Knysna: The Heads – Upgrading of Existing Water Network, Phase 2

Tender No: T54/201718
Name of Tenderer: ....................................

KNYSNA: THE HEADS –
UPGRADING OF EXISTING WATER NETWORK,
PHASE 2

Issued by:
Knysna Municipality
P. O. Box 21
Knysna
6570
Tel: 044 - 302 6300

Project Managers and Consulting Engineers:
Uhambiso Consult (Pty) Ltd
P. O. Box 2462
George
6530
Tel No. 044 - 874 2380
# TENDER DOCUMENT

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<tr>
<td>Tender Description</td>
<td>Knysna: The Heads – Upgrading of Existing Water Network, Phase 2</td>
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<td>Closing Time</td>
<td>12:00</td>
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<td>Closing Date</td>
<td>16 February 2018</td>
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</tbody>
</table>

**Tender Box:**
Supply Chain Management Unit  
Finance Building  
Queen Street  
Knysna  
6570

**NB:**
1. All bids must be submitted on the official forms (not to be re-typed).  
2. Bids must be completed in black ink in writing.  
3. No bids will be considered from persons in the services of the state.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
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<tr>
<td>B-BBEE Status Level of Contributor</td>
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<tr>
<td>Preference Points Claimed</td>
<td></td>
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<tr>
<td>CSD Supplier Number</td>
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<tr>
<td>CSD Unique Reference Number</td>
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**B-BBEE certificates submitted with the bid documents MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**Prepared and Issued by:**
Directorate: Technical Services, Water and Sewer Section  
Knysna Municipality  
P. O. Box 21  
Knysna  
6570

**For technical enquiries, contact:**
Uhambiso Consult (Pty) Ltd  
Tel: 044 - 874 2380  
E-mail: uhamgeo@uhambiso.co.za
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THE TENDER

PART T1: TENDERING PROCEDURES
PART T2: RETURNABLE DOCUMENTS
# PART T1: TENDERING PROCEDURES

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KNYSNA MUNICIPALITY

TENDER NO: T 54/2017/18: UPGRADING OF EXISTING WATER NETWORKS, PHASE 2

Knysna Municipality hereby invites tenders for the Upgrading of Existing Water Networks, Phase 2, The Heads, Knysna

The physical address for collection of bid documents is the offices of the Consulting Engineers, Uhambiso Consult, Suite 102, Bateleur Park, 133 Cradock Street, George, 6529. Documents may be collected during working hours from 29 January 2017.

A receipt for a non-refundable deposit of R 428.00 payable by cheque made out in favour of Knysna Municipality is required on collection of the tender documents. Tender documents can be downloaded from the following website: www.knysna.gov.za at no cost. Website navigation is as follow: Information centre – SCM – Tenders.

Technical enquiries relating to the tender documents may be addressed to: Mr. A. S. de Kock, Tel No. 044 874 2380, e-mail: uhambgeo@uhambiso.co.za

A compulsory site briefing meeting will be held on Friday, 09 February 2017 at 10h00 at the Technical Services Boardroom (1st Floor), Old Main Rd Building, 5 Church Street, Knysna.

No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s are more than fifteen (15) minutes late

The closing time for submission of bids is 12h00 on Friday, 16 February 2017. Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna, on or before the mentioned time and latest date. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must remain valid for a period of ninety (90) days after the closing date of the bid. Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.

Bids will be opened on the same day at the Supply Chain Management Section at 12h05. Late or unmarked bids will not be considered.

Bidders are required to submit an original of their tender document together with a copy of their tender document.

The bids are subject to local content and production. Minimum Stipulated Local Content Designation for Valves products and Actuators is 70%.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of 80 out of 100 points for functionality in order to be evaluated further. The functionality criteria and weighting is set out in the tender document.

Bids may only be submitted on the bid documentation that is issued.

Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations 2017.

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017).

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Document.

Tenderers must have a CIDB contractor designation of 4 CE or 4 CE PE or higher

KAM CHETTY
MUNICIPAL MANAGER
Clyde Street
KNYSNA
6570
T1.2: TENDER DATA
T1.2 TENDER DATA

GENERAL

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, reproduced hereafter, without any changes, as Appendix A of the CIDB Standardized Construction Procurement Documents for Engineering and Construction Works (10 July 2015), for the convenience of Tenderers.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions
The Employer for this Contract is the Knysna Municipality as named in the Contract Data.

F.1.2 Tender Documents
(a) The Tender Document consists of the following:

THE TENDER

Part T1: Tendering Procedures
 T1.1: Tender Notice and Invitation to Tender
 T1.2: Tender Data
 Appendix A: Standard Conditions of Tender
 Appendix B: Preferential Procurement Policy

Part T2: Returnable Documents
 T2.1: List of Returnable Documents
 T2.2: Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data
 C1.1: Form of Offer and Acceptance
 C1.2: Contract Data
 C1.3: Form of Guarantee
 C1.4: Adjudicator’s Appointment
 C1.5: Agreement in terms of the OHSA No 85 of 1993

Part C2: Pricing Data
 C2.1: Pricing Instructions
 C2.2: Bill of Quantities

Part C3: Scope of Work
 C3.1: Standard Specifications
 C3.2: Project Specifications
 C3.3: Particular Specifications

Part C4: Site Information
 C4.1: Conditions on Site

Part C5: Drawings
 C5.1: Project Detail Drawings
 C5.2: Tender Drawings

(b) Drawings
The Tender Document and the Drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.
F.1.4 Communication and Employer’s Agent

The Employer’s agent is:

Name: Uhambiso Consult (Pty) Ltd  
Address: Suite 102, Bateleur Park, 133 Cradock Street, P O Box 2462, George, 6530  
Tel: 044-8742380  
Fax: 044-8735118  
e-mail address: uhamgeo@uhambiso.co.za

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
(b) the Tenderer does not have the legal capacity to enter into the contract;
(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
(d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
(e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those tenderers who are registered with the CIDB, or are capable of being so prior to evaluation of Tenders, in a contractor grading designation equal to or higher than a contractor grading designation as stated in the Tender Notice, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Class of construction work as stated in the Tender Notice; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation as stated in the Tender Notice.

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which are compulsory for this contract, are as follows:

Location / venue: Technical Services Boardroom (1st Floor), Old Main Road Building, 5 Church Street, Knysna

Tender Inspection Meeting: As stated in the Bid Notice
F.2.12 Alternative tender offers

If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13 Submitting a Tender Offer

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

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

Location of tender box: Supply Chain Management Unit, Finance Building
Physical address: Queen Street, Knysna
Identification details: As stated in the Bid Notice

F.2.13.6 A two envelope procedure will not be followed. *(Read with F.3.5 hereafter).*

F.2.15 Closing Time

The closing time for submission of Tender Offers is: *As stated in the Bid Notice.*

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed tenders will not be accepted.

F.2.16 Tender offer validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Inspections, tests and analyses

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Where a tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 28 days after the closing date for submission of tenders.

F.2.23 Certificates

The tenderer shall submit with his tender:

1. a Certificate of Contractor Registration issued by the Construction Industry Development Board;
2. SARS Verification pins to be supplied if registered for e-filing;
(3) Company / CC / Trust / Partnership registration certificates;
(4) Joint Venture Agreement and Power of attorney in case of Joint Ventures;
(5) ID certificates in case of one-man concerns;
(6) VAT Registration Certificate as per Bid Notice

F.3.2 Issue of Addenda

- Change “7 days” in this clause to “3 days”.

F.3.4 Opening of Tender Submissions

The time and location for opening of the tender offers are:
Time: 12:05
Location / Venue: Supply Chain Management Unit

F.3.5 Two-envelope system

The two-envelope system will not be followed for this contract.

F.3.11 Evaluation of Tender Offers

The method of evaluation for this contract will be the following:

F.3.11.3 Functionality, Price and Preference – Method 2

F.3.11.3.2 Pre-Evaluation of tenders

(a) Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than 80 out of 100 points for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
Bidders must ensure that all relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.

(b) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
<th>BIDDER SCORE</th>
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<tr>
<td>1 Capital / Resources / Construction Plant / Equipment</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2 Company’s Relevant Experience</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>3 Relevant Key Personnel Experience</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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</table>
F.3.11.9 The functionality criteria in respect of each of the criteria to be evaluated are as follows:

Further explanation on the allocation of Functionality Points.

1. **Capital / Resources / Construction Plant / Equipment – 20 points**

In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents.

The tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

If the Bidder intends to use plant / tools / equipment / material other than those stipulated in the Tender Specifications the Bidder must qualify / declare this in their tender document, for the evaluation process. If nothing is qualified or declared then those stipulated in the Tender Specifications are applicable to this tender.

(a) If equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier as well as the type of equipment must be submitted with the tender document.

(b) If equipment is owned, provide proof of ownership and registration number is required.

(c) A detailed list of equipment allocated for this tender, as stipulated above, must be submitted with the tender and be allocated for this Tender and available at any time for inspection by the Municipality. Failure to do so will be seen as fraud and submission of false information.

(d) An affidavit certifying that bidders do in fact own machines as stated above may be requested from bidders if asked for.

**Bidder’s Tip:** Put yourself in the Municipality’s shoes and score yourself to make sure you obtain the points you deserve and as stipulated above. If we ask for proof ensure that the proof is given otherwise those points will not be allocated.

* In addition to the requirements below, the proposal includes an impressive presentation of well thought out organization and sufficient capital / resources. The organization is well integrated and has good support: 20 points

* The organization chart, capital / resources and staffing schedule is complete and detailed, and the technical level and composition of the staffing arrangements are very well balanced. The definition of duties and responsibilities are very clear. The staffing schedule is consistent with the work plan and the timing and duration of each staff’s assignment are adequate: 15 points

* The proposed organization, capital / resources and staffing arrangement is complete and detailed enough to meet all the requirements of the scope of work: 10 points

* The organization, capital / resources and staffing arrangement is not complete to the requirement of the scope of works. It is assumed that the required output cannot be appropriately prepared within the period of the project: 5 points

2. **Company’s relevant experience – 40 points**

Completed pipe network construction with diameter equal to or larger than 110 / 160 mm $\Omega$ (successfully) in the last five years:

- 3 or more projects completed: 40 points
- 3 projects completed: 35 points
- 2 project completed: 25 points
- 1 project completed: 15 points
- 0 project completed: 0 points

Tenderers shall attach project details and Completion Certificates as per Returnable
3. **Relevant Key Personnel experience – 40 points**

This project is estimated to require:

- Senior Site Agent on a permanent basis with a degree / diploma qualification in the Civil Engineering or Built Environment, with relevant experience of not less than 3 years (degree) and 5 years (diploma): 10 points.
- Qualified Civil Engineer (Pr.Eng/Tech) on a permanent basis with relevant pipeline construction experience: 15 points.
- General Foreman on a permanent basis with relevant skills, qualifications and experienced in pipeline construction of not less than 5 years: 10 points
- Safety Officer on a permanent basis with relevant pipeline experience of not less than 2 years: 5 points

Certified proof of qualifications and detailed CVs must be attached. See Returnable Schedule. Certified proof of process to qualify must be attached.

4. **Abbreviated Project plans and Quality control procedures – (Compulsory)**

- Project Plan: Tenderer’s clear, unambiguous construction programme. The programme must reflect on resource allocation, the schedule of activities and time frames for completion, and must be realistic.
- Quality Control Plan: The bidder must submit a clear project quality control and procedure plan which will ensure compliance with Employer requirements during construction.

The detailed plans and procedures will only be required when the tender awarded has been done.

**NB.**

* TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 80% FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION

* TENDERERS WHO FAIL TO SUBMIT A PROJECT PLAN AND QUALITY CONTROL PLAN WILL NOT BE CONSIDERED FOR FURTHER EVALUATION

F.3.13 Acceptance of Tender Offer

F.3.13.1 Tender Offers will only be accepted on condition that:

(a) the tenderer has submitted with his tender a SARS Verification pin if registered for e-filing
(b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (**Grade 4CE or 4CE PE or higher**)
(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
(d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
(e) the tenderer has not:
   (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.
(f) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
(g) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;

F.3.18 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is: **one.**
APPENDIX A: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Annexure F of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works, 10 July 2015)

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

**F.1.4 Communication and employer’s agent**

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

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

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

**F2.2.1** 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.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer’s undertakings

F.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million...
4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

\[ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \]

Where

- \( Ps \) = Points scored for comparative price of tender or offer under consideration;
- \( Pt \) = Comparative price of tender or offer under consideration; and
- \( P_{min} \) = Comparative price of lowest acceptable tender or offer.

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

4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

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

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

\[ Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \]

Where

- \( Ps \) = Points scored for comparative price of tender or offer under consideration;
- \( Pt \) = Comparative price of tender or offer under consideration; and
- \( P_{min} \) = Comparative price of lowest acceptable tender or offer.

5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
</tr>
</tbody>
</table>
(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

\[ N_{FO} = W_1 \times A \]

Where

- \( N_{FO} \) is the number of tender evaluation points awarded for price.
- \( W_1 \) is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
- \( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of \( A \)

<table>
<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>

\(^a\) \( P_m \) is the comparative offer of the most favourable comparative offer.

\( P \) is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

\[ N_Q = W_2 \times S_Q / M_5 \]

where:
- \( S_Q \) is the score for quality allocated to the submission under consideration;
- \( M_5 \) is the maximum possible score for quality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any 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 personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator’s contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

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

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer’s website.

F3.19.8 Records of such disclosed information must be retained for audit purposes.
APPENDIX B: PREFERENTIAL PROCUREMENT POLICY

KNYSNA MUNICIPALITY

PREFERENTIAL PROCUREMENT POLICY

* MBD 1  : INVITATION TO BID
* MBD 2  : TAX CLEARANCE CERTIFICATE REQUIREMENTS
* MBD 3.1 : PRICING SCHEDULE – FIRM PRICES (PURCHASES)
* MBD 4  : DECLARATION OF INTEREST
* MBD 6.1 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
* MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
* MBD 7.1 : CONTRACT FORM – PURCHASE OF GOODS / WORKS
* MBD 8  : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
* MBD 9  : CERTIFICATE OF INDEPENDENT BID DETERMINATION
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KNYSNA MUNICIPALITY)

BID NUMBER: …………………   CLOSING DATE: …………………   CLOSING TIME: 12:00

DESCRIPTION…………………………………………………………………………………………………………

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

KNYSNA MUNICIPALITY, P.O. BOX 21
KNYSNA, 6570

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLY CHAIN MANAGEMENT UNIT, FINANCE BUILDING, QUEEN STREET
KNYSNA, 6570

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) □

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) □

A REGISTERED AUDITOR □

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

Definition of “Black People”

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –

(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   i. Before 27 April 1994; or
   ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
   - The Enterprise is ________ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ________ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ________ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ______________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

<table>
<thead>
<tr>
<th>Ownership Percentage</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% Black Owned</td>
<td><strong>Level One</strong> (135% B-BBEE procurement recognition level)</td>
</tr>
<tr>
<td>At Least 51% black owned</td>
<td><strong>Level Two</strong> (125% B-BBEE procurement recognition level)</td>
</tr>
</tbody>
</table>

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ____________________________

________________________

Date: ____________________________

Commissioner of Oaths
Signature & stamp

________________________
I, the undersigned,

Full name & Surname
Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name</th>
<th>Trading Name</th>
<th>Registration Number</th>
<th>Enterprise Address</th>
</tr>
</thead>
</table>

3. I hereby declare under oath that:
   - The enterprise is ____________ % black owned;
   - The enterprise is ____________ % black woman owned;
   - Based on the management accounts and other information available on the ______ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
   - Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black owned</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ____________________________________________
Date: _________________________________________________________

Commissioner of Oaths
Signature & stamp
**PRICING SCHEDULE – FIRM PRICES**
(PURCHASES)

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder……………………………………… Bid Number……………………
Closing Time ……………….. Closing Date …………………..

OFFER TO BE VALID FOR………DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Required by: ..........................................
- At: ..................................................
- Brand and Model ....................................
- Country of Origin ..................................

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ..........................................
- Period required for delivery .............................................
  *Delivery: Firm/Not firm
- Delivery basis .............................................

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable
DECLARATION OF INTEREST

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: ………………………………………………………

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

3.6.1 If so, furnish particulars.

………………………………………………………………

………………………………………………………………

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

3.7.1 If so, 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.
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 so, furnishing 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 so, furnishing 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 so, furnishing particulars.

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

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

3.11 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If so, furnishing particulars.

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

............................................................................................................................
CERTIFICATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ……………………………………..
Signature Date

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


1. GENERAL CONDITIONS

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

2.3. “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4. “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6. “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7. “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9. “EME” means any enterprise with annual total revenue of R5 million or less.

2.10. “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11. “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12. “non-firm prices” means all prices other than “firm” prices;

2.13. “person” includes a juristic person;

2.14. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

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

\[ Ps = \text{Points scored for comparative price of bid under consideration} \]
\[ Pt = \text{Comparative price of bid under consideration} \]
\[ P_{\text{min}} = \text{Comparative price of lowest acceptable bid} \]

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contribution: \( ............ \times \frac{1}{............} \times 100 \) (maximum 20 points)

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

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME?  YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm .................................................................

9.2 VAT registration number ...................................................

9.3 Company registration number ............................................

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.................................................................
Registered Account Number ..............................................
Stand Number .................................................................

