

UBUNTU LOCAL MUNICIPALITY

CONTRACT NO: UB/MRN/01/2023

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **pages 69 - 72** of this document

Ubuntu Municipality



*menswaardigheid - hoop - erfenis
ubuntu - ithemba - izithethe
humanity - hope - heritage*

**UBUNTU LOCAL MUNICIPALITY
Private Bag X329
Victoria West
7070**

Contact: Acting Municipal Manager
Name: Mr. D. Molaole
Telephone: (053)621 0026

Tenderer:

Total of the prices inclusive of VAT: R

Construction Period: **weeks**

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

GENERAL TENDER INFORMATION

TENDER ADVERTISED : Not applicable

ESTIMATED CIDB CONTRACTOR GRADING : 2GB or 2CE or higher

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Merriman Water Treatment Building

CLOSING DATE : Friday, 28th October 2022

CLOSING TIME : 12H00

CLOSING VENUE : UBUNTU Local Municipality Tender Box
78 Church Street
Victoria West
7070

Contractor

Witness for
Contractor

Employer

Witness for
Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

TENDER SUMMARY

Tender (Supply of material, Plant and Labour)

- 1. **Gross Tender Sum (Incl. VAT):** R.....
- 2. **Construction Period:** (weeks)

Name of Tenderer:

.....

Address:

.....

.....

.....

Signature of Tenderer

Date

Signature of Client

Date

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

**REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING
AND STORAGE TANK IN MERRIMAN
(NORTHERN CAPE)**

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Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part T1: Tendering procedures

	Pages
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T1.2 Tender Data	5-30

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU MUNICIPALITY

Ubuntu Municipality

menswaraligheni - hope - erfenis
ubuntu - ithimba - izithethe
humanity - hope - heritage**TENDER NO: UB/MRN/01/2023****THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK
IN MERRIMAN****TENDER NOTICE AND INVITATION TO TENDER**

The Ubuntu Municipality invites tenderers from suitable Contractors for THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN

Only those tenderers who are actively registered with the CIDB in a contractor grading designation equal to or higher than the latest CIDB promulgated contractor grading designation, determined in accordance with the sum tendered will be eligible to tender. The project is estimated that the contractor grading designation must be 2GB or 2CE or higher. Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders. Tenderers must be registered on the CSD.

The Ubuntu Municipality Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and the regulations promulgated under this act shall apply in the adjudication and awarding of the tender.

Forms MBD4, 8, 9 to be fully completed and attached. Proof that no monies are owed to any municipality by the company and any of its directors must be attached i.e. municipal accounts. Tender documents need to clearly flagged and referenced.

Queries relating to these documents may be addressed directly to Mr.TH Zingange Tel No. (053) 6210 026, e-mail: thzingange@yahoo.com

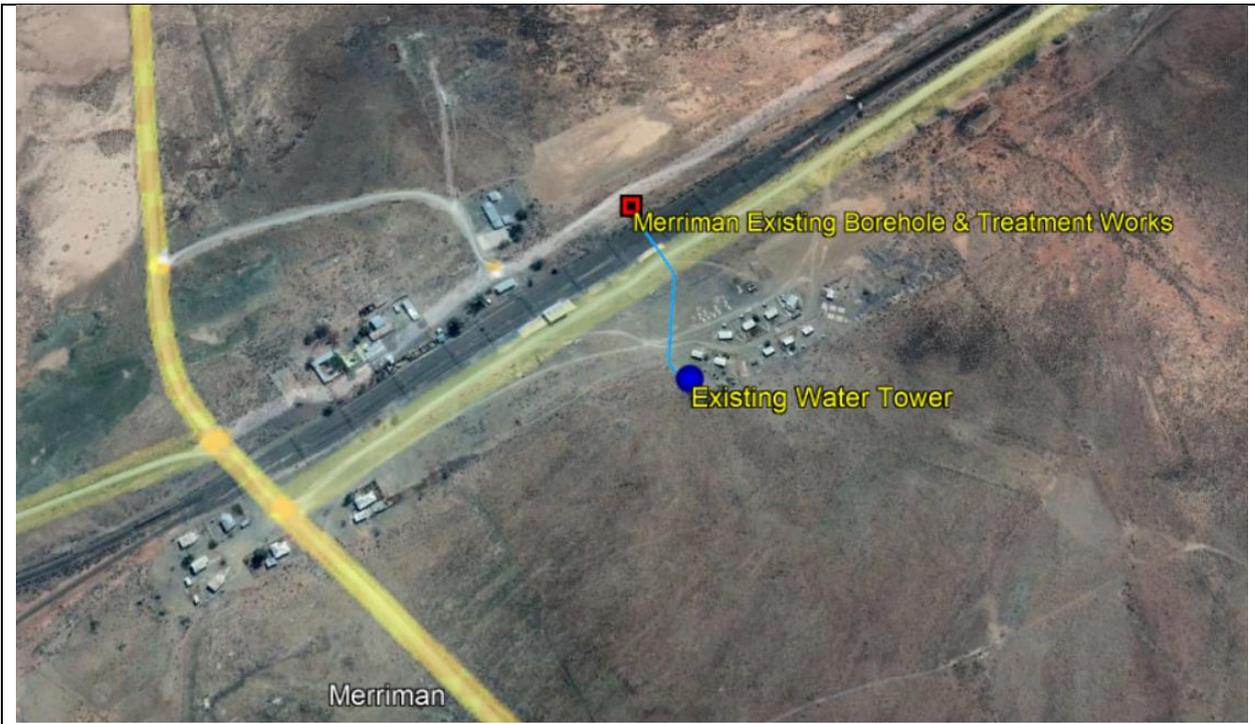
Sealed tenders, endorsed with the corresponding tender number and description, must be placed in the tender box of Ubuntu Municipality. Postal delivery to reach Ubuntu Municipality, Private Bag X329, Victoria West, 7070, not later than **12h00 on 28th October 2022**, after which the tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted and incomplete tenders and tenders received late will not be considered.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or only part of the tender if; (a) the tender-amounts received are too high; (b) the tenderers do not comply with the specific tender goals; or (c) objective criteria exist which justify or necessitate the non-acceptance of any tenders. The 80/20 preference point scoring system will be used for the tenders.

