data on SCADA database management.

Radio telemetry shall gather data from other stations to the main station and the data shall be transferred from main station to the SCADA system via fibre, however the system shall be capable of gathering data from any other station during communication breakdown.

The system shall be so designed to allow addition of future stations which shall be added and form part of the entire system at later stage.



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Witness 2



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Witness 2

SCADA system shall store received data which shall also be used for trending, alarming, reporting and archiving, this system shall be capable of sending an alarm via sms to the relevant stakeholders in the event of unattended alarm.

The supply and installation of the system shall come complete with the software, ADSL, correctly sized computer to cater for current installation and water stations which shall be added at a later stage and any other accessories which are required to supply a complete operational system.

The system shall have as a minimum, an operating system of 64-bit windows 8.1 Professional, i7 processor, 8 GB RAM and 40inch commercial type computer screen.



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C3.5: MANAGEMENT

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SABS Standards

The SANS 1200 Civil Engineering Standardized Specifications listed in C3.4.1.1 are applicable.

C3.5.1.2 Particular/Generic Specifications

Not applicable.

C3.5.1.3 Methods and Procedures

(a) Maintenance of access and streets

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

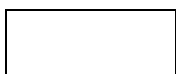
(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.



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Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

C3.5.1.5 Environmental Management Plan (EMP)

(a) Demarcation of the site

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.


(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.


This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.




Contractor



Witness 1




Witness 2



Employer



Witness 1



Witness 2

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(i) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

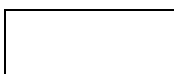
Wastewater shall be prevented from flowing into the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Fuel shall be kept under lock at all times.

(k) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

(l) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and water at the refueling area shall be contained and disposed of correctly.

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(o) Care of surrounding areas



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.
C3.5.1.6 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C3.5.1.7 Other Contractors on site

No other water treatment contractors will be on site during the implementation of the project.

C3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

- *The following are the most reliable climatic information available and shall be used unless other values are mutually agreed upon beforehand:*

Month	Average Rainfall (mm)	Ave Rain Days (Nn)
JAN	172.5	9
FEB	120.1	9
MAR	91.6	7
APR	52.8	5
MAY	22.7	2
JUN	6.8	1
JUL	9.1	1
AUG	11.7	1
SEP	22.5	2
OCT	63.1	5
NOV	103.1	8
DEC	156.2	11
Total	832.2	61

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various

Contractor

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bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

C3.5.1.9 Format of communications


All communication regarding the Contract shall be channelled through the Engineer or his representative.

C3.5.1.10 Planning and programming


Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

C3.5.1.11 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.




Contractor




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C3.6: HEALTH AND SAFETY

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.
The Health and Safety Specification is attached as Appendix A and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

C3.6.4 TRAFFIC CONTROL ON ROADS


The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.


C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS


Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.


C3.6.6 AIDS AWARENESS


All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.



Contractor


Witness 1



Witness 2



Employer



Witness 1


Witness 2


PART C4 SITE INFORMATION



Contractor


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PART C4: SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