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

restrict the bidder or contractor, its SIGNATURE(S) OF BIDDER(S)

(d) shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

(f) SIGNATURE(S) OF BIDDER(S)

WITNESSES:

1. ..................................................

                           ........................................
                           SIGNATURE(S) OF BIDDER(S)

2. ..................................................

DATE: .................................

ADDRESS: .................................

                           ........................................
                           ........................................
                           ........................................
                           ........................................
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

\[ LC = \left[1 - \frac{x}{y}\right] \times 100 \]

Where

- \(x\) is the imported content in Rand
- \(y\) is the bid price in Rand excluding value added tax (VAT)

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>_____%</td>
</tr>
<tr>
<td></td>
<td>_____%</td>
</tr>
<tr>
<td></td>
<td>_____%</td>
</tr>
</tbody>
</table>

3. Does any portion of the goods or services offered have any imported content?
   (Tick applicable box)
   
   YES [ ] NO [ ]

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

IN RESPECT OF BID NO. .................................................................
The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:
   (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017.
promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
</table>
| WITNESS No. 1| DATE:  

<table>
<thead>
<tr>
<th>WITNESS No. 2</th>
<th>DATE:</th>
</tr>
</thead>
</table>
## Annex C

**Local Content Declaration - Summary Schedule**

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated product(s)</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Tender Exchange Rate:</th>
<th>Specified local content %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pula EU GBP</td>
<td></td>
</tr>
</tbody>
</table>

### Calculation of local content

<table>
<thead>
<tr>
<th>Tender item no's</th>
<th>List of items</th>
<th>Tender price - each (excl VAT)</th>
<th>Exempted imported value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
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</tr>
</tbody>
</table>

### Tender summary

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempted imported content</th>
<th>Total Imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C16)</td>
<td>(C17)</td>
<td>(C18)</td>
<td>(C19)</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

---

**Signature of tenderer from Annex B**

Date: __________________________
This Local must correspond with Annex C - C24

Administered overheads and mark-up (marketing, insurance, finance, interest etc.)

Legal overheads

General, depreciation & amortisation, utility costs, consumables etc.

Tenderer's manpower cost

Tender Total local cost per contract (goods, services and Works)

Value

Local Suppliers

Description of items purchased

Local Products

Local Contract Decration - Supporting Schedule to Annex C

Annex E

SAT5 1286.2011
CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder’s past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) …………………………………………….
CAPACITY …………………………………………….
SIGNATURE …………………………………………….
NAME OF FIRM …………………………………………….
DATE …………………………………………….

WITNESSES

1. ……………………
2. ……………………

DATE: …………………
CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

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

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT)  ………………………………………

SIGNATURE  ………………………………………

OFFICIAL STAMP

WITNESSES
1. ………………………………………
2. ………………………………………
DATE ……………………………..

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Item</td>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.7.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

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

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

………………………………………...  ……………………………..
Signature  Date

………………………………………...  ……………………………..
Position  Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_______________________________________________________that:

(Name of Bidder)

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

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

......................................................... .........................................................
Position                                           Name of Bidder
## PART T2: RETURNABLE DOCUMENTS

<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.1: LIST OF RETURNABLE DOCUMENTS</td>
<td>T2.2</td>
</tr>
<tr>
<td>T2.2: RETURNABLE SCHEDULES AND DOCUMENTS</td>
<td>T2.3</td>
</tr>
</tbody>
</table>
**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The list of returnable documents comprises the following:

1. **RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**
   
   **A** CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING
   **B** CERTIFICATE OF AUTHORITY FOR SIGNATORY
   **C** REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT
   **D** CAPITAL / RESOURCES / CONSTRUCTION PLANT / EQUIPMENT
   **E** SCHEDULE OF PLANT AND EQUIPMENT
   **F** EXPERIENCE OF TENDERER
   **G** PROPOSED SUBCONTRACTORS
   **H** KEY PERSONNEL
   **J** PRELIMINARY PROGRAMME
   **K** AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
   **L** CONTRACTOR’S CERTIFICATE OF REGISTRATION WITH CIDB
   **M** TAX CLEARANCE CERTIFICATE
   **N** TENDERER’S FINANCIAL STANDING
   **P** DECLARATION OF INTEREST
   **Q** VAT REGISTRATION CERTIFICATE
   **R** LETTER OF GOOD STANDING WITH THE COMPENSATION FUND, DEPARTMENT OF LABOUR
   **S** CERTIFICATE FOR MUNICIPAL SERVICES / MUNICIPAL ACCOUNT CLEARANCE
   **T** B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

2. **RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
   
   **V** RECORD OF ADDENDA TO TENDER DOCUMENTS
   **W** CONTRACTOR’S HEALTH AND SAFETY DECLARATION

3. **OTHER DOCUMENTS TO BE COMPLETED AND RETURNED BY THE TENDERER**
   
   **3.1** FORM OF OFFER AND ACCEPTANCE
   **3.2** CONTRACT DATA (PART 2)
   **3.3** BILL OF QUANTITIES
T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

T2.2.1 RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES.

CONTENTS

A  CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING
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Q  VAT REGISTRATION CERTIFICATE
R  LETTER OF GOOD STANDING WITH THE COMPENSATION FUND, DEPARTMENT OF LABOUR
S  CERTIFICATE FOR MUNICIPAL SERVICES / MUNICIPAL ACCOUNT CLEARANCE
T  B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE
A. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING

This is to certify that (tenderer) ..................................................................................................................
of (address) ....................................................................................................................................................
.............................................................................................................................. was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (location).....................................................
................................................................................ on (date)................................................ starting at (time) ...........................................

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

Particulars of person(s) attending the meeting:

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

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

Attendance of the above person(s) at the meeting is confirmed by the Employer’s representative, namely:

Name: ...................................................... Signature: .................................................................
Capacity: ........................................................ Date and Time: ..........................................................
B. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.

<table>
<thead>
<tr>
<th>(I) COMPANY</th>
<th>(II) CLOSE CORPORATION</th>
<th>(III) PARTNERSHIP</th>
<th>(IV) JOINT VENTURE</th>
<th>(V) SOLE PROPRIETOR</th>
</tr>
</thead>
</table>

(I) CERTIFICATE FOR COMPANY

I, .................................................................................................................. chairperson of the Board of Directors of .................................................................................................................. , hereby confirm that by resolution of the Board (copy attached) taken on ................................................. 20...., Mr/Ms .................................................................................................................. acting in the capacity of .................................................................................................................. , was authorised to sign all documents in connection with the tender for Contract No ................................................. and any contract resulting from it, on behalf of the company.

Chairman: ..................................................................................................................

As Witnesses: 1. ..................................................................................................................

2. ..................................................................................................................

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

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as ..................................................................................................................

.................................................................................................................. hereby authorise Mr/Ms .................................................................................................................. , acting in the capacity of .................................................................................................................. , to sign all documents in connection with the tender for Contract No ................................................. and any contract resulting from it, on behalf of us.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</tbody>
</table>

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.
### (III) CERTIFICATE FOR PARTNERSHIP

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

................................................................................................................................. hereby authorize Mr/Ms ........................................................................

acting in the capacity of ........................................................................................................, to sign all documents

in connection with the tender for Contract No ................................................... and any contract resulting

from it, on our behalf.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</table>

**Note**: This certificate is to be completed and signed by all of the key partners upon whom rests

the direction of the affairs of the Partnership as a whole.

### (IV) CERTIFICATE FOR JOINT VENTURE

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

................................................................................................................................., authorized signatory of the company, ...........................................

................................................................................................................................. acting in the capacity of lead partner, to sign

all documents in connection with the tender offer for Contract No .............................................. and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of

all the partners to the Joint Venture.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>AUTHORIZING SIGNATURE, NAME AND CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td></td>
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</tbody>
</table>

**Note**: This certificate is to be completed and signed by all of the key partners upon whom rests

the direction of the affairs of the Partnership as a whole.
(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: ............................................................

As Witnesses:
1. ........................................................................................................................

2. ........................................................................................................................

Date: ..............................................................................................
C. REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]
D. CAPITAL / RESOURCES / CONSTRUCTION PLANT AND EQUIPMENT

Attached hereto is my / our firm / company information as per Functionality Criteria 1: Capital / Resources / Construction Plant / Equipment as per Clause F.3.11.3.2, Page T1.8 Pre-Evaluation of Tenders.

My / Our failure to submit the required information will result in no points being allocated.
### E. SCHEDULE OF PLANT AND EQUIPMENT

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

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

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity etc)</th>
<th>QUANTITY</th>
<th>YEAR OF MANUFACTURE</th>
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</table>

Attach additional pages if more space is required

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

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity etc)</th>
<th>QUANTITY</th>
<th>HOW ACQUIRED</th>
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<tbody>
<tr>
<td></td>
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<td>HIRE/BUY</td>
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<td>SOURCE</td>
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</table>

Attach additional pages if more space is required

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

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

SIGNATURE: .............................................………….....……... DATE:  ……..................... ............... 
(of person authorised to sign on behalf of the Tenderer)
### F. EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

<table>
<thead>
<tr>
<th>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK (inclusive of VAT)</th>
<th>DATE COMPLETED OR EXPECTED TO BE COMPLETED</th>
</tr>
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</tbody>
</table>

SIGNATURE: ..............................................………….....……... DATE:  ……....................................

(of person authorised to sign on behalf of the Tenderer)
G. PROPOSED SUBCONTRACTORS

I/we hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

I/we confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council (NHBRC).

<table>
<thead>
<tr>
<th>NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS</th>
<th>NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED</th>
<th>PREVIOUS EXPERIENCE WITH SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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

Knysna: The Heads – Upgrading of Existing Water Network, Phase 2
January 2018

WP2
**H. KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

<table>
<thead>
<tr>
<th>CATEGORY OF EMPLOYEE</th>
<th>NUMBER OF PERSONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KEY PERSONNEL, PART OF THE CONTRACTOR’S ORGANISATION</td>
</tr>
<tr>
<td></td>
<td>HDI</td>
</tr>
<tr>
<td>Contract Manager</td>
<td></td>
</tr>
<tr>
<td>Site Agent</td>
<td></td>
</tr>
<tr>
<td>Foremen, Quality Control and Safety Personnel</td>
<td></td>
</tr>
<tr>
<td>Safety Officer</td>
<td></td>
</tr>
<tr>
<td>Technicians, Surveyors, etc</td>
<td></td>
</tr>
<tr>
<td>Artisans and other Skilled workers</td>
<td></td>
</tr>
<tr>
<td>Plant Operators</td>
<td></td>
</tr>
<tr>
<td>Unskilled Workers</td>
<td></td>
</tr>
<tr>
<td>Others:…………………</td>
<td></td>
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<tr>
<td>………………………</td>
<td></td>
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<td>………………………</td>
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<td>………………………</td>
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</tbody>
</table>

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the contract manager. The information is necessary for evaluation of the tender.

SIGNATURE: ……………………………………………………………….. 
DATE: ……………………………………….
(of person authorised to sign on behalf of the Tenderer)
<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Name of Employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current position:</td>
<td>Years with firm:</td>
</tr>
</tbody>
</table>

**Employment Record:**

**Experience Record Pertinent to Required service:**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of the Incumbant in the Schedule: ____________________________

Date: ___________
CURRICULUM VITAE OF KEY PERSONNEL: SITE AGENT

Name: _______________________________ Date of birth: __________________________

Profession: ___________________________ Nationality: __________________________

Qualifications: ___________________________ __________________________

Professional Registration Number: ___________________________ __________________________

Name of Employer (firm): ___________________________ __________________________

Current position: ___________________________ Years with firm: __________________________

Employment Record:

Experience Record Pertinent to Required service:

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE ___________________________ DATE ___________________________
# CURRICULUM VITAE OF KEY PERSONNEL: GENERAL FOREMAN

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Name of Employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current position:</td>
<td>Years with firm:</td>
</tr>
</tbody>
</table>

## Employment Record:

| Experience Record Pertinent to Required service: |

## Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

<table>
<thead>
<tr>
<th>SIGNATURE OF THE INCUMBANT IN THE SCHEDULE</th>
<th>DATE</th>
</tr>
</thead>
</table>
# CURRICULUM VITAE OF KEY PERSONNEL: SAFETY OFFICER

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional Registration Number:</td>
<td></td>
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<tr>
<td>Name of Employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current position:</td>
<td>Years with firm:</td>
</tr>
</tbody>
</table>

## Employment Record:

| | |
| | |

## Experience Record Pertinent to Required service:

| | |
| | |

## Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

..................................................................................................................................................................................
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

..................................................................................................................................................................................
DATE
### J. PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

#### PROGRAMME

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>WEEKS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1. Site Establishment</td>
<td></td>
</tr>
<tr>
<td>2. Water Mains to High Level Reservoir</td>
<td></td>
</tr>
<tr>
<td>2.1 Earthworks: Pipe Trenches</td>
<td></td>
</tr>
<tr>
<td>2.2 Supply and Lay Pipes</td>
<td></td>
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<tr>
<td>2.3 Bedding</td>
<td></td>
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<tr>
<td>2.4 Backfill</td>
<td></td>
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<tr>
<td>2.5 Valve Chambers</td>
<td></td>
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<tr>
<td>2.6 Testing</td>
<td></td>
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<tr>
<td>2.7 Commissioning</td>
<td></td>
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<tr>
<td>3. Testing and Repair Existing Pipeline in George Rex Drive</td>
<td></td>
</tr>
<tr>
<td>3.1 Valve Chambers (3 No)</td>
<td></td>
</tr>
<tr>
<td>3.2 Testing between A and B</td>
<td></td>
</tr>
<tr>
<td>3.3 Repair and Re-testing</td>
<td></td>
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<tr>
<td>between A and B</td>
<td></td>
</tr>
<tr>
<td>3.4 Testing between B and C</td>
<td></td>
</tr>
<tr>
<td>3.5 Repair and Re-testing</td>
<td></td>
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<tr>
<td>between B and C</td>
<td></td>
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<tr>
<td>3.6 House Connections</td>
<td></td>
</tr>
<tr>
<td>3.7 Repair Work to Streets</td>
<td></td>
</tr>
<tr>
<td>4. Removal of Site Establishment</td>
<td></td>
</tr>
</tbody>
</table>

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Schedule H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: ..............................................………….....……... DATE:  ……..................... ...............  
(of person authorised to sign on behalf of the Tenderer)
K. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

<table>
<thead>
<tr>
<th>PAGE, CLAUSE OR ITEM NO</th>
<th>PROPOSED AMENDMENT</th>
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<tbody>
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[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]

(b) ALTERNATIVES

<table>
<thead>
<tr>
<th>PROPOSED ALTERNATIVE</th>
<th>DESCRIPTION OF ALTERNATIVE</th>
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[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]
### DISCOUNTS

<table>
<thead>
<tr>
<th>ITEM ON WHICH DISCOUNT IS OFFERED</th>
<th>DESCRIPTION OF DISCOUNT OFFERED</th>
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</table>

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

**SIGNATURE:** ..............................................

**DATE:** .....................................................

*(of person authorised to sign on behalf of the Tenderer)*
L. CONTRACTOR’S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor’s Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.
M. TAX CLEARANCE CERTIFICATE

AS PER BID NOTICE.
N. TENDERER’S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer’s financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

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

Name of account holder  : ...........................................................................................................................

Name of Bank : ..............................................  Branch : .................................................................
Account number  : ..............................................  Type of account  : ..................................................
Telephone number  : ..............................................  Facsimile number  : ..........................................
Name of contact person  (at bank  : .................................................................

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

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

SIGNATURE: ..............................................………... DATE:  ……........................
(of person authorised to sign on behalf of the Tenderer)
P. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where

- the tenderer is employed by the principal; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons / a person who are / is involved in the evaluation and or adjudication of the tender, or
- where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

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

2.1 Are you or any person connected with the tenderer, employed by the principal? YES / NO

2.1.2 If so, state particulars: .................................................. ........................................

2.2 Do you, or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this tender? ……………………………………… YES / NO

2.2.1 If so, state particulars: .......................................................... ..............................................

2.3 Are you or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the principal who may be involved with the evaluation and or adjudication of this tender? YES / NO

2.3.1 If so, state particulars: .......................................................... ..............................................

DECLARATION

I, THE UNDERSIGNED (name) ............................................................................................................. hereby certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct.

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

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

Signature Date

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

Position Name of Tenderer
Q. VAT REGISTRATION CERTIFICATE

[The tenderer's VAT Registration Certificate to be inserted here]
R. LETTER OF GOOD STANDING WITH THE COMPENSATION FUND, DEPARTMENT OF LABOUR

Attached hereto is my / our Letter of Good Standing with the Compensation Fund, Department of Labour. My failure to submit the letter with my / our tender document will lead to the conclusion that I am / we are not in good standing with the compensation fund and therefore not eligible to tender.

Company: ..........................................................................................................

Registration Number: ....................................................................................

Certificate Number: ......................................................................................

Expiry Date: .................................................................................................
S. CERTIFICATE FOR MUNICIPAL SERVICES / MUNICIPAL ACCOUNT CLEARANCE

Information required in terms of the Knysna Municipality’s Supply Chain Management Policy.