Mr. D. Molaole
78 Church Street
Victoria West
7070

14 October 2022

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



**LOCALITY PLAN :
UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN
(NORTHERN CAPE)**

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part T1: Tendering procedures

	Pages
T1.2 Tender Data	5-30

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU LOCAL MUNICIPALITY
**REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING
AND STORAGE TANK IN MERRIMAN
(NORTHERN CAPE)**
T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
-------	----------------

Add the following:

The Employer is the **UBUNTU LOCAL MUNICIPALITY**.

F.1.2	Tender Documents
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Add the following:

"The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel : (011) 805 5947, Fax : (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2: The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document), in which is bound:

The Tender**Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Contractor

Witness for
Contractor

Employer

Witness for
Employer

F.1.5 Competitive negotiation procedure
Add the following to F. 1.5
 A competitive negotiation procedure will **not** be followed.

F.1.6 Proposal procedure using the two-stage system
Add the following to F. 1.6
 A two-stage system will **not** be followed.

F.2 Tenderer’s obligations

F.2.1 Eligibility
Add the following to F.2.1.1:

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

F.2.1.2 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION
 Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **2GB** class of construction work, are eligible to have their tenders evaluated.

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 2CE class of construction work;
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 determined in accordance with the sum tendered for a **2GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer’s Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the contractor Grading designation, see **Annex G** attached.

Contractor

Witness for Contractor

Employer

Witness for Employer

Quality(Functionality) criteria, points and evaluation

The tender will be evaluated according to **Method 2: Financial offer and preferences.**

There are no quality criteria and under **Method 2: Financial offer and preferences.**

CIDB grading

The entity (tenderer) that submits the tender must have an active 2GB, 2CE, or higher CIDB registration. A tenderer with a lower CIDB registration as 2GB, 2CE, or no registration, will be disqualified in terms of the Tender Conditions.

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

F.2.7 Clarification meeting

Add the following:

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

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

F.2.12 Alternative tender offers

Add the following to F.2.12.1:

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

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

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

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 19: Alterations/Amendments by the tenderer in T2.2: Returnable Schedules.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

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

Replace subclause F.2.13.2 with the following

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 in **non-erasable ink**.

Add the following to F.2.13.3

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

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

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

Add the following to F.2.13.5:

F.2.13.5 The Employer's agent address for delivery of tender offers and identification details to be shown on each tender offer package are:



Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

Identification details:Contract number: **UB/MRN/01/2023**

Title of Contract:

**REQUEST FOR TENDERS FOR THE
UPGRADING OF THE WATER
TREATMENT BUILDING AND STORAGE
TANK IN MERRIMAN (NORTHERN CAPE)***Add the following to F.2.13.6:*F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).*Add the following sub-clause after F.2.13.9:*

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance, the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 **Closing time***Add the following to F.2.15.1:*

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

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

F.2.16 **Tender offer validity***Add the following to F.2.16.1:*F.2.16.1 The tender offer validity period is **90 days**.F.2.17 **Clarification of tender offer after submission***Add the following to F.2.17:*

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

F.2.18 **Provide other material**F.2.18.1 *Delete the word "notarised."**Add the following to F.2.18.1:*Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**:

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

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

F.2.23 **Certificates***Add the following:*

The tenderer is required to submit the following:

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

F.2.23.1

Tax Compliance Status

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

SCHEDULE 30: TAX COMPLIANCE STATUS (TCS) RESULT LETTER

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

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

F.2.23.2

Bargaining Council Certificates

Where applicable, a certificate issued by the relevant Bargaining Council could be requested.