CONTENTS

SI 1 project Location

1.1 Site Location

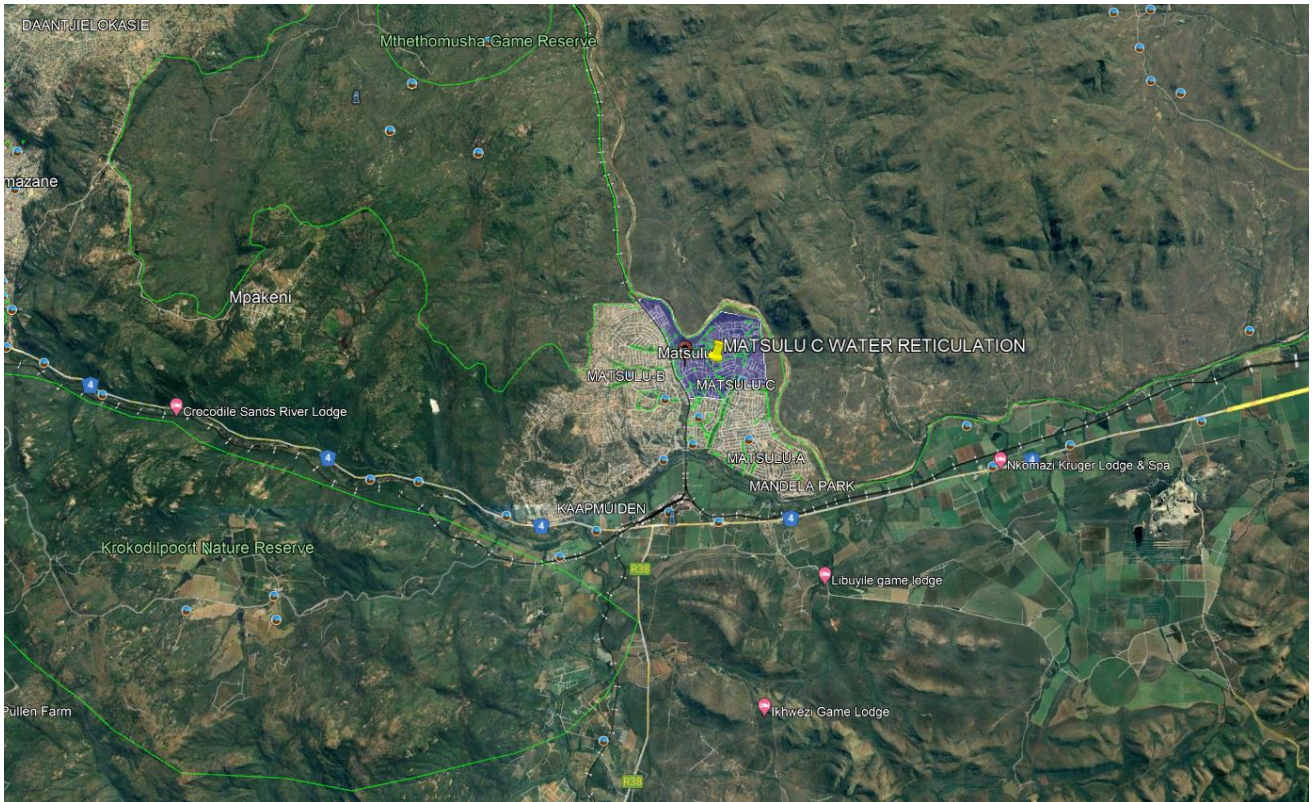


Figure 1: Project locality plan

The Proposed project is located in the Southern Nsikazi area to the east of Kanyamazane and some 50km from Mbombela. Matsulu is within the municipal boundaries of the City of Mbombela in the jurisdiction of the Ehlanzeni District Municipality.

The approximate Co-ordinates are : **25°29'51.48"S, 31°20'56.42"E**

C4.4 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.5 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

Contractor

Witness 1

Witness 2

Employer

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The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.6 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area. Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative. The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

Contractor

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Employer

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APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHS 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHS Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

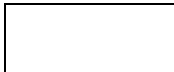
Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.

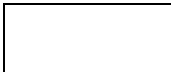
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

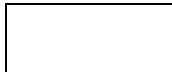
In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

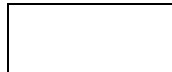
For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

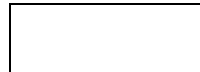
- (c) **Engineer** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

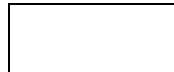

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

OHS 3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS 5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).


The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.


The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.


OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS


6.1 Health and Safety plan


The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.


The number of health and safety representatives for a workplace shall be at least one for every 100 employees.


The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.


7.4 Health and safety committee


In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.



Contractor


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Witness 2


Employer


Witness 1


Witness 2

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.


- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.


A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.


The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.


OHS 8 RECORDS AND REGISTERS


In accordance with the Construction Regulations the Contractor is bound to keep records and registers



Contractor


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related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

OHS 9 CONTRACTORS RESPONSIBILITIES

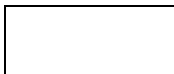
For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 1993) and the Construction Regulations 2014.

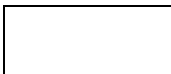
Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

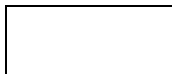
The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

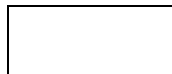
- (a) Contractor's position in relation to the Employer (Client) (Regulation 5)

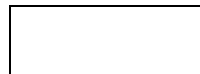
In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

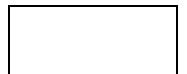

Contractor


Witness 1


Witness 2


Employer


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(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all



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work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.


In terms of the Regulations, records of repairs and maintenance shall be kept on site.


(p) Explosive powered tools (Regulation 21)


The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.


It is especially important that warning notices are displayed and that the issue and return of



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cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)


Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.


(w) Stacking and storage on construction sites (Regulation 28)


The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.


(x) Fire precautions on construction sites (Regulation 29)


The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.



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In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS 10 MEASUREMENT AND PAYMENT

10.1 Principles

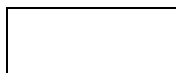
It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

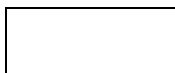
The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

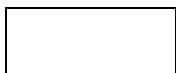
The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.



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

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:

..... duly authorised to sign on behalf of the Contractor.


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


CONTRACT:.....


AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);


NOW THEREFORE the parties agree as follows:


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



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Witness 2


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- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....


SIGNATURE:


NAME AND SURNAME:


CAPACITY:


WITNESSES: 1.


2.



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Witness 2


Employer


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Witness 2

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:..... ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Contractor

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- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
 - (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:


- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
 - Name of proposed subcontractor:
 - Qualifications or details of competency of the subcontractor:


5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.


SIGNATURE:


DATE:


(of person authorised to sign on behalf of the Tenderer)



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

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

3. (a) Name and postal address of client :

- (b) Name and tel. no of clients contact person or agent:

- 4 (a) Name and postal address of designer (s) for the project:

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

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9. Expected commencement date:

10. Expected completion date:

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

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

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APPENDIX B: STANDARD CONDITIONS OF TENDER

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CIDB SFU 2019: Annex C: Standard conditions of tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer 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 tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



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

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

C.1.4 Communication and employer’s agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.


Notwithstanding the provisions of C.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.



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C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

i) 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.

ii) 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.

C.2 Tenderer’s obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.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.

C.2.5 Reference documents

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



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Witness 2



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

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.



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Witness 2



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C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

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

C.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.

C.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.

C.2.15 Closing time

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

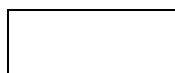
C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

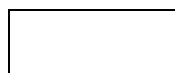
C.3.5.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.



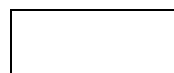
Contractor



Witness 1



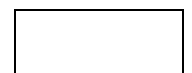
Witness 2



Employer



Witness 1



Witness 2

C.3.5.2 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.

C.3.5.3 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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.3.5.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.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 C.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.

C.2.18 Provide other material

C.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.

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

C.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.

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

C.3 The employer’s undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

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

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

C.3.5 Two-envelope system

C.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.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of



Contractor



Witness 1




Witness 2



Employer



Witness 1



Witness 2

points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

C.3.8.2 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.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.1.2 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX C: DRAWINGS FOR TENDER PURPOSES



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2