Bid Number: ……………………………………………………………………….

Name of the tenderer: ……………………………………………………………………….

FURTHER DETAILS OF THE BIDDER/S: PROPRIETOR / DIRECTOR(S) / PARTNERS, ETC:

<table>
<thead>
<tr>
<th>Physical Business address of the Bidder</th>
<th>Municipal Account Number(s)</th>
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If there is not enough space for all the names, please attach the additional details to the tender document.

<table>
<thead>
<tr>
<th>Name of Director / Member / Partner</th>
<th>Identity Number</th>
<th>Physical residential address of Director / Member / Partner</th>
<th>Municipal Account number(s)</th>
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I, ……………………………………………………………………. the undersigned, (Full name in block letters) Certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

…………………………………………………………
Signature

THUS DONE AND SIGNED for and on behalf of the bidder / Contractor

at …………………………………… on the ………… day of ………………………… 2014

Please note:

1. Even if the requested information if not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

2. Original certified copy of latest municipal account to be attached to this page – certified by Commissioner of Oaths.

3. Proof of municipal account details of all directors / partners should be included / submitted with tender.
T. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Attached hereto is my / our B-BBEE Status Level Verification Certificate. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not have such a certificate and therefore do not qualify for preference points for B-BBEE.

NB / NOTE: Certificate must be certified by Commissioner of Oaths.

Company Registration Number: .................................................................

Certificate Number / Date: .................................................................

Expiry Date: .................................................................
### T2.2.2 RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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<th>CONTENTS</th>
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</tr>
<tr>
<td>W  CONTRACTOR’S HEALTH AND SAFETY DECLARATION</td>
<td>T.2.29</td>
</tr>
</tbody>
</table>
V. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

<table>
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<th>ADDENDUM No</th>
<th>DATE</th>
<th>TITLE OR DETAILS</th>
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SIGNATURE: ........................................ DATE: ....................
(of person authorized to sign on behalf of the Tenderer)
W. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 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 OHSA 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 OHSA 1993 Construction Regulations 2014.

2. I hereby declare that my company / enterprise 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 hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.

4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 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.

5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.

6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2014 (example attached hereafter) before I will be allowed to proceed with any work under the contract.

SIGNATURE: ............................................................ DATE: ........................................
(of person authorised to sign on behalf of the Tenderer)
AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety Act No. 85 of 1993, hereinafter referred to as ‘the Act’, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and

ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and

iii) The Contractor hereby 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 and the Employer’s Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

iv) 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 on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at ............................................ on this .................... day of  .......................................... 20........

For and on behalf of the Contractor:

________________________________________________________________________ Print Name: __________________________

AS WITNESSES:

1. ______________________________  2.          _______________________________

Print Name: __________________________          Print Name: ___________________________

For and on behalf of the Employer:

________________________________________________________________________ Print Name: __________________________

AS WITNESSES:

1. ______________________________  2.          _______________________________

Print Name: __________________________          Print Name: ___________________________
MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
of the Occupational Health and Safety Act, No. 85 of 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour prior to commencement of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority prior to commencement with the Works.

A. Particulars of Contractor
Name: ....................................................................................................................................................
Postal Address: ........................................................................................................................................
Compensation Fund Registration No. ........................................................................................................

B. Particulars of Contractor’s MD/CEO/Managing Member of cc
Name: ....................................................................................................................................................
ID No. ....................................................................................................................................................
Postal Address: ........................................................................................................................................
Tel No. ........................................... Cell phone No. .............................................

C. Particulars of Contractor’s designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:
Name: ....................................................................................................................................................
ID No. ....................................................................................................................................................
Postal Address: ........................................................................................................................................
Tel No. ........................................... Cell phone No. .............................................

D. Particulars of Contractor’s sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

<table>
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<tr>
<th>Name</th>
<th>ID No.</th>
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<th>Cell phone no.</th>
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E. Physical address of the Works (Construction Site)
........................................................................................................................................................................
........................................................................................................................................................................
Co-ordinates (if available)  
Latitude (S) .....................................................................................................................................................
Longitude (E) ......................................................................................................................................................

F. Nature of the construction work:
........................................................................................................................................................................
........................................................................................................................................................................

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:
........................................................................................................................................................................
Name(s) of Sub-Contractors.
........................................................................................................................................................................
........................................................................................................................................................................
........................................................................................................................................................................

K. Particulars of Employer (client)
Name:
Postal Address: ......................................................................................................................................................
........................................................................................................................................................................
Name of Employer’s designated Representative / Agent.
........................................................................................................................................................................
Tel No. ..............................................  Cell phone No. ..............................................

L. Particulars of Design Engineer
Name:
Postal Address: ......................................................................................................................................................
Tel No. ..............................................  Cell phone No. ..............................................
Signed at ............................................. on this ......................... day of ......................... 20.......

Knysna: The Heads – Upgrading of Existing Water Network, Phase 2
WP2

January 2018
THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA
PART C2: PRICING DATA
PART C3: SCOPE OF WORK
PART C4: SITE INFORMATION
PART C5: DRAWINGS
## PART C1: AGREEMENTS AND CONTRACT DATA

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<td>C1.4: ADJUDICATOR’S AGREEMENT</td>
<td>C1.19</td>
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</table>
C.1 FORM OF OFFER AND ACCEPTANCE

**IMPORTANT NOTE:**

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

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

Form C - SCHEDULE OF DEVIATIONS must be signed by the **Employer** as well as the **successful Tenderer** after award of the contract.

A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified in the discretion of the Employer.
C1.1 FORM OF OFFER AND ACCEPTANCE

A: OFFER

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

Contract No: .......... for ................................................................................................................................
..........................................  ................................................................................................................................

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

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

The offered total of the prices inclusive of Value Added Tax is (brought forward from Summary of Bill of Quantities):

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

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

Signature: (of person authorized to sign the tender).................................................................................................
Name: (of signatory in capitals): ...........................................................................................................................
Capacity: (of Signatory): ........................................................................................................................................

Name of Tenderer: (organisation): ............................................................................................................................
Address: .................................................................................................................................................................
Telephone number: ........................................ Fax number: ...................................................................................
CIDB Registration Number of Tenderer: ...................................................................................................................

Witness:

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

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

[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]
B: ACCEPTANCE

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

The terms of the contract are contained in

- Part C1 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work
- Part C4 Site Information

and the schedules, forms, 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 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

Signature: ..........................................................................................................................................
Name: (in capitals) ..................................................................................................................................
Capacity: ..............................................................................................................................................
Name of Employer (organisation) ..............................................................................................................
Address: ..............................................................................................................................................
......................................................................................................................................................
Witness: Signature: ........................................ Name: .................................................................
Date: .........................................................
C: SCHEDULE OF DEVIATIONS

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

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

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

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

1. Subject: ..................................................................................................................................................
   Details: ..................................................................................................................................................
            ..................................................................................................................................................

2. Subject: ..................................................................................................................................................
   Details: ..................................................................................................................................................
            ..................................................................................................................................................

3. Subject: ..................................................................................................................................................
   Details: ..................................................................................................................................................
            ..................................................................................................................................................

4. Subject: ..................................................................................................................................................
   Details: ..................................................................................................................................................
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5. Subject: ..................................................................................................................................................
   Details: ..................................................................................................................................................
            ..................................................................................................................................................

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

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

FOR THE TENDERER:

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

Tenderer: (Name and address of organisation)...................................................................................

Witness:
Signature: ........................................................................................................................................
Name: ........................................................................................................................................
Date: ........................................................................................................................................

FOR THE EMPLOYER

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

Employer: (Name and address of organisation)..............................................................................

Witness:
Signature: ........................................................................................................................................
Name: ........................................................................................................................................
Date: ........................................................................................................................................
C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT ................................................................. C1.8
SPECIAL CONDITIONS OF CONTRACT ............................................................... C1.8

1. GENERAL ........................................................................................................ C1.8

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

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SCC 4.4  Subcontracting .................................................................................. C1.8
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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 2nd Edition 2010”, issued by the South African Institution of Civil Engineering. (Short title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

SCC 4.3 Legal Provisions

SCC4.3.1 Compliance with Applicable Laws.

- Add the following:

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract."

SCC 4.4 Subcontracting

SCC 4.4.3 Selection of Subcontractors in consultation with Employer

- Add the following:

"However, the Engineer's consent in respect of a particular subcontractor may be withdrawn at any time on reasonable grounds being given in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the employment of that subcontractor. Such withdrawal of the Engineer's consent shall not invalidate the contract or tendered rates."
SCC 5.12.2 Some reasons for extension of time

- **Add the following to subclause 5.12.2.2 abnormal climatic conditions:**

  "Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme.

- **Replace subclause 5.12.2.4 with the following:**

  "Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."

- **Add the following additional subclause:**

  SCC 5.12.2.5

  "Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering."

SCC 5.12.3 Relevant Adjustments to General Items

- **Add the following:**

  "In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."

SCC 6.5.1 Basis of Payment for Dayworks

"Gross remuneration" referred to in subclause 6.5.1.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc.

"Net cost of materials" referred to in subclause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.

SCC 6.9.3 Identification of Plant and materials

- **Add the following:**

  "Materials or equipment allowed by the Engineer to be temporarily stored off-site, on the premises of a manufacturer or supplier, must be stored in separate containers or compartments and must be properly and conspicuously marked and identified to the effect that the Employer is the sole owner of the materials or equipment."

SCC 7.4.4 Cost of test specimens and tests

- **Replace the comma after the word "them" in the last line of subclause 7.4.4.1 with a fullstop, and replace the word "and" with the following:**

  "The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"
SCC 10.1 Contractor’s Claim

- Add the following additional subclause:

SCC 10.1.4  “Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1”

SCC 10.5 Adjudication

- Add the following additional subclause:

SCC 10.5.4 The decision of the Adjudicator shall be enforceable with immediate effect as a matter of contractual obligation between the parties. However, if the dispute is still unresolved after Adjudication, the matter shall be referred to arbitration or court proceedings, whichever is applicable in terms of the contract.
C1.2.2 CONSTRUCTION DATA (Contract specific)

A. PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT


CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Compulsory Data

Clause 1.1.1.13:
The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

Clause 1.1.1.14:
The time for achieving Practical Completion is 12 weeks from the Commencement Date.

Clause 1.1.1.15:
The name of the Employer is Knysna Municipality.

Clause 1.1.1.26:
The Pricing Strategy is Re-measurement Contract.

Clause 1.2.1.2:
The address of the Employer is:
Physical address: Finance Building, Queen Street, Knysna
Postal address: P. O. Box 21, Knysna, 6570
Tel: 044 - 302 6300

Clause 1.1.1.16:
The name of the Engineer is Uhambiso Consult (Pty) Ltd.

Clause 1.2.1.2:
The address of the Engineer is:
Physical address: Suite 102, Bateleur Park, 133 Cradock Street, George, 6530
Postal address: P. O. Box 2462, George, 6530
Tel: 044 874 2380

Clause 5.3.1:
The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
- Initial programme (Refer to Clause 5.6)
- Security (Refer to Clause 6.2)
- Insurance (Refer to Clause 8.6)

Clause 5.3.2:
The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1:
The non-working days are Sundays.
The special non-working days are:
1. Public holidays as declared by National or Provincial Government
2. The year end break commencing on 14 December 2018 and ending on 07 January 2019
Clause 5.13.1:
The penalty for failing to complete the Works is R2 000.00 per day.

Clause 5.16.3:
The latent defect period is 10 years.

Clause 6.5.1.2.3:
The percentage allowance to cover overhead charges is ten percent.

Clause 6.8.2:
Contract Price Adjustment will not be applicable.

Clause 6.10.1.5:
The percentage advance on materials not yet built into the Permanent Works is eighty percent.

Clause 6.10.3:
The limit of retention money is five percent of the contract value.

Clause 8.6.1.1.2:
The value of Plant and materials supplied by the Employer to be included in the insurance sum is R (not applicable).

Clause 8.6.1.1.3:
The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R (not applicable).

Clause 8.6.1.3:
The limit of indemnity for liability insurance is R3 000 000.00.

Clause 10.5.3:
The number of Adjudication Board Members to be appointed is one.
B: PART 2: DATA PROVIDED BY CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor: ..........................................................................................................

Clause 1.2.1.2:

The address of the Contractor is:

<table>
<thead>
<tr>
<th>Physical:</th>
<th>Postal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>………………………..</td>
<td>………………………..</td>
</tr>
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<td>………………………..</td>
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<tr>
<td>………………………..</td>
<td>………………………..</td>
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<tr>
<td>………………………..</td>
<td>………………………..</td>
</tr>
</tbody>
</table>

E-mail: ................................................................................................................................

Telephone No: ........................................ Fax No: ....................................................

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

<table>
<thead>
<tr>
<th>Type of security</th>
<th>Contractor’s choice. Indicate “Yes” or “No”</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Value Added Tax is included for the Contract Sum and the value of the Works for calculating the percentages)</td>
<td></td>
</tr>
<tr>
<td>Performance guarantee of 10% of the Contract Sum</td>
<td>No</td>
</tr>
<tr>
<td>Retention of 10% of the value of the Works up to a maximum of 5% of the Contract Sum</td>
<td>No</td>
</tr>
</tbody>
</table>
C1.3: FORM OF PERFORMANCE GUARANTEE
C1.3: FORM OF PERFORMANCE GUARANTEE


GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: ...........................................................................................................

Physical address: ...........................................................................................................

“Employer” means: ...........................................................................................................

“Contractor” means: .........................................................................................................

“Engineer” 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

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.
PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
   3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create and 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 and 4.3:
   4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
   4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
   4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
   5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
   5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; 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.

Signed at: .................................................................................................................................

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

Guarantor’s signatory (1): ............................................................................................................

Capacity: ...................................................................................................................................

Guarantor’s signatory (2): ............................................................................................................

Capacity: ...................................................................................................................................

Witness signatory (1): ...................................................................................................................

Witness signatory (2): ...................................................................................................................
C1.4: ADJUDICATION BOARD MEMBER AGREEMENT
C1.4: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member: .................................................................

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

Contractor: .................................................................

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

Employer: .................................................................

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

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

The Parties entered into a Contract for ........................................... which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to .................................................................

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

1. The Adjudication Board Member accepts to perform this duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agrees, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board’s duties shall en upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
   a) A monthly retainer of (amount) for (number) of months, and / or
   b) A daily fee of (amount) based on a (number) hour day, and / or
   c) A hourly fee of (amount), and / or
   d) A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member’s expenses incurred in adjudication work shall be reimbursed at cost.
Upon submission of an invoice for fees and expenses to the Parties, the Contractor shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member’s bank.

This Agreement is entered into by:

Contractor’s signature: ……………………………………………………
Contractor’s name: ……………………………………………………
Place: ……………………………………………………
Date: ……………………………………………………

Employer’s signature: ……………………………………………………
Employer’s name: ……………………………………………………
Place: ……………………………………………………
Date: ……………………………………………………

Adjudication Board Member’s signature: ……………………………… ……………………
Adjudication Board Member’s name: …………………………………………… …… …
Place: ……………………………………………………
Date: ……………………………………………………
PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS
C2.2: BILL OF QUANTITIES
C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

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

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

4. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.
The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

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

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

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

5. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before close of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

6. CORRECTION OF ENTRIES

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

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Conditions of Tender and the Tender Data, clause F3.9.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of “sum” items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.
9. **UNITS OF MEASUREMENT**

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

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Unit</th>
<th>Symbol</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>mm</td>
<td>millimetre</td>
<td>h</td>
<td>hour</td>
</tr>
<tr>
<td>m</td>
<td>metre</td>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
<td>t</td>
<td>ton (1000 kg)</td>
</tr>
<tr>
<td>m²</td>
<td>square metre</td>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>m²·pass</td>
<td>square metre-pass</td>
<td>sum</td>
<td>lump sum</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
<td>MN</td>
<td>meganewton</td>
</tr>
<tr>
<td>m³</td>
<td>cubic metre</td>
<td>MN·m</td>
<td>meganewton-metre</td>
</tr>
<tr>
<td>m³·km</td>
<td>cubic metre-kilometre</td>
<td>P C sum</td>
<td>Prime Cost sum</td>
</tr>
<tr>
<td>ℓ</td>
<td>litre</td>
<td>Prov sum</td>
<td>Provisional sum</td>
</tr>
<tr>
<td>kℓ</td>
<td>kilolitre</td>
<td>%</td>
<td>per cent</td>
</tr>
<tr>
<td>MPa</td>
<td>megapascal</td>
<td>pers. Days</td>
<td>person days</td>
</tr>
<tr>
<td>KW</td>
<td>kilowatt</td>
<td></td>
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</tbody>
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C2.2: BILL OF QUANTITIES
**SUMMARY OF SCHEDULES**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page No</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General</td>
<td>C2.11</td>
<td>R</td>
</tr>
<tr>
<td>C</td>
<td>Site Clearance</td>
<td>C2.12</td>
<td>R</td>
</tr>
<tr>
<td>D</td>
<td>Earthworks</td>
<td>C2.13</td>
<td>R</td>
</tr>
<tr>
<td>DB</td>
<td>Earthworks (Pipe Trenches)</td>
<td>C2.15</td>
<td>R</td>
</tr>
<tr>
<td>L</td>
<td>Medium Pressure Pipeline</td>
<td>C2.19</td>
<td>R</td>
</tr>
<tr>
<td>LB</td>
<td>Bedding (Pipes)</td>
<td>C2.20</td>
<td>R</td>
</tr>
<tr>
<td>LC</td>
<td>Cable Ducts</td>
<td>C2.21</td>
<td>R</td>
</tr>
<tr>
<td>LF</td>
<td>Erf Connections (Water)</td>
<td>C2.22</td>
<td>R</td>
</tr>
<tr>
<td>MG</td>
<td>Bituminous Surface Treatment</td>
<td>C2.23</td>
<td>R</td>
</tr>
<tr>
<td>MK</td>
<td>Kerbing and Channeling</td>
<td>C2.24</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Pipe Schedules</td>
<td>C2.29</td>
<td>R</td>
</tr>
<tr>
<td><strong>SUB TOTAL</strong></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Add: Contingencies @ 10% as Provisional Sum to be expended only as the Engineer may direct</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td><strong>SUB TOTAL</strong></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Add: VAT @ 14%</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td><strong>TOTAL CARRIED TO FORM OF OFFER (PAGE C1.3) AND PAGE (ii) SECOND PAGE</strong></td>
<td></td>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>
## SECTION A: GENERAL (SABS 1200 A)

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<tr>
<th>ITEM NO</th>
<th>PAYMENT DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
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<td></td>
<td>SABS 1200 A: GENERAL</td>
<td></td>
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<tr>
<td>8.3</td>
<td>FIXED CHARGE AND VALUE RELATED ITEMS</td>
<td>Item Sum</td>
<td>Item Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Contractual Requirements</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Political Riot Insurance</td>
<td>Item</td>
<td>Sum</td>
<td></td>
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</tr>
<tr>
<td>8.3.2</td>
<td>Establishment of Facilities on the Site</td>
<td>Item</td>
<td>Sum</td>
<td></td>
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<tr>
<td>8.3.2.1</td>
<td>Facilities for Engineer (SABS 1200 AB)</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
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<td>c</td>
<td>Furnished Office (1 No)</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Nameboard (1 No)</td>
<td>Item</td>
<td>Sum</td>
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<td>8.3.2.2</td>
<td>Facilities for Contractor:</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Office and Storage sheds</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Workshops</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Laboratories</td>
<td>Item</td>
<td>Sum</td>
<td></td>
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<tr>
<td>h</td>
<td>Living accommodation</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Ablution and latrine facilities</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k</td>
<td>Tools and equipment</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>Water supplies, electric power and communications</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td>Dealing with water</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>p</td>
<td>Access</td>
<td>Item</td>
<td>Sum</td>
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<tr>
<td>q</td>
<td>Plant</td>
<td>Item</td>
<td>Sum</td>
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TOTAL CARRIED TO COLLECTION ON PAGE C2.11
# SECTION A: GENERAL (SABS 1200 A)

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</tr>
<tr>
<td>a</td>
<td>8.3.3 Other fixed charge obligations</td>
<td>Item</td>
<td>Sum</td>
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<tr>
<td>b</td>
<td>Compliance with OHS Act and Regulations (including the Construction Regulations 2014)</td>
<td>Item</td>
<td>Sum</td>
<td></td>
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<tr>
<td>c</td>
<td>8.3.4 Remove Engineer's and Contractor's Site establishment on completion.</td>
<td>Item</td>
<td>Sum</td>
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<td><strong>8.4 TIME RELATED ITEMS</strong></td>
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</tr>
<tr>
<td>d</td>
<td>8.4.1 Contractual Requirements including political riot insurance.</td>
<td>Item</td>
<td>Sum</td>
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<tr>
<td>e</td>
<td>8.4.2 Operate and maintain facilities on the Site:</td>
<td>Item</td>
<td>Sum</td>
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<td></td>
<td>8.4.2.1 Facilities for Engineer for duration of construction (SABS 1200 AB)</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Furnished Office</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
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<tr>
<td>f</td>
<td>Nameboard</td>
<td>Item</td>
<td>Sum</td>
<td></td>
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<tr>
<td>g</td>
<td>8.4.2.2 Facilities for Contractor for duration of construction</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Offices and storage sheds</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Workshops</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Laboratories</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k</td>
<td>Living accommodation</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>Ablution and latrine facilities</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td>Tools and equipment</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>p</td>
<td>Water supplies, electric power and communications</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>q</td>
<td>Dealing with water</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
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<tr>
<td>r</td>
<td>Access</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>s</td>
<td>Plant</td>
<td>Item</td>
<td>Sum</td>
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TOTAL CARRIED TO COLLECTION ON PAGE C2.11

*Uhambiso Consult (Pty) Ltd*  
*Bill of Quantities*
### SECTION A : GENERAL (SABS 1200 A)

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<td>8.4.3</td>
<td>Supervision for duration of construction</td>
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<td>b</td>
<td>8.4.4</td>
<td>Company and head office overhead costs for the duration of the contract</td>
</tr>
<tr>
<td>c</td>
<td>8.4.5</td>
<td>Other time-related obligations</td>
</tr>
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<td>PSA.5</td>
<td>Compliance with the OHS Act and Regulations (including the Construction Regulations 2014)</td>
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<tr>
<td></td>
<td>8.5</td>
<td>SUMS STATED PROVISIONALLY BY ENGINEER</td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>For work to be done by others:</td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>Laboratory Tests ordered by Engineer</td>
</tr>
<tr>
<td>g</td>
<td></td>
<td>Trenchless Technology: Pipe Cracking and Installation of 110 mm diam HDPE pipe inside existing 110 mm diam uPVC pipe, if required.</td>
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<tr>
<td>h</td>
<td></td>
<td>Supervision by Competent Person</td>
</tr>
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<td>Overheads, charges for accommodation and profit on item e to g above.</td>
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<th>ITEM NO</th>
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<td>Supervision for duration of construction</td>
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<td>8.4.4</td>
<td>Company and head office overhead costs for the duration of the contract</td>
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<td>8.4.5</td>
<td>Other time-related obligations</td>
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<td>For work to be done by others:</td>
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<td>Laboratory Tests ordered by Engineer</td>
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<td>Trenchless Technology: Pipe Cracking and Installation of 110 mm diam HDPE pipe inside existing 110 mm diam uPVC pipe, if required.</td>
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<td>Overheads, charges for accommodation and profit on item e to g above.</td>
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**TOTAL CARRIED TO COLLECTION ON PAGE C2.11**
## SECTION A: GENERAL (SABS 1200 A)

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<th>AMOUNT</th>
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<td>SABS 1200 A: GENERAL (CONTINUE)</td>
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<tr>
<td>8.7</td>
<td></td>
<td>DAYWORK:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NOTE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) All rates to be Gross (Mark up, profits under overheads, etc, and all requirements listed in Item 8.7 included)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>(ii) The Tenderer must state the capacity of the Plant that his rate is based on.</td>
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<tr>
<td></td>
<td></td>
<td>(iii) Dayworks will apply in quantities. Clause 40 of the General Conditions of Contract limiting increases in quantities and/or any subitems will not apply in dayworks</td>
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<tr>
<td></td>
<td></td>
<td>(iv) Standing time will be taken as 2/3 of the Rate</td>
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<tr>
<td></td>
<td></td>
<td>PLANT</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a</td>
<td></td>
<td>Excavator: 58 kW min</td>
<td>hr</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>Excavator: 95 kW min</td>
<td>hr</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>Bakkie (1 ton)</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>Grader (Cat 120G or similar)</td>
<td>hr</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>Site Foreman</td>
<td>hr</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>Trade Foreman</td>
<td>hr</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td></td>
<td>Supervisor</td>
<td>hr</td>
<td>8</td>
<td></td>
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<tr>
<td>h</td>
<td></td>
<td>Artisan</td>
<td>hr</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td></td>
<td>Operator</td>
<td>hr</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td></td>
<td>Gang Boss</td>
<td>hr</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k</td>
<td></td>
<td>Leading Hand</td>
<td>hr</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td></td>
<td>Survey Assistant</td>
<td>hr</td>
<td>5</td>
<td></td>
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</tr>
<tr>
<td>n</td>
<td></td>
<td>Labourer</td>
<td>hr</td>
<td>80</td>
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</tr>
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<td>p</td>
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**TOTAL CARRIED TO COLLECTION ON PAGE C2.11**
## SECTION A: GENERAL (SABS 1200 A)

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<tr>
<td></td>
<td></td>
<td><strong>MATERIAL</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td></td>
<td>Cement</td>
<td>bag</td>
<td>5</td>
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</tr>
<tr>
<td>b</td>
<td></td>
<td>Building Sand</td>
<td>m³</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>c</td>
<td></td>
<td>Crushed Stone (19 mm)</td>
<td>m³</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>Bricks (ROK's)</td>
<td></td>
<td>1000</td>
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**TOTAL TO COLLECTION HEREUNDER**

**COLLECTION**

- TOTAL FROM PAGE C2.7
- TOTAL FROM PAGE C2.8
- TOTAL FROM PAGE C2.9
- TOTAL FROM PAGE C2.10
- TOTAL FROM ABOVE

**TOTAL CARRIED TO SUMMARY ON PAGE C2.6**
### SECTION C: SITE CLEARANCE (SABS 1200 C)

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<tr>
<td></td>
<td>8.2.1 Clear and grub site:</td>
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<tr>
<td>a</td>
<td>* For Pipeline route (5 m wide strip)</td>
<td>m</td>
<td>250</td>
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<td>8.2.2 Remove and grub large trees and tree stumps of girth:</td>
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</tr>
<tr>
<td>b</td>
<td>(a) over 1 m and up to and including 2 m</td>
<td>No</td>
<td>4</td>
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TOTAL CARRIED TO SUMMARY ON PAGE C2.6
### SECTION D: EARTHWORKS (SABS 1200 D)

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<td></td>
<td>8.3.3</td>
<td>RESTRICTED EXCAVATION</td>
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<tr>
<td></td>
<td></td>
<td>Excavate in all materials by hand and use for backfill:</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>a</td>
<td>For Determination of Location of Underground Services.</td>
<td>m³</td>
<td>100</td>
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<tr>
<td></td>
<td>b</td>
<td>For Repair Work of Visible Leaks on Existing 110 mm diam uPVC Pipeline in George Rex Drive.</td>
<td>m³</td>
<td>120</td>
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<tr>
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<td>Excavate in all materials by hand and dispose of at an approved disposal site:</td>
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<tr>
<td></td>
<td>c</td>
<td>For Repair Work of Visible Leaks on Existing 110 mm diam uPVC Pipeline in George Rex Drive.</td>
<td>m³</td>
<td>80</td>
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<td>8.3.3 (b)</td>
<td>Extra-over item 8.3.3 for excavation in hard rock (PSD.1)</td>
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<td></td>
<td>d</td>
<td>Hard rock material</td>
<td>m³</td>
<td>15</td>
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<td>8.3.4</td>
<td>IMPORTING OF MATERIALS</td>
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<tr>
<td></td>
<td></td>
<td>Importation of backfill material from commercial sources</td>
<td>m³</td>
<td>15</td>
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<tr>
<td></td>
<td>e</td>
<td>(i) Selected Granular Material (Bedding Sand)</td>
<td>m³</td>
<td>20</td>
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</tr>
<tr>
<td></td>
<td>f</td>
<td>(ii) G7 Selected Material for main backfill.</td>
<td>m³</td>
<td>60</td>
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**TOTAL CARRIED TO SUMMARY ON PAGE C2.6**
## SECTION DB: EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)

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<td>8.3.2</td>
<td></td>
<td>EXCAVATION</td>
<td></td>
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<td>8.3.2 (a)</td>
<td>Excavation by machine in all materials for trenches, backfill by hand including compaction to 90% Mod AASHTO density, and dispose of surplus material</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>For up to 160 mm diameter water pipes for depths (width of trench 760 mm):</td>
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<td></td>
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<tr>
<td>a</td>
<td>Over and Up to m</td>
<td>0.0m 1.0m</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>m 20</td>
<td>1.0m 1.5m</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>m 10</td>
<td>1.5m 2.0m</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>For 160 mm and 110 mm diameter water pipes in same trench (width of trench = 1 170 mm) for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Over and Up to m</td>
<td>0.0m 1.0m</td>
<td></td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>m 180</td>
<td>1.0m 1.5m</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>m 20</td>
<td>1.5m 2.0m</td>
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<td></td>
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<td></td>
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<tr>
<td>8.3.2 (a)</td>
<td>Excavation by hand in all materials for trenches, backfill also by hand including compaction to 90% MOD AASHTO density and dispose of surplus material:</td>
<td></td>
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</tr>
<tr>
<td>g</td>
<td>Over and Up to m</td>
<td>0.0m 1.0m</td>
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<td>50</td>
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<td></td>
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<tr>
<td>h</td>
<td>m 350</td>
<td>1.0m 1.5m</td>
<td></td>
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</tr>
<tr>
<td>j</td>
<td>m 20</td>
<td>1.5m 2.0m</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For 160 mm and 110 mm diameter water pipes in same trench (width of trench = 1 170 mm) for depths:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>k</td>
<td>Over and Up to m</td>
<td>0.0m 1.0m</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>m 30</td>
<td>1.0m 1.5m</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td>m 10</td>
<td>1.5m 2.0m</td>
<td></td>
<td></td>
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TOTAL CARRIED TO COLLECTION ON PAGE C2.15
### SECTION DB: EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tr>
<td></td>
<td></td>
<td>SABS 1200 DB: EARTHWORKS (PIPE TRENCHES) - CONTINUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.2 (c)</td>
<td>Extra over items 8.3.2 (a) for excavation in:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td></td>
<td>Hard rock material including boulders</td>
<td>m³</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>Restricted excavation of topsoil (top part of trench 100 to 300 mm depth), place and store alongside trench separately from other excavated material, replace topsoil as part of backfill of the trench on top of the trench.</td>
<td>m</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.3</td>
<td>EXCAVATION ANCILLARIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.3.1</td>
<td>Make up deficiency in backfill material:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>(a) From other necessary excavations on site</td>
<td>m³</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.5</td>
<td>Services across and in trenches</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.5.1</td>
<td>Services that intersect a trench:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>* Water pipe / Underground Sleeves / Cables</td>
<td>No</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>* Fence line</td>
<td>No</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.5.2</td>
<td>Services parallel to a trench:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>* Water pipe / Underground Sleeves / Cables</td>
<td>m</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td></td>
<td>* Fence line</td>
<td>m</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>8.3.6.1</td>
<td>Reinstate tar road surface of Municipal Road after pipe crossing with all courses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 150 mm thick selected layer material, G7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 150 mm thick subbase material, G5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 150 mm thick base course material, G2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 30 mm thick tar premix</td>
<td>m²</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3.7</td>
<td>ACCOMMODATION OF TRAFFIC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td></td>
<td>Accommodation of traffic with crossing of municipal road with pipeline.</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL TO COLLECTION HEREUNDER**

**COLLECTION**

TOTAL FROM PAGE C2.14

TOTAL FROM ABOVE

**TOTAL CARRIED TO SUMMARY ON PAGE C2.6**
## SECTION L: MEDIUM PRESSURE PIPELINES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT R - C</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2.1</td>
<td>Supply, lay joint and bed uPVC pressure pipes. Include for disinfecting and testing.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>110 mm diam Class 9</td>
<td>m</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>160 mm diam Class 9</td>
<td>m</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2.2</td>
<td>Supplying, Fixing and Bedding of Specials complete with Couplings for: Extra-over Item 8.2.1 for: uPVC Class 16 Bends:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>110 mm diam x 11.25° (for uPVC)</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>110 mm diam x 22.5° (for uPVC)</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>110 mm diam x 45° (for uPVC)</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>110 mm diam x 90° (for uPVC)</td>
<td>No</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>160 mm diam x 11.25° (for uPVC)</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>160 mm diam x 22.5° (for uPVC)</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>160 mm diam x 45° (for uPVC)</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>160 mm diam x 90° (for uPVC)</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extra-over Item 8.2.1 for: Cast Iron Tee Pieces for uPVC Pipes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>160 mm x 160 mm x 110 mm</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td>110 mm x 110 mm x 110 mm</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cast Iron Reducers for uPVC Pipes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>p</td>
<td>160 mm x 110 mm</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>q</td>
<td>110 mm x 75 mm</td>
<td>No</td>
<td>1</td>
<td></td>
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</tr>
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TOTAL CARRIED TO COLLECTION ON PAGE C2.19
### SECTION L: MEDIUM PRESSURE PIPELINES

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<tr>
<th>ITEM NO</th>
<th>PAYMENT DESCRIPTION</th>
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<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>SABS 1200 L: MEDIUM PRESSURE PIPELINES - CONTINUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>110 mm diam (for uPVC)</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>160 mm diam (for uPVC)</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2.3</td>
<td>Extra over item 8.2.1 for supply, lay, joint and bedding of valves:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>110 mm diam</td>
<td>No</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>160 mm diam</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2.11</td>
<td>Anchor Blocks for up to 160 mm diam pipeline as shown on Project Detail No 3A to No 6A including concrete, shutters, etc:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>* Concrete Class 20 MPa/19</td>
<td>m³</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>800 mm wide x 150 mm thick Reinforced Concrete 30 MPa in sections of 1.5 m length. Complete with all formwork and Mesh Reinforcing Reference 395: 50 m x 800 mm x 150 mm = 6.0 m³</td>
<td>m³</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED TO COLLECTION ON PAGE C2.19
### SECTION L: MEDIUM PRESSURE PIPELINES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT R - C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SABS 1200 L: MEDIUM PRESSURE PIPELINES - CONTINUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2.3</td>
<td>Valve Chambers</td>
<td></td>
<td></td>
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</table>

Complete valve box including all excavation and backfill, concrete, cover and frame, reinforcement as shown on:

- a Project Detail No. 8A (Bell Toby) No 3
- b Project Detail No. 9B and 10B with locking bar as per Detail No. 17A - depth 1.5m No 1
- c Project Detail No. 11B and 12B with locking bar as per Detail No. 17A - depth 1.5m No 1
- d Project Detail No 13B and 14B with locking bar as per Detail No 17A - depth 1.5m No 1

**Diverse Items**

- e Pipeline route markers as per Project Detail No. 16A No 10

**TOTAL CARRIED TO COLLECTION ON PAGE C2.19**
## SECTION L: MEDIUM PRESSURE PIPELINES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
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<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MISCELLANEOUS: EXISTING UPVC PIPELINE IN GEORGE REX DRIVE - REFER TO DRAW NO 8495AG/03A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td></td>
<td>Testing of 110 mm diam uPVC Class 9 Pipeline between Positions A and B - test pressure 1 350 kPa and as per Clause 7.3 of SABS 1200 L. Length of Pipeline = 380 m</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>Repair of Visible Leaks recorded during testing under item a above with allowance of the following materials for supply and installation complete (excavation and backfill measured elsewhere):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 110 mm diam uPVC Pipe Class 9 - 6 m length</td>
<td>No</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 110 mm diam Cast Iron Repair Couplings - 2 No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>Re-Testing of 110 mm diam uPVC Class 9 Pipeline between Positions A and B after repair work under item b above have been done.</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td>Testing of 110 mm diam uPVC Class 9 Pipeline between Positions B and C - test pressure 1 350 kPa and as per Clause 7.3 of SABS 1200 L. Length of Pipeline = 300 m</td>
<td>Item</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td></td>
<td>Repair of Visible Leaks recorded during testing under item d above with allowance of the following materials for supply and installation complete (excavation and backfill measured elsewhere):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 110 mm diam uPVC Pipe Class 9 - 6 m length</td>
<td>No</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* 110 mm diam Cast Iron Repair Couplings - 2 No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>Re-Testing of 110 mm diam uPVC Class 9 Pipeline between Positions B and C after repair work under item e above have been done.</td>
<td>No</td>
<td>2</td>
<td></td>
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</tr>
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</table>

**TOTAL CARRIED TO COLLECTION HEREUNDER**

- TOTAL FROM PAGE C2.16
- TOTAL FROM PAGE C2.17
- TOTAL FROM PAGE C2.18
- TOTAL FROM ABOVE

**TOTAL CARRIED TO SUMMARY ON PAGE C2.6**
### SECTION LB: PROVISION OF BEDDING

<table>
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<th>ITEM NO</th>
<th>PAYMENT NO</th>
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<tbody>
<tr>
<td>SABS 1200 LB</td>
<td>PROVISION OF BEDDING</td>
<td></td>
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<tr>
<td>8.2.1 From excavation of trenches:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a Selected granular material</td>
<td>m³</td>
<td>Rate Only</td>
<td>Rate Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b Selected fill material</td>
<td>m³</td>
<td>Rate Only</td>
<td>Rate Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2.2 Supply only of Bedding by Importation from Commercial Sources</td>
<td></td>
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</tr>
<tr>
<td>c Selected granular material</td>
<td>m³</td>
<td>60</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>d Selected fill material</td>
<td>m³</td>
<td>180</td>
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TOTAL CARRIED TO SUMMARY ON PAGE C2.6
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<th>ITEM NO</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SABS 1200 LC: CABLE DUCTS</td>
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<tr>
<td>8.2.5</td>
<td>Supply, lay, bed and prove duct:</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>a</td>
<td>200 mm diam uPVC Class 6 pipe for pipe sleeves for road crossings.</td>
<td>m</td>
<td>40</td>
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TOTAL CARRIED TO SUMMARY ON PAGE C2.6
### SECTION LF: ERF CONNECTIONS WATER

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
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<th>UNIT</th>
<th>QTY</th>
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<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td><strong>SABS 1200 LF: ERF CONNECTIONS WATER</strong></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>8.2.1</td>
<td></td>
<td>Provide erf connections complete (no water meters and saddles measured separately) for the following pipes: - Refer to Detail No. 18A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td></td>
<td>Single erf connection</td>
<td>No</td>
<td>25</td>
<td></td>
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</tr>
<tr>
<td>8.2.3</td>
<td></td>
<td>Poly type saddle pieces for the following pipe sizes:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>b</td>
<td></td>
<td>110 mm diameter drilled to fit elbow for 25 mm HDPE pipe</td>
<td>No</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>Supply all materials and provide 15 mm KSM Kent Water meter complete with box as per Project Detail No. 19A (if required).</td>
<td>No</td>
<td>6</td>
<td></td>
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</table>

TOTAL CARRIED TO SUMMARY ON PAGE C2.6
<table>
<thead>
<tr>
<th>ITEM NO</th>
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<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SABS 1200 MG: BITUMINOUS SURFACE TREATMENT</td>
<td></td>
<td></td>
<td></td>
<td>1100</td>
</tr>
<tr>
<td>a</td>
<td>8.4.4 Bituminous surface treatment with 13.2 mm aggregate and one slurry seal (Part of Emu Crescent).</td>
<td>m²</td>
<td>1100</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Confirm type and grade of bituminous binder offered:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Type: …………………………………………</td>
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</tr>
<tr>
<td></td>
<td>Grade: ………………………………………</td>
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<tr>
<td>b</td>
<td>8.4.6 Variations in quantities of bituminous binder:</td>
<td></td>
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<td></td>
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<tr>
<td>c</td>
<td>8.4.7 Variations in quantities of aggregate:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>8.4.8 Variation in the rate of application of slurry seal.</td>
<td>m³</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>New Item - Repair of Various Smaller Areas</td>
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<tr>
<td></td>
<td>Repair of existing tar surface - 30 mm thick Tar Premix on 150 mm thick compacted imported G2 base course material.</td>
<td>m²</td>
<td>60</td>
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TOTAL CARRIED TO SUMMARY ON PAGE C2.6
## SECTION MK: KERBING AND CHANNELING

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<td>a</td>
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<td>SABS 1200 MK: KERBING AND CHANNELING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Concrete Kerbing - Supply, Bed and Lay for the construction of depressed barrier kerb as per Project Detail No. 20A, including concrete bedding.</td>
</tr>
<tr>
<td>b</td>
<td></td>
<td>Repair work of 200 mm wide strip between edge kerb and edge of tar - allow for 150 mm thick imported G2 base course material for backfill and 30 mm thick premix tar (180 m x 0.2 m wide = 36 m²).</td>
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<table>
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<td>m</td>
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<td>m²</td>
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TOTAL CARRIED TO SUMMARY ON PAGE C2.6
The following abbreviations are used:

d/f - Double flange
p/f - Puddle flange
t/l - Total length
Ø  - diameter
AC - Fibre cement
GMS - Galvanized mild steel heavy duty hot dipped galvanized

ss - Stainless steel
Al - Aluminium
CI - Cast Iron
3CR12 - 3CR12 stainless steel

Notes
1. The rate for special items include for fixing, building in, nuts, bolts, water proofing, backing material, wall brackets, rawl bolts etc as required for the complete fixing or building in of the items shown on the details and drawings.

2. Steel Pipes and Specials
   All steel pipes should be Grade C to SABS 719 with outside diameters to BS 3600 suitable for an internal pressure of 18 bar. The minimum wall thickness to be 5 mm for pipe special up to 250 mm Ø and 8 mm wall thickness for pipe specials larger than 250 mm Ø. Where steel pipes are to be joined to other pipes by means of Triplex or short collar couplings, the steel pipe should be fitted with a steel collar machined to the outside diameter of the pipe to joined to.

3. Jointing Material: Flanges and Accessories
   All flanges are to drilled to SABS 1123 Table 10

4. Corrosion Protection
   (i) Steel Pipes
       Sandblast all surfaces to Sa 2.5 (Swedish Standard SIS.05/59/00-1997) and apply hot dipped galvanising according to SABS 763 (heavy duty).

   (ii) Cast Iron
       See Project Specification PSL.3
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<thead>
<tr>
<th>ITEM</th>
<th>PIPE Ø</th>
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<tr>
<td>1</td>
<td>100 Ø</td>
<td>Viking Johnson Coupling</td>
</tr>
<tr>
<td>2</td>
<td>100 Ø</td>
<td>Hot Dipped Galvanised Flanged Steel Adaptor</td>
</tr>
<tr>
<td>3</td>
<td>100 Ø</td>
<td>Hot Dipped Galvanised Steel Puddle Pipe with both ends flanged and Puddle in middle - Length = 600 mm</td>
</tr>
<tr>
<td>4</td>
<td>100 Ø</td>
<td>Cast Iron Flanged Resilient Seal AVK Gate Valve with end cap</td>
</tr>
<tr>
<td>5</td>
<td>100 Ø</td>
<td>Hot Dipped Galvanised straight Steel Pipe with both ends flanged - Length = 200 mm</td>
</tr>
<tr>
<td>6</td>
<td>100 Ø</td>
<td>100 x 100 x 100 mm diam Hot Dipped Galvanised Steel Tee Piece with all three ends flanged</td>
</tr>
<tr>
<td>7</td>
<td>100 Ø</td>
<td>Hot Dipped Galvanised 90° Steel Bend with both ends flanged</td>
</tr>
<tr>
<td>8</td>
<td>100 Ø</td>
<td>Cast Iron Flanged Adaptor to fit uPVC Pipe</td>
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TOTAL CARRIED TO COLLECTION ON PAGE C2.29
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<td>Cast Iron Flanged Adaptor to fit 110 Ø uPVC Pipe</td>
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PART C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS
C3.2: PROJECT SPECIFICATIONS
C3.3: PARTICULAR SPECIFICATIONS
C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the latest editions of the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A   -   GENERAL
C   -   SITE CLEARANCE
D   -   EARTHWORKS
DB  -   EARTHWORKS (PIPE TRENCHES)
L   -   MEDIUM PRESSURE PIPELINES
LB  -   BEDDING (PIPES)
LC  -   CABLE DUCTS
LD  -   SEWERS
LF  -   ERF CONNECTIONS (WATER)
MG  -   BITUMINOUS SURFACE TREATMENT
MK  -   KERBING AND CHANNELING

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

SANS 1921 (2004): Construction and Management Requirements for Works Contracts
                         Part 1:  General Engineering and Construction Works; and
                         Part 2:  Accommodation of Traffic on Public Roads Occupied by the Contractor.
# C3.2 Project Specification

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## B: Amendments to Standard and Particular Specification

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<td>C3.25</td>
</tr>
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STATUS

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

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

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

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.
A GENERAL

PS-1 GENERAL DESCRIPTION

The scope of the Works is shown on the drawings which must be read with the remainder of the Contract Documents.
The Works under the Contract shall include the construction of the following facilities:

- Provision of New Rising Main to High Level Reservoir.
- Provision of New Feeder Main from High Level Reservoir to higher lying pressure zone area.
- Testing of an existing uPVC water mains in lower lying pressure zone area.
- Repair or Replace existing PVC water mains in lower lying pressure zone area after testing.
- New House / Erf Connections in lower lying pressure zone area.
- Repair of existing tar and concrete roads.

The Client is Knysna Municipality, Knysna.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Locality
The site of the Works is shown on the Locality Plan – Project Detail No 1. Knysna is situated approximately 60 km east of George and approximately 250 km west of Port Elizabeth.

PS.2.2 Ownership
The site for the water mains is in municipal road reserves.

PS.2.3 Access
Access to the site for the water mains is from the existing municipal roads.
PS.2.4 Weather Conditions
Knysna has a moderate climate with warm summers and cool winters. The average rainfall for the area is summarized below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Average Monthly Rainfall (mm)</th>
<th>Average Days per month with more than 10 mm/day Rainfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>43</td>
<td>1.6</td>
</tr>
<tr>
<td>February</td>
<td>42</td>
<td>1.6</td>
</tr>
<tr>
<td>March</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>April</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>May</td>
<td>51</td>
<td>1.6</td>
</tr>
<tr>
<td>June</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>July</td>
<td>45</td>
<td>1.6</td>
</tr>
<tr>
<td>August</td>
<td>59</td>
<td>2.4</td>
</tr>
<tr>
<td>September</td>
<td>58</td>
<td>2.4</td>
</tr>
<tr>
<td>October</td>
<td>57</td>
<td>2.4</td>
</tr>
<tr>
<td>November</td>
<td>50</td>
<td>1.6</td>
</tr>
<tr>
<td>December</td>
<td>43</td>
<td>1.6</td>
</tr>
<tr>
<td>TOTAL</td>
<td>593</td>
<td>21.6</td>
</tr>
</tbody>
</table>

In terms of Clause SCC.5.12.2 of the Special Conditions of Contract, extension of time will only be considered for abnormal rainfall.

PS-3 NATURE OF GROUND AND SUBSOIL CONDITIONS
The details of the geotechnical investigation are included under PART C4: SITE INFORMATION.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
PS-4.1 Completion Time
The Completion Time for the Works under this Contract is as specified - 12 weeks excluding statutory holidays and non-working days.

The completion period must include for time lost due to normal rainfall. See also Special Conditions of Contract Clause SCC 42.3.

PS-4.2 Tender Programme
Submit the Preliminary Works Programme with the Tender Document in a bar chart format showing the period allocated to each major activity.

PS-4.3 Construction Programme
Submit the Construction Programme within 7 days of acceptance of Tender. The construction programmes is to be a time-chart clearly indicating the proposed construction programme and sequence of performing the Works comprising the Contract. Prepare the time-chart in the form of a summary network; activity orientated, showing interdependencies, critical path and with each activity shown as a clearly defined work item or group of items reflected in the Schedule of Quantities. Only major work activities need be shown but, in addition, the network must include activities for establishment, procurement of materials and equipment, and any other preparatory time factors. Draw the time-chart to a horizontal scale of time with calendar dates stated in the Project Specification. Arrange to show the “Critical Path” as a heavy double line, with all other activities with their float times as single full lines.

PS.5 SITE FACILITIES AVAILABLE
PS-5.1 Service available
The contractor must make all his own arrangements with the relevant authorities and pay all costs involved in the provision of temporary services.

PS-5.2 Labourers
The Contractor must make his own arrangements for housing of labourers. No labourers other than the Security Guard will be allowed to overnight on the Site.

As specified per Project Specification PS.11 90% of the unskilled labour force must be from Knysna. No labourers will be allowed to stay overnight on site.
PS-6  SITE FACILITIES AVAILABLE

PS-6.1 Location of the Contractor’s Camp

The Contractor will only be allowed to erect construction camps at an approved designated site. The camp must be fenced according to the Contractor’s layout requirements for his camp, working space and areas for storage. The position of stockpile areas, which may be allocated outside the fenced area, will be subject to the Engineer’s approval. The Contractor must allow for temporary fencing under the item “Establishment of Facilities on Site” in the Schedules of Quantities. The fence shall be of a minimum 5 strand, 1.5m high construction. The Contractor is required to submit a detailed drawing to the Engineer showing the proposed positions of site offices, stores, temporary works, fixed constructional plant as well as stockpile areas and fencing for approval before commencing establishment.

PS-6.2 Facilities for the Resident Engineer

The Contractor shall supply a furnished office for the Engineer’s Representatives as specified under SABS 1200 AB. One room furnished with at least one table and eight chairs shall be provided where site meetings will be held.

PS-6.3 Nameboards

One nameboard conforming to the dimensions and colours as specified under PART 11: Detail No 4 shall be erected at the Site. The Contractor will be permitted to erect his own and subcontractor’s nameboards elsewhere on site.

PS-6.4 Telephone facilities:

The Contractor must arrange for adequate telephone or cellular phone communicating to and from the site. Allow for all phone charges, rentals, call charges, etc under the appropriate payment items under “GENERAL”.

PS-6.5 Tests and Samples

A Provisional Amount has been included under General for laboratory testing which the Engineer may require for quality control. The Provisional Amount for Tests and Samples under General does not include for any testing and samples which are in terms of this Contract the responsibility of the Contractor.

The Contractor must include sufficient time in his Programme for all testing and inspections required in terms of the Contract. The Contractor intends to use, prior to the laboratory testing of any samples, etc.

The Contractor is responsible for his own detailed and continuous quality control as specified and required in terms of the Contract. The Contractor must allow for all costs connected to transporting, sampling laboratory testing, inspections, etc as required in the appropriate and relevant items in the Schedule of Quantities.

The contractor must make his own arrangements for testing and sampling as required in terms of the Contract. The Contractor must supply the Engineer within 24 hours after completion of testing with properly authorised and documented test results. The Contractor are also responsible to keep at the site office proper and specific records of all testing and test results.

PS-6.6 Survey Instruments

The Contractor is responsible to supply proper and sufficient survey instruments for his setting out of the works, taking levels, checking etc. These survey instruments must be kept on site for the duration of the Contract.

PS-6.7 Sanitation Facilities

Supply proper and sufficient chemical toilet facilities. Service and maintain these facilities for the full duration of the Contract. The Contractor must allow for all costs related to sanitation in the appropriate General payment items.
C3 - SCOPE OF WORK

PS-7 LOCATION OF EXISTING UNDERGROUND SERVICES

PS-7.1 Prior to commencement of construction the Contractor shall make an appointment with the local authority in conjunction with the Engineer to determine the position of all existing services to the satisfaction of the Contractor. The positions of all known existing services are shown on the drawings.

Existing underground services on the Site as shown on the Drawings or pointed out to the Contractor shall be exposed by hand excavation, clearly marked and their positions and levels relative to fixed reference points be recorded on a sketch to be submitted to the Engineer prior to commencing work on the Site.

PS-8 PROTECTION OF EXISTING SERVICES

The Contractor must provide proper and effective measures to ensure the protection of all existing services.

PS-9 SURVEY PEGS

The Contractor must do his own setting out from pegs of which positions are shown on the drawings and/or pointed out to him by the Engineer in writing.

The Contractor will be liable for costs for the replacement of existing pegs by a qualified Land Surveyor appointed by the Engineer, where such pegs are removed or damaged. Where the construction operation is such due to the nature of the Works that pegs will be unavoidable disturbed, the prior agreement of the Engineer must be obtained of their destruction otherwise the Contractor will be held liable for the cost of their replacement.

PS-10 “AS BUILT” DRAWING

As the Works progress, the Contractor must keep a record of all changes from the drawings issued at the start of the construction phase. The Contractor will be supplied with an extra set of construction drawings for this purpose. The Completion Certificate will not be issued before the “As Built” Drawings have been supplied by the Contractor to the Engineer. No separate payment will be made for this service as it is deemed that all expenses for this service is covered by the rates for the applicable items.

PS-11 EMPLOYMENT OF LOCAL LABOUR AND USING LABOUR INTENSIVE CONSTRUCTION PRACTICES

The Contractor shall:

(i) Employ as many unemployed people from Knysna as possible work on this Contract. The Contract Conditions require that 100% of the unskilled force for this Contract must be from the unemployed from Municipal area.

(ii) Use as far as possible labour intensive construction methods for the construction of the Works.

PS-12 APPLICABLE STANDARIZED AND PARTICULAR SPECIFICATIONS

The applicable Standardized Specifications (SABS 1200 series) are listed in this document. It is required that the Contractor shall keep a complete set of the specifications from SABS 1200 that form part of the Contract, on site for the duration of the Contract.

PS-13 TRAFFIC AND SAFETY CONTROL MEASURES (also see PSDB.3)

The Contractor shall provide and properly maintain all barricades, warning signs, notices, lightning, fencing, etc necessary for safety and traffic control of the Works under this Contract. The Contractor shall be responsible for the safety of all works on the Site. The Contract must allow for all costs related to traffic and safety under the relevant payment items under GENERAL.

Knysna: The Heads – Upgrading of Existing Water Network, Phase 2
January 2018
**PS-14 OCCUPATIONAL HEALTH AND SAFETY** *(Read with SANS 1921-1:2004 clause 4.14)*

**PS-14.1 General Agreement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Occupational Regulations 2014 issued on 07 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form included in Part T2 – Returnable Documents.

**PS-14.2 Health and Safety Specifications and Plans to be submitted at tender stage**

- **Employer's Health and Safety Specification**
  
  The Employer's Health and Safety Specification is included in the tender documents as part of the Project Specifications.

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

  1. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
  2. pro-active identification of potential hazards and unsafe working conditions;
  3. provision of a safe working environment and equipment;
  4. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas *(Regulation 5)*;
  5. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
  6. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation Section 7 also include the appointment of a designer for temporary works that is registered as a technologist or engineer at the Engineering Council of South Africa and other applicable regulations; and
  7. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.
PS-14.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer’s Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer’s Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.
PS-15 LABOUR INTENSIVE METHODS AND USE OF LOCAL CIDB SUBCONTRACTORS

Labour-intensive methods must be maximized to ensure the maximum benefit for the communities within municipal area.

The laying of new water mains is earmarked for labour intensive methods. Only trench excavation by machine will be allowed. All backfilling of trenches and bedding must be done by hand.
PORTION 2: VARIATION TO REQUIREMENTS OF THE STANDARDISED SPECIFICATION, SABS 1200

PSA GENERAL (SABS 1200 A)

INTERPRETATIONS

PSA.1 Value Related Charge (Clause 2.3(c))
The Employer reserves the right to alter the scope of the work should financial constraints and budget limitations require so.
Value-related charge shall have the following meaning:
“Value related charge: A charge, the amount of which is varied pro-rata to the final value of the measured work executed and valued in accordance with the provision of the Contract”

MATERIAL

PSA.2 Quality (Clause 3.1)
Where applicable all pipes, materials and fittings shall have the SABS mark of approval.

CONSTRUCTION

PSA.3 Setting Out (Clause 5.1.1)
Setting out shall be done from benchmarks and pegs supplied by the Engineer. The Contractor to do a closed survey between bench marks before construction starts and report any discrepancies to the Engineer.

MEASUREMENT AND PAYMENT

PSA.4 Insurance (Clause 8.3.1)
The works shall be insured against political unrest. Insurances must be valid and in place until the end of the defects liability period.

PSA.5 Compliance with OHS Act and Regulations (Including the Construction Regulations 2014 [New Clause])
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.

Please note that the Contractor must supply proof that the following conditions of the OHS Act and Construction Regulations (2014) has been complied with before construction can start:
- Notification to the Provincial Director (Department of Labour) as required;
- Notification to any other authority as may be required;
- Submission of a project Health and Safety Plan to the Engineer for approval (allow one week for approval).

The Client’s specification in terms of the OHS Act is included in this document.
PSAB  ENGINEER’S OFFICE (SABS 1200 AB)

MATERIALS

PSAB.1 Nameboards (Clause 3.1) (Also see PS.6.3)
Supply one nameboard complying with the recommendations of the South African Association of Consulting Engineer as shown on PART 10: PROJECT DETAIL No. 2, to be erected at position as indicated by Engineer within 21 days from Notice to Commence with the Works.

PSAB.2 Office Building (Clause 3.2) (Also see PS.6.2 and PS.6.7)
A fully furnished separate office is required for the Engineer’s representative.

PSAB.3 Laboratory (Also see PS.6.5)
No soil laboratory is required on site under this Contract.

CONSTRUCTION

PSAB.4 Telephone (Clause 5.4) (Also see PS.6.4)
Provide sufficient telephone or cellular phone services for the duration of the contract on site.

PSAB.5 Survey Assistance (Clause 5.5) (Also see PS.6.6)
The Contractor must provide as and when required, one semi-skilled and one unskilled assistants for the assistance of the Engineer for the Contract duration. Payment for the services of survey assistant will be made under dayworks.

PSC  SITE CLEARANCE (SABS 1200 C)

CONSTRUCTION

PSC.1 Areas To Be Cleared and Grubbed (Clause 5.1)
Area of works where new services will be installed.
The width and extent of the site to be cleared will be confirmed by the Engineer in writing.

PSC.2 Removal of Topsoil (Clause 5.6)
Topsoil removal will only be paid for where specifically ordered by the Engineer.
PSD EARTHWORKS (SABS 1200 D)

MATERIALS

PSD.1 Classification for Excavation Purposes: Classes of Excavation (Clause 3.1.2)
Intermediate excavations [3.1.2(b)] and boulder excavation Class A [3.1.2(d)] shall be classified as soft excavation [3.1.2(a)] and boulder excavation Class B [3.1.2(e)] shall be classified as hard rock excavation[3.1.2(c)].

PSD.2 Selection: General (Clause 3.3.1)
The Contractor shall take care as not to pollute any useful material from excavations.

CONSTRUCTION

PSD.3 Precautions: Existing Services (Clause 5.1.2) (Also see PS.7)
The Contractor must expose all existing services - before commencement of excavations - shown on drawings or which has been pointed out to him. No additional payment will be made if any of these services are damaged and any direct or consequential cost due to the damage of existing services will be for the contractor’s account.
The cost for exposing existing services as per the drawings or as pointed out to the Contractor on site must be covered by the tender rates for crossing services or working parallel with services. Where there is reason to expect the presence of services, other than that covered under the items “crossing existing services” or “working parallel with existing services” payment will be made for the location of such services as per Payment Clause 8.3.8.1 (c).

PSD.4 Methods and Procedures: Clearing and Stripping of Site (Clause 5.2.1.1)
The extend of the site clearing and stripping of topsoil is specified under PSC. 1. Clearing and grubbing shall not include for removal of topsoil unless specifically ordered by the Engineer.

PSD.5 Methods and Procedures: Excavation: Disposal (Clause 5.2.2.3)
Surplus material and material unsuitable for backfill is to be spoiled at an approved Disposal Site.

Excavations are measured to final heights, as shown on the drawings. The cost of backfilling and compaction of material to make up for the over excavation will be borne by the Contractor.

PSD.6 Methods and Procedures: Freehaul (Clause 5.2.5.1)
The freehaul distance within which the Contractor will be required to move material without separate compensation shall be 10.0 km.

PSD.7 Methods and Procedures: Transport for Earthworks: Overhaul (Clause 5.2.5.2)
No overhaul will be paid for material transported to any of the Disposal Sites within the 10.0 km freehaul distance. Prior written approval from the Engineer is in all cases required before any overhaul will be payable.

PSD.8 Methods and Procedures: Over Excavation around Manholes and Structures
The tariff for over excavation must allow for the backfilling and compaction with approved material as specified in PSD.5.
PSDB EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)

MATERIALS

PSDB.1 Classes of Excavation (Clause 3.1)
Intermediate (sub clause 3.1.2 (b) of SABS 1200) shall be classified as soft excavation (sub clause 3.1.2 (a) of SABS 1200 D).

CONSTRUCTION

PSDB.2 Precautions: General (Clause 5.1)
The Contractor must comply and arrange his construction programme in regard to open trenches as follows:
(i) Not more than 500 metre open trenches at any time of the construction period. Open trenches is define as a trench not backfill completely to natural ground level.
(ii) Not more than 500 metre of pressure pipelines been laid without the hydraulic pipe tests been done. Hydraulic pipe tests is define as per Clause 7.3 of SANS 1200 L – Medium Pressure Pipelines.

PSDB.3 Precautions: Accommodation of Traffic and Access to Properties (Clause 5.1.3)
Supply, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices and take all the necessary precautions for the protection of the work and safety of the public for work areas in road reserve of existing roads. These work shall be carried out in consultation with and to the satisfaction of the Engineer.

PSDB.4 Precautions: Existing Services That Intersects or Adjoin Trenches (Clause 5.1.4)
Before commencing of any trench excavations the Contractor must obtain the positions of existing services from the Drawings, Engineer and the Local Authority. All existing services that are crossed or which are being dug parallel to must be covered by hand before excavation work starts. The measures prescribed under PSD.3 must be adhered to when working close to existing services. The cost for exposing existing services must be covered by the tender rates for crossing services or working parallel to services.

PSDB.5 Minimum Base Width Specified (Clause 5.2)
The base width of trenches shall have a side allowance of 300 mm on both sides of the pipe.

PSDB.6 Excavation (Clause 5.4 and 8.3.2(a))
Use appropriate control and construction methods to obtain suitable selected fill material from trench excavations. Select and place suitable fill material separate. The cost for selection of suitable material from trench excavation, including the cost of all labour and equipment, must be included under the unit tariff for trench excavations.

PSDB.7 Backfilling: Material for Backfilling (Clause 5.6.2)
Obtain suitable material for selected fill blanket from trench excavations. Use material from trench excavations for main fill. Place topsoil material from trench excavations at the top of main fill.

PSDB.8 Backfilling: Disposal of material (Clause 5.6.3 and 5.6.4)
Surplus material and material unsuitable for backfilling is to be spoiled at the approved Disposal Site as indicated by the Engineer. The material at the disposal sites must be evenly graded to ensure adequate drainage of the site. The cost thereof must be included in the rates for the pipe trenches and earthworks.

PSDB.9 Compaction: Areas Subject To Traffic Loads (Clause 5.7.2)
All pipeline road crossings are subject to traffic loads.

MEASUREMENT AND PAYMENT

PSDB.10 Scheduled Items: Overhaul (Clause 8.3.3.4)
No overhaul will be paid for surplus material from trench excavations or for material unsuitable for backfill transported to be spoiled to the disposal sites within the freehaul distance of 10.0 km.
PSDK  GABIONS AND PITCHING (SABS 1200 DK)

PSDK.1  Surface preparation for bedding (Clause 8.2.1)
Surface preparation for bedding shall be prepared from in-situ material to a thickness of 100 mm and compacted to a density of 93% MOD AASHTO.

PSDK.2  Gabions (Clause 8.2.2)
The Contractor is to confirm the sizes of all mattresses and gabions and obtain approval from the Engineer of the sizes before ordering material.

PSDK.3  Geotextiles (Clause 8.2.4)
The type of geotextile to be used is to be equal or better than KAYMAT A5/U34.

PSDK.4  Grouted pitching (Clause 8.2.5)
The grouted pitching required under this contract must comply with the requirements of medium in terms of size / mass as per Clause 3.2.1 or as specified.
C3 - SCOPE OF WORK

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January 2018

PSG  CONCRETE (STRUCTURAL) (SABS 1200 G)

MATERIALS

PSG.1 Cement: Applicable Specifications (Clause 3.2.1)
No ordinary Portland Cement with a Sodium monoxide content (calculated as Na₂O + 0.658 K₂O) that exceeded 0.6% may be used in reinforced concrete, unless it is used together with an approved coarse aggregate that has through testing proved that it is non-reactive towards a potential alkali-aggregate reaction. Sulphate resistant or Low Alkaline Portland Cement that complies to the above criteria may be used with any approved aggregate.
Supply all cement of a specific type from a single source for the duration of the contract.

PSG.2 Cement: Storage of Cement (Clause 3.2.3)
Cement may not be stored for periods of longer than 10 weeks without the Engineer’s approval.

PSG.3 Aggregates (Clause 3.4)
Fine and coarse Aggregate must comply to the requirements of SABS 1083.
Fine aggregate must be clean silicate sand that occurs naturally. The broken shell content as determined by SABS Method 840 may not exceed 30% by mass.
The coarse aggregate must all remain on the 4,75 mm sieve, the dust content excluded. The maximum dust allowed content will be 0,5% by mass. The flakiness index determined as per SABS Method 847 may not exceed 30% for 26,5 mm aggregate and 25% for 19,0 mm aggregate.
The 10 percent “FACT” minimum value for the coarse aggregate must be the value of the concrete subjected to surface friction.
The use of “Plums” will not be allowed in any strength concrete.

PLANT

PSG.4 Formwork: Ties (Clause 4.5.3)
Limit the quantity of ties through walls to a minimum by using formwork systems with large tie spacing.
In walls, use trough ties that can be pulled out after concrete has been cast. Drill tie sleeves out, sandblast the tie holes and fill and ram the holes with an approved non-shrink watertight cement grout.
Non-through ties that are approved for other elements than walls must be supplied with the minimum cover as prescribed for concrete. Sandblast the holes and fill it immediately with an approved epoxy grout.

CONSTRUCTION

PSG.5 Reinforcement: Cover (Clause 5.1.3)
Tie wires that are used to secure reinforcement must be tied tightly around bars at the bar crossings and with cut-off ends bend to the inside. A nominal decrease in the cover of 3 mm will be allowed for the tie wire. The minimum concrete cover in all cases will be 40 mm unless shown otherwise on the drawings.

PSG.6 Formwork (Clause 5.2)
Provide all exposed corners of walls, beams, slabs and any other concrete elements that are not covered by backfilling with 20 x 20 mm chamfers. All concrete that is exposed requires a smooth formwork finish, while concrete below backfill requires a rough finish formwork.
The repair of deficiencies for concrete with a smooth finish must include for a filling of air bubbles where the dimensions of bubbles are larger than 10 mm.
Full payment for formwork will only be made when concrete has been finished off to the required standard. No formwork is measured or paid for blinding layers and strip foundations.

PSG.7 Formwork: Preparation of Formwork (Clause 5.2.2)
All formwork must be treated with a releasing agent that complies to the prescribed surface finish. Submit details of the releasing agent to the Engineer before using it on site.
PSG.8 Formwork: Removal of Formwork (Clause 5.2.5)
Remove formwork at the earliest possible stage as is allowed for under Table 2 with due consideration of the climatic conditions and temperatures, in order to restrict temperature increases due to hydration in the concrete to a minimum.

PSG.9 Concrete: Quality: Concrete Consistency (Clause 5.5.1.2)
Provide a standard slump cone with a baseplate and ram rod on site. Standard slump tests must be performed at regular intervals as part of the control to ensure the provision of a good quality concrete. Slumps must comply to Table 3, except for slabs that may have a slump of 60 mm.

PSG.10 Concrete: Quality: Durability (Clause 5.5.1.5)
No reinforced concrete that are exposed or that forms a part of a water retaining element may have a water content that are more than the smallest value as indicated in Table 5 for concrete mixes for Severely Exposed Conditions, or be greater than 0,50.

PSG.11 Concrete: Quality: Concrete: Strength (Clause 5.5.1.7)
Strength concrete must be provided according to the general notes as described on the drawings. Design the mix proportions of strength concrete to provide a workable, non-bleeding, non-segregating mix with an average concrete strength of that of the prescribed cube strength plus 1,64 times the standard deviation. Assume that the level of control over the concrete batching will be such that the standard deviation at the beginning of the contract will be 0,182 times the prescribed cube strength. The target strength of the design mix will therefore be 1,30 times the prescribed cube strength. Any mix that shows a tendency to bleed after placement must be adjusted to restrict bleeding so as to ensure that concrete curing of horizontal and slanted surfaces can be practically be achieved.

PSG.12 Concrete: Construction Joints (Clause 5.5.7)
Where applicable provide construction joints at positions as indicated on the drawings.

PSG.13 Concrete: Concrete Surfaces (Clause 5.5.10)
Concrete surfaces such as blinding, granolite and benching must be finished off with a straight edge to provide a reasonable finish. This finish is not measured or paid separately but is part of the rate of the concrete.
(i) Wood Finish
Where a wood float finish is specified or listed, the surface must be finished off as specified in sub clause 5.5.1.1 of SABS 1200G, and after the concrete had sufficiently hardened, the concrete must then be finished off to form a uniform surface that are free of trowel marks. The finished surface must only be floated to the extend as to provide uniform surface finish.
(ii) Steelfloat finish
Where a steelfloat finish has been specified or listed, the surface must be prepared in the same manner as for a wood float finish, except that after the moisture layer has disappeared and the concrete has sufficiently hardened to avoid the movement of cement foam at the surface, the surface must then be floated with a steelfloat on which only sufficient pressure is exerted to ensure a dense, smooth and uniform surface that is free from trowel marks.

PSG.14 Concrete: Defects (Clause 5.5.14)
Any deficiencies in the concrete or surface finishes must be inspected by the Engineer immediately after the formwork has been removed. Where repair work is prescribed, this must be strictly done according to the Engineer’s instruction.

TOLERANCES

PSG.15 Permissible Deviations (Clause 6.2)
Reinforced concrete elements must be finished off to the permissible deviation Level 2, except for diameter dimensions that may not be smaller than is shown on the drawings.
PSL MEDIUM PRESSURE PIPELINES (SABS 1200 L)

MATERIALS

PSL.1 Material (Clause 3)

Steel Pipes and Specials (Sub-Clause 3.4)
All steel pipes should be Grade C to SABS 719 with outside diameters to BS 3600 suitable for an internal pressure of 18 bar. The minimum wall thickness to be 5 mm for pipe special up to 250 mm ø and 8 mm wall thickness for pipe specials larger than 250 mm ø. Where steel pipes are to be joined to FC pipes by means of Triplex or short collar couplings, the steel pipe should be fitted with a steel collar machined to the outside diameter of the FC Pipe.

uPVC Pipes (Sub-Clause 3.7.1)
All uPVC pipe should be to SABS 966 and as per Class specified.

HDPE Pipes (Sub-Clause 3.7.2)
All HDPE pipes should be to SABS 533 Type 4 and as per Class specified.

PSL.2 Jointing Material: Flanges and Accessories (Clause 3.8.3)
All flanges are to drilled to SABS 1123 Table 10

PSL.3 Corrosion Protection (Clause 3.9)

(i) Steel Pipes
Sandblast all surfaces to Sa 2.5 (Swedish Standard SIS.05/59/00-1967) and apply hot dipped galvanising according to SABS 763 (heavy duty).

(ii) Cast Iron fittings are to be painted in the following way:
- Surface Preparation
  Mechanical or hand wire brush all surfaces to remove loose rust and loose millscale to an Sa.2 finish to Swedish Standard SIS.05/59/00-1967.
- Priming
  To clean metal, apply one coat of EPOXY TAR coating.
- Coating
  Apply 3 coat of EPOXY TAR coating (Black or Brown) by brush or dipping to give a minimum dry film thickness of 100 microns per coat. The final coating shall be black. Consecutive coats shall be applied within 24 hours of each other, but the minimum overcoating time will be dependent on the ambient temperature and humidity.

(iii) Cast Iron valves are to be painted in the following way:
At Fabricator’s Yard
- Surface Preparation
  Mechanical or hand wire brush all steel surfaces to remove loose rust and loose millscale to an Sa.2 finish to Swedish Standard SIS.05/59/00-1967.
- Priming
  To the clean metal, apply one coat of RED LEAD PRIMER, to SABS 312 1974, Type II, Grade II. The minimum dry film thickness shall be 25 microns.
On Site Planning before Erection (if applicable)
Damaged areas shall be repaired removing any rust, oil, dust, etc and spot-priming with one coat of RED LEAD PRIMER
- Intermediate Coat
  Apply one coat of General Purpose Undercoat (Ref SAR 136) to give a minimum dry film thickness of 25 microns.
- Finish Coat
  Two coats of UNIVERSAL HIGH GLOSS ENAMEL in a colour to be selected by the Engineer shall be applied to give a minimum dry film thickness of 50 microns per coat. The total dry film thickness shall not be less than 100 microns.

(iv) Viking Johnson and Short Collar Couplings
All VJ and short collar couplings to be wrapped in denso tape and protected as shown on Project Detail L110.
PSL.4 Valves (Clause 3.10)
  (i) Stop Valves (AVK Type)
      Stop valves are to be resilient seal, Class 16, anti-clockwise closing, waterworks pattern
      with captop unless otherwise specified or shown on the drawings. See PSL.3 for the
      painting instructions for cast iron valves.

TESTING

PSL.5 Standard Hydraulic Pipe Test: Test Pressure and Time of Test (Clause 7.3.1)
All pressure pipes are to be tested to 1.5 x the certified pipe pressure Class.

CONSTRUCTION

PSL.6 Anchor/Thrust Blocks and Pedestals (Clause 5.5)
Supply anchor and thrust blocks as shown on Project Details 5, 6 and 7 in Grade 15/19
Concrete. Cast anchor blocks against undisturbed in-situ material.

PSL.7 Scheduled Items: Cut Into And Connect To Existing Mains (New Clause)
The rate shall cover all necessary excavation, protection, plant and labour necessary for the
complete connection, including the following:
   □ Notification to the Local Authority shall be given timeously, in writing, prior to
     commencement of connection to existing mains.
   □ Expose existing supply pipe by hand excavation, close water main, disconnect
     existing pipes at positions shown and deal with water.
   □ Supply, handle, connect, bed and test special fittings.
   □ If required supply, cut, bed and join additional short length of pipes to complete
     connection.
The Engineer shall inspect the connection prior to backfilling.
PSLB  BEDDING (PIPES) (SABS 1200 LB)

MATERIALS

PSLB.1  Selected Granular Material and Selected Fill Material (Clauses 3.1 and 3.2)
Obtain the Engineer’s written approval for all bedding material before commencing with the placing of any bedding material.

PSLB.2  Bedding (Clause 3.3)
All pipes are to be regarded as rigid for bedding purposes. Class C bedding is to be used throughout. Bedding may be varied by written instruction from the Engineer, but unless otherwise instructed, the calculation of quantities for payment of bedding will be determined from the dimensions as indicated below.

- Bed : 100 mm
- Cover (above crown) : 200 mm

CONSTRUCTION

PSLB.3  General: Compacting (Clause 5.1.4)
The degree of compaction required for bedding will be 93% Modified AASHTO density. (100% for sand)

MEASUREMENT AND PAYMENT

PSLB.4  Scheduled Items: Provision of Bedding From Trench Excavation (Clauses 8.2.1)
Obtain the Engineer’s written approval prior to the acquiring of bedding from a specific source. Bedding material acquired within a 5 meter radius from the trench excavation is covered by the rate for the supply and laying of pipelines, which include the costs of handling bedding from alongside the trench and placing it under and around the pipeline.

PSLB.5  Principles: Freehaul (Clauses 8.1.6)
No overhaul shall apply to material obtained from commercial sources or to material obtained from off-site borrow pit.

PSLC  CABLE DUCTS (SABS 1200 LC)

MATERIALS

PSLC.1  Ducts
Cable ducts should be uPVC Class 6 pipes.

PSLF  ERF CONNECTIONS (SABS 1200 LF)

PSLF.1  Materials
Pipes are to be HDPE Type IV Class 16 joined to the main pipe with poly type saddle.
PSME SUBBASE (SABS 1200 ME)

PSME.1 Physical Properties

Natural material approved by the Engineer from commercial sources can be used as gravel wearing course material.

PSMF BASE (SABS 1200 MF)

PSMF.1 Materials (Clause 3)

PSMF.1.2 Graded Crushed Stone (Clause 3.3.2)
Add the following to Subclause 3.3.2 after the words SABS 1083 .... “for 37.5 mm stone”.
PSMG  BITUMINOUS SURFACE TREATMENT

PSMG.1  Bituminous Surface Treatment with Aggregate and Slurry Seal (Clause 5.5.1)
The bituminous surface treatment of existing tar streets will consist of the following:

- coat of bituminous binder using cationic 65% emulsion and 13.2 mm aggregate;
- one coat of slurry seal.

Supply laboratory test results to the Engineer for approval of all the aggregates to be used.

The Engineer will calculate the spray rates after receiving laboratory test results for aggregates (ALD’s, etc) from the Contractor.

PSMK  KERBING AND CHANNELING (SABS 1200 MK)

PSMK.1  Bedding Material (Clause 3.9)
Kerbing must be bedded on 10Mpa / 19mm concrete.

PSMK.2  In-situ Concrete (Clause 5.9)
Use Class 25 MPa / 19mm concrete for in-situ cast concrete edging brick at transitions.
C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

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January 2018
C3.3 PARTICULAR SPECIFICATIONS

C3.3.1 OHSA 1993 SAFETY SPECIFICATION
C3.3 PARTICULAR SPECIFICATION

C3.3.1 OHSA 1993 - SAFETY SPECIFICATION

PS-3.1 General statement and Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 07 February 2014 and incorporated into the said Act by Government Notice R. 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as:

"Any work in connection with:

a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The identification cards shall also serve as proof of induction training received.

PS-3.1.1 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

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

(b) The Contractor's Health and Safety Plan

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

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of legally required in the OHS Act and Construction Regulation;
(ii) pro-active identification of potential hazards and unsafe working conditions;
(iii) provision of a safe working environment and equipment;
(iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 7);
(viii) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
(ix) details of the Construction Manager, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 7 and other applicable regulations; and
(x) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.
The Contractor’s Health and Safety Plan will be subject to approval by the Client or an Agent appointed by the Contractor, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

**PS 3.1.2**
The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of employment on their persons while employed on site in the form of identification cards. The identification cards shall also serve as proof of induction training received.

**PS 3.1.3**
Should the Contractor at any stage in execution of the Works -

a) fail to implement or maintain his health and safety plan;

b) execute construction work which is not in accordance with his health and safety plan; or

c) act in any way which may pose a threat to the health and safety of persons,

the Client will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

**PS 3.1.4**
The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.

**PS 3.1.5**
The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

**PS 3.1.6**
The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

**PS 3.2**
**Indemnity of Employer and his Agents**

a) The annexures to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993” which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.

b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

**PS 3.3**
**Scope**

**PS 3.3.1**
The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations 07 February 2014.

Information herein addressed might affect the Health and Safety of employee’s or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations.
Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

**PS 3.3.2**  
A Health and Safety Plan shall be compiled by the Principal Contractor and contractors that is specific to the work performed on site and the relevant conditions on site.

The H&S Plan shall be submitted to the Client’s Agent for approval before any site activities will commence.

A Health and Safety file must be compiled and submitted by the Principal Contractor and Contractors to the Client or the Client’s Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

The H&S file shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Client, Client Agent or Principal Contractor.

**PS 3.3.3**  
Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

Provision shall be made for a full time Health and Safety Officer on site to monitor all Health and Safety Activities. The H&S Officer shall be qualified in Occupational Health and Safety Services with at least three years experience in SHE Management.

The Safety Officer shall be in possession of qualifications in:
- Advanced Risk Assessments
- Legal Compliance Auditing
- Incident Management
- Construction Regulations implications

The Health and Safety Plan provided for by the principal Contractor may be adjusted by the Client to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

**PS 3.3.4**  
The following paragraphs summarize the Health and Safety Activities to be performed by the Contractor.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)
PS 3.3.4.1  The following activities shall be strictly performed by the Contractor on acceptance of the tender and before commencement of any work on the construction site.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the client or the client’s agent.

A prior Risk Assessment shall be done on site before the commencement of work by a competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed. Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee.

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

PS 3.3.4.2  During the construction period the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere

Notification of Construction work shall be done to the Department of labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.
PS 3.3.4.3 Should the Contractor at any stage in execution of the Works -
- fail to implement or maintain his health and safety plan;
- execute construction work which is not in accordance with his health and safety plan; or
- act in any way which may pose a threat to the health and safety of persons,

the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

PS 3.3.5 The Employer will take reasonable steps to ensure that the Contractor’s Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

PS 3.3.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Client.

PS 3.4 Health and Safety Program/File

The following documentation shall be in the Health and Safety File:

A1 Copy of Construction Regulations – 07 February 2014
A2 Copy of Tender Documentation followed by the Health and Safety Plan for the specific project
A3 Copy of all Drawings – Schematics, Detail Drawings, As-Build Drawings etc.
A4 Copy of Notification of Construction work to the Department of Labour.
A5 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
A6 Organogramme indicating site specific organizational structure with reference to requirements of the construction regulations.
A7 Proof of Registration with Compensation Fund of Principal Contractor and Contractors
A8 All Risk Assessments done before and during the Construction period
A9 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Client
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Manager (full time employee on site)
- Appointment of Assistant Construction Manager (full time employee on site if required)
Appointments of Specialists (Refer to a Specialist Company)

- Appointment of Safety Officer
- Appointment of a SHE Coordinator
- Appointment of Risk Assessment Officer
- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Bulk mixing plant supervisor (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in fire fighting awareness)
- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

A10 List of Contractors (Sub-Contractors)
A11 List of Local Labours
A12 The contents of all Training Material used on sited – eg. Formal training, Informal training, Toolbox talks
A13 Safe Work Procedures
A14 Registers as required
A15 Emergency telephone numbers to be displayed on the back of the file
PS 3.5 Notification of Construction Work – Regulation 3 of the Construction Regulation – 07 February 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall 7 days before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a “Mandatory notification of construction work in terms of regulation 4 of the Construction Regulation 2014 of the Occupational Health and Safety Act no 85 of 1993” which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notified the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.

A copy of the notification form must be available on site for inspection by an Inspector.

The notification shall be done within 7 days after site establishment.

PS 3.6 Safety Officer

Due to the nature of the activities on site it is required to appoint a fulltime Health and Safety Officer.

The Contractor shall forward a CV of the Safety Officer to the Agent.

The H&S Officer shall be qualified in Occupational Health and Safety Services with at least three years experience in SHE Management.

The Safety Officer shall be in possession of qualifications in:

- Advanced Risk Assessments
- Legal Compliance Auditing
- Incident Management
- Construction Regulations implications

The Safety Officer shall be employed by the Principal Contractor on a full time basis for the duration of the project.

The functions of the Safety Officer will be to monitor all H&S Activities on site on a daily basis.

Risk Assessments shall be done by the Safety Officer on all site activities before commencement. The Risk Assessment shall be approved by the Agent before commencement of the activity.

PS 3.7 Contractor’s SHE Representative

Before commencing work, the Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor. The Contractor shall inform the Agent in writing of the name and address of the Contractor’s SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep’s authority to act for the Contractor. The Contractor’s SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.
PS 3.8 Management and supervision of construction work - Regulation 8

The Principal Contractor as well as his Contractors (Sub Contractors) shall appoint full time employees in writing as the construction managers.

PS 3.9 Risk Assessment – Regulation 9

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

PS 3.10 Local Services

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include:

Telkom, Gas, Water, Electricity Supplies and other similar services.

PS 3.11 Safe Working Loads

The Contractor shall ensure that:

a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.

b) the safe working loads are not exceeded under any circumstances.

c) all lifting gear is marked with a unique identity number and recorded in a register.

PS 3.12 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.
PS 3.13  Construction Vehicles and Mobile Plant – Regulation 23

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver’s licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor’s name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

a)  Portable fire extinguishers mounted in specified positions on construction vehicles – 9kg dry powder Fire Extinguisher
b)  Safety belts and harnesses
c)  Inspection for leaking fuel or gasses which can cause a fire hazard
d)  Safe and suitable means of access
e)  Adequate signaling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.
Attention must be paid to

1. **Turn indicators**
2. **Stop lights x2 – where poor visibility conditions warrant**
3. **Reverse siren or acoustic device**
4. **Tail lights**
5. **Head lights x2 - where poor visibility conditions warrant**
6. **Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position**
7. **Warning boards mounted at least 1.5m above ground level to be clearly visible**
8. **Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn**
9. **Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees**

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protection must consist of adequate edge protection eg. guard rails and/or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads.
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C3 - SCOPE OF WORK

Knysna: The Heads – Upgrading of Existing Water Network, Phase 2
January 2018

PS 3.14 Signs and Notices

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs- ROAD CLOSE
DETOUR
DIRECTION ARROWS

Warning signs- DANGER - MEN AT WORK

Prohibitory signs- NO ENTRY

Fire – POSITION OF EQUIPMENT ARROWS

First Aid – INFORMATION SIGNS

All signs shall be new or in good condition and approved by the Engineer.
All temporary signs shall be mounted on portable supports to facilitate moving.
Defective or missing items shall be replaced immediately.
All signs shall be inspected at least twice a day.

Signs to be displayed will be determined by the H&S Plan and the Risk Assessments.
Compulsory signs will include:
Prohibited area – TR208
Men at work – TW 336

A H&S board will be displayed at the entrance with all the relevant H&S instructions and symbols eg:
Construction Site – No Entry
Hard hat area
Safety shoes shall be worn

The size of the board shall be at least 1.5m wide by 1.2m high
PS 3.15 Excavation Work – Regulation 13

Excavation:

\textit{Definition:} A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:
   \begin{itemize}
   \item Depth of the excavation
   \item Length of the excavation
   \item Existing services
   \item Barricading and demarcation
   \end{itemize}

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, \(1 \times \text{vertical} \to 2 \times \text{horizontal}\) must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and dewatering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include:

\textit{Telkom, Gas, Water, Electricity Supplies and other similar services.}

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.
Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.

**Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.**

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

**Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.**

**PS 3.16 Barricading and Demarcation**

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Dayglo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

**PS 3.17 Ladders**

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder’s feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.
Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

**PS 3.18 Bulk mixing plant - Regulation 20**

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

**PS 3.19 Scaffolding – Regulation 16**

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

**PS 3.20 Housekeeping and general safeguarding on construction sites - Regulation 27**

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.
During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-useable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor’s designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

Diesel stored on site shall be stored in containers located in a dedicated area. The area shall be surrounded by a band wall with contents to be 110% of the contents of the diesel containers.

**PS 3.21 Stacking and Storage on Construction Sites – Regulation 28**

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

**PS 3.22 Fall Protection – Regulation 10**

A contractor shall cause-

a) the designation of a competent person, responsible for the preparation of a fall protection plan;

b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;

c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in subregulation (1), shall include-

a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;

b) the processes for evaluation of the employees’ physical and psychological fitness necessary to work at elevated heights.
- **Safety Harness:**

  The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

  Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person’s height”.

  Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

  The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

  It is the contractor’s responsibility to train his employees on the correct use of harnesses.

- **Identify Risks:**

  Lanyards must be used to attach tools and equipment used in elevated positions.

  Scaffolding where possible must be provided.

  On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

  Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

  Consult your supervisor in that area if in any doubt.

**PS 3.23 Structures – Regulation 11**

1. A contractor shall ensure that-
   a) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:

   and

   b) no structure or part of a structure is loaded in a manner which would render it unsafe.

2. The designer of a structure shall-
   a) before the contractor is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;

   b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;

   c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-

   (i) a geo-science technical report where appropriate;

   (ii) the loading of the structure is designed to withstand; and

   (iii) the methods and sequence of construction process;

   d) not including anything in the design of the structure necessitating the use of dangerous
procedures or materials hazardous to the health and safety of persons, which could be
avoided by modifying the design or by substituting materials;

e) take into account the hazards relating to any subsequent maintenance of the relevant
structure and should make provision in the design for that work to be performed to
minimize the risk;

f) carry out sufficient inspections at appropriate times of the construction work involving
the design of the relevant structure in order to ensure compliance with the design and a
record of those inspections is to be kept on site;

g) stop any contractor from executing any construction work which is not in accordance
with the relevant design;

h) conduct a final inspection of the completed structure prior to its commissioning to
render it safe for commissioning and issue a completion certificate to the contractor;

and

i) ensure that during commissioning, cognizance is taken of ergonomic design principles
in order to minimize ergonomic related hazards in all phases of the life cycle of a
structure.

3. A contractor shall ensure that all drawings pertaining to the design of the relevant      structure
are kept on site and are available on request by an inspector, contractors, client, client’s
agent or employee.

4. Any owner of a structure shall ensure that inspections of that structure upon completion are
carried out periodically by competent persons in order to render the structure safe for
continued use: Provided that the inspections are carried out at least once every six months
for the first two years and thereafter yearly and records of such inspections are kept and
made available to an inspector upon request.

5. Any owner of a structure shall ensure that the structure upon completion is maintained in
such a manner that the structure remains safe for continued use and such maintenance
records shall be kept and made available to an inspector upon request.

**PS 3.24 Temporary works - Regulation 12**

A competent person shall be appointed in writing to supervise all formwork and support
work. The person must be registered at the Engineering Council of South Africa as a
Technologist or an Engineer.

The name and address of such a person shall be included in the Health and Safety Plan of
the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately
designed, erected, supported, braced and maintained so that they will be able to support all
anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available
for inspection by an inspector, contractor, client, client’s agent or employee.

All formwork and support work must be inspected and checked for suitability by a
competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.
Record must be kept of these inspections.

Weakened formwork or support work must be immediately reinforced.

Deck panels must be secured against displacement.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances.

Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

PS 3.25 First Aid

PS 3.25.1 Safety Notice Board

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

PS 3.25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

PS 3.25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

PS 3.25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent within twenty four (24) hours of the occurrence of the incident.

PS 3.26 Fire precautions on Construction Sites – Regulation 29

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.
Suitable and sufficient fire fighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all fire fighting equipment.

A sufficient number of employees shall be trained in the use of fire fighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of fire fighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

**PS 3.27**  
**Construction Welfare Facilities – Regulation 30**

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Separate toilets shall be erected for each sex

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with the City Council. To be at least once every three days.

**PS 3.28**  
**Toxic Materials**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

**PS 3.29**  
**Hazardous Chemicals and Materials**

a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

**PS 3.30**  
**Commissioning and Safety Precautions**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

**PS 3.31**  
**Electrical Installations and Machinery on Construction Sites – Regulation 24**

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.
In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves. Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client’s authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

**PS 3 .32 Registers Required on Site**

**PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

- Personal Protective Clothing and Equipment issued

**MACHINERY**

- Daily Checklist - Compaction Machinery - Bowmag
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Operators on Construction Vehicles and Mobile Plant Training and Fitness Register

**EQUIPMENT**

- Ladder Inspection Register

**TOOLS**

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment
HOUSE KEEPING
- Daily Stacking Inspection Register
- Daily Scaffold Inspection Register
- Daily Formwork Inspection Register
- Daily Excavations Inspection Register with specific reference to barricading
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

INCIDENTS
- Incident Register
  (Injury/ occupational disease record book
  Recording and investigation of incidents)
- Motor Vehicle Accident Report

FIRE
- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

FIRST AID
- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

TRAINING
- Induction Training Attendance Registers
- Toolbox talks Training Attendance Registers
- Community Training Attendance Registers

PERMITS
- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

INSPECTIONS
- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings
PS 3.33 Safe Work Procedures Required in Health and Safety File

- Stacking of material
- Working with angle grinders
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

PS 3.34 Written Training Course Material to be Filed in Health and Safety File

- Induction Training (Workplace awareness)
- Training of operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Stacking of material
- Toolbox talks on Roof work
- Toolbox talks on Maintaining Scaffolding
- Toolbox talks on Approaching Construction Vehicles
- Toolbox talks on Driving company vehicles
- Toolbox talks on Working with cement and concrete mixers
- Toolbox talks on working with angle grinders
• Toolbox talks on Excavating of trenches
• Toolbox talks on Machine Guarding
• Toolbox talks on Hand Tool Accidents
• Toolbox talks on Ten Commandments of Safety
• Toolbox talks on Fire prevention
• Toolbox talks on lifting materials by hand
• Toolbox talks on safe loading
• HIV Training Unit 1 - The Nature of HIV/AIDS
• HIV Training Unit 2 - Transmission of the HI virus
• HIV Training Unit 3 - HIV/AIDS preventative measures
• HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
• HIV Training Unit 5 – Living with HIV/AIDS
• HIV Training Unit 6 – Treatment options for people with HIV/AIDS
• HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
• Toolbox talks on Environmental influences

**Training Courses to be Presented**

**PHASE 1**

• Toolbox talks on the functions of the SHE Representative
• Induction Training (Workplace awareness) - Ten Commandments of Safety
• Training of the Community on Construction Workplace Hazards
• HIV Training Unit 1 - The Nature of HIV/AIDS
• Toolbox talks on Environmental Awareness

**PHASE 2**

• Training of Operators on Construction Vehicles and Mobile Plant
• First Aid Awareness
• Fire Fighting Awareness
• Toolbox talks on Hand Tools and Hand Tool Accidents
• Toolbox talks on Stacking of material
• Toolbox talks on Roof work
• Toolbox talks on Driving company vehicles
• Toolbox talks on working with angle grinders
• Toolbox talks on Excavating of trenches
• Toolbox talks on Working with cement and concrete mixers
• Toolbox talks on Approaching Construction Vehicles
• Toolbox talks on Maintaining Scaffolding
• Toolbox talks on Machine Guarding
• Toolbox talks on lifting materials by hand
• Toolbox talks on Safe Loading
• Toolbox talks on Safety Signs
• HIV Training Unit 2 - Transmission of the HI virus
• HIV Training Unit 3 - HIV/AIDS preventative measures
• HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
• HIV Training Unit 5 – Living with HIV/AIDS
• HIV Training Unit 6 – Treatment options for people with HIV/AIDS
• HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
• Toolbox talks on Environmental Awareness

**PS 3.36 Equipment on Site**
First Aid Kit (basic)
Stretcher
Fire Extinguishers

**PS 3.37 Personal Protective Clothing**
The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

**PS 3.37.1 Hard Hats**
All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer’s identifying colours. Hard hats shall not be painted or otherwise defaced.

**PS 3.37.2 Eye Protection**
Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.
PS 3.37.3 **Hearing Protection**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

PS 3.37.4 **Foot Wear**

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

PS 3.37.5 **Gloves**

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

PS 3.37.6 **Clothing**

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>WHEN TO WEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hard Hats</td>
<td>Always</td>
</tr>
<tr>
<td>2. 400mm Shoulder Length PVC Gloves</td>
<td>Working with cement</td>
</tr>
<tr>
<td>3. Plastic Trousers</td>
<td>Working with cement</td>
</tr>
<tr>
<td>4. Safety Goggles</td>
<td>Grinding, Cutting Cement</td>
</tr>
<tr>
<td>5. Gumboots</td>
<td>Working in water</td>
</tr>
<tr>
<td>6. Welding helmet</td>
<td>Welding</td>
</tr>
<tr>
<td>7. Gas welding safety goggles</td>
<td>Gas welding</td>
</tr>
<tr>
<td>8. Safety shoes</td>
<td>Off loading and positioning of materials</td>
</tr>
<tr>
<td>9. Dust Masks</td>
<td>Grinding</td>
</tr>
<tr>
<td>10. Ear Muff</td>
<td>Grinding</td>
</tr>
<tr>
<td>11. Leather apron</td>
<td>Welding/ gas welding</td>
</tr>
</tbody>
</table>
PART C4 - SITE INFORMATION

PART C4.1 – CONDITIONS ON SITE
PART C4.1: CONDITIONS ON SITE

DESCRIPTION OF THE SITE AND ACCESS

1. GENERAL DESCRIPTION

The scope of the Works is shown on the drawings which must be read with the remainder of the Contract Documents.

The Works under the Contract shall include the construction of the following facilities:

- Provision of New Rising Main to High Level Reservoir.
- Provision of New Feeder Main from High Level Reservoir to higher lying pressure zone area.
- Testing of an existing uPVC water mains in lower lying pressure zone area.
- Repair or Replace existing PVC water mains in lower lying pressure zone area after testing.
- New House / Erf Connections in lower lying pressure zone area.
- Repair of existing tar and concrete roads.

The Client is Knysna Municipality, Knysna.

2. DESCRIPTION OF THE SITE AND ACCESS

2.1 Locality

The site of the Works is shown on the Locality Plan – Project Detail No 1. Knysna is situated approximately 60 km east of George and approximately 250 km west of Port Elizabeth.

2.2 Ownership

The site for the water mains is in municipal road reserves.

2.3 Access

Access to the site for the water mains is from the existing municipal roads.
2.4 Weather Conditions
Knysna has a moderate climate with warm summers and cool winters. The average rainfall for the area is summarized below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Average Monthly Rainfall (mm)</th>
<th>Average Days per month with more than 10 mm/day Rainfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>43</td>
<td>1.6</td>
</tr>
<tr>
<td>February</td>
<td>42</td>
<td>1.6</td>
</tr>
<tr>
<td>March</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>April</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>May</td>
<td>51</td>
<td>1.6</td>
</tr>
<tr>
<td>June</td>
<td>48</td>
<td>1.6</td>
</tr>
<tr>
<td>July</td>
<td>45</td>
<td>1.6</td>
</tr>
<tr>
<td>August</td>
<td>59</td>
<td>2.4</td>
</tr>
<tr>
<td>September</td>
<td>58</td>
<td>2.4</td>
</tr>
<tr>
<td>October</td>
<td>57</td>
<td>2.4</td>
</tr>
<tr>
<td>November</td>
<td>50</td>
<td>1.6</td>
</tr>
<tr>
<td>December</td>
<td>43</td>
<td>1.6</td>
</tr>
<tr>
<td>TOTAL</td>
<td>593</td>
<td>21.6</td>
</tr>
</tbody>
</table>

In terms of Clause SCC.5.12.2 of the Special Conditions of Contract, extension of time will only be considered for abnormal rainfall.

3. NATURE OF GROUND AND SUBSOIL CONDITIONS
As indicated at Site Clarification Meeting.
PART C5 - DRAWINGS

PART C5.1 - PROJECT DETAIL DRAWINGS

PART C5.2 - TENDER DRAWINGS
### PART C5.1: PROJECT DETAIL DRAWINGS

<table>
<thead>
<tr>
<th>Number</th>
<th>Detail Drawing No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>A106D</td>
<td>Locality Plan</td>
</tr>
<tr>
<td>2A</td>
<td>L105A</td>
<td>Thrust Blocks for Pipe Bends</td>
</tr>
<tr>
<td>3A</td>
<td>L106A</td>
<td>Thrust Block for T-Pieces</td>
</tr>
<tr>
<td>4A</td>
<td>L107B</td>
<td>Thrust Block for End Caps</td>
</tr>
<tr>
<td>5A</td>
<td>L110</td>
<td>Corrosion Protection for Short Collar and VJ Couplings</td>
</tr>
<tr>
<td>6A</td>
<td>L123</td>
<td>Couplings for Fittings (uPVC Pipes)</td>
</tr>
<tr>
<td>7A</td>
<td>L111</td>
<td>Pipeline Route Marker</td>
</tr>
<tr>
<td>8A</td>
<td>L102</td>
<td>Valve Box (Bell Toby)</td>
</tr>
<tr>
<td>9B</td>
<td>L103</td>
<td>Valve and Chamber at Locality / Position A in George Rex Drive: Plan</td>
</tr>
<tr>
<td>10B</td>
<td>L104</td>
<td>Valve and Chamber at Locality / Position A in George Rex Drive: Section</td>
</tr>
<tr>
<td>11B</td>
<td>L105</td>
<td>Valve and Chamber at Locality / Position B in George Rex Drive: Plan</td>
</tr>
<tr>
<td>12B</td>
<td>L106</td>
<td>Valve and Chamber at Locality / Position B in George Rex Drive: Section</td>
</tr>
<tr>
<td>13B</td>
<td>L107</td>
<td>Valve and Chamber at Locality / Position C in George Rex Drive: Plan</td>
</tr>
<tr>
<td>14B</td>
<td>L108</td>
<td>Valve and Chamber at Locality / Position C in George Rex Drive: Section</td>
</tr>
<tr>
<td>16A</td>
<td>L109</td>
<td>Depressed Kerb (Edging) for Repair Work to Tar Road</td>
</tr>
<tr>
<td>17A</td>
<td>L110</td>
<td>Locking Bar for Manhole Cover</td>
</tr>
<tr>
<td>18A</td>
<td>LF101A</td>
<td>Water Erf Connection</td>
</tr>
<tr>
<td>19A</td>
<td>LE124</td>
<td>Water Meter Complete with Box</td>
</tr>
</tbody>
</table>
PART C5.2: TENDER DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

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

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

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

LIST OF DRAWINGS:

<table>
<thead>
<tr>
<th>Drawing No</th>
<th>Rev</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8495AG/01</td>
<td>A</td>
<td>Locality Plan: The Heads</td>
</tr>
<tr>
<td>8495AG/02</td>
<td>A</td>
<td>Layout Plan: Water Network</td>
</tr>
<tr>
<td>8495AG/03</td>
<td>A</td>
<td>Plan: Rehabilitation of Existing uPVC Water Pipeline in George Rex Drive</td>
</tr>
<tr>
<td>8495AG/04</td>
<td>A</td>
<td>Plan: Water Mains from and to The Heads Upper Lying Reservoir</td>
</tr>
</tbody>
</table>