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

F.2.23.3

Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011.

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011.

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Employer**

F.3 The Employer's undertakings**F.3.2 Issue Addenda***Add the following to F.3.2:*

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

F.3.8 Test for responsiveness*Add the following:*

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.2 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers' written request.

F.3.11 Evaluation of tender offers**F.3.11.1 General***Add the following:*

The procedure for the evaluation of responsive tenders is **Method 2: Financial offer and preferences** in accordance with F.3.11.3.

F.3.11.7 Scoring Financial Offers*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)**, where the value of W_1 is **80** points.

F.3.11.8 Scoring Preferences*Add the following:*

Points will be awarded to tenderers who are eligible for preferences in terms of **MBD 6.1** : Preferencing Schedule where preferences are granted in respect of B-BBEE contribution.

The terms and conditions of **MBD 6.1** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on **MBD 6.1** his or her company/firm/entity's B-BBEE status level of the contributor, in accordance with one of the following:

Exempted Micro Enterprise (>50% Black-owned)

Exempted Micro Enterprise (≤50% Black-owned)

Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board notice 111 of 2007 published in Government Gazette No. 29616 of 9 Feb. 2007)

Up to **20** tender evaluation points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the table below:

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Employer

Witness for
Employer

B-BBEE Status Level of Contributor	Number of Points (N_p)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
No B-BEE Status	0

Add the following new sub clause:

F.3.11.10 Risk Analysis

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

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

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

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1 Tender offers will only be accepted if:

- a) A valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the valid TCS PIN issued by SARS, is attached to the tender document. Each party to a Consortium / Joint Venture shall submit a separate TCS Result Letter.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Replace sub-clause F.3.16.2 with the following:

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

F.3.18 Provide copies of the contract

Add the following:

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

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

In this regard, the Tenderer shall submit with his tender, appended to Schedule 8 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

F.4.3 Claims arising after submission of tender

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

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

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Employer**

- (5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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

F.4.4 Imbalance in tendered rates

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

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

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

F.4.5 Community liaison officer

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

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

F.4.6 Invalid tenders

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

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

F.4.7 Negotiations with preferred tenderers

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

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

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

Contractor

Witness for
Contractor

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F.4.8 General supply chain management conditions applicable to tenders

- 1) In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:
 - a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
 - Certificate of attendance at a compulsory site inspection, where applicable
 - b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

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

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.9 Combating abuse of the Supply Chain Management Policy

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

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

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

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F.4.0 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

F.4.14 Registration with Bargaining Council

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

F.4.15 Price variations

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

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

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.17 Minimum Wages

The Tender is drawn to the fact that minimum wages must be paid in terms of the relevant legislation.

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Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer’s agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

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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 the employer.

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

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F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

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F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

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

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F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

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

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

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 unacceptable commercial risk and only if the tenderer:

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

F.3.14 Notice to unsuccessful tenderers

F.3.14.1 Notify the successful tenderer of the employer's acceptance of this tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.14.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

Contractor

Witness for Contractor

Employer

Witness for Employer

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

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

Annex G
(Not applicable to this tender)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work – see next page

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CLASSES OF CONSTRUCTION WORK

Table G2

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	32
T2.2 Returnable Schedules	34- 49

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

T2.1 List of Returnable Documents

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

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	34
2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE.....	37
3: SCHEDULE OF CONSTRUCTION EQUIPMENT	38
4: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY).....	40
5: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	41
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12: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB.....	48

2. Other documents required for tender evaluation purposes

- All addenda released by the Engineer - append to Schedule 10
- CIDB Certificate - append to Schedule 12
- Supply Chain Management Forms – **MBD Forms Page 50 – 67** (MBD 1, MBD 4, MBD 6.1, MBD 7.1, MBD 8 & MBD 9)

3. Returnable Schedules that will be incorporated into the Contract

- HEALTH AND SAFETY PLAN (Schedule 8)
- RECORD OF ADDENDA TO TENDER DOCUMENTS (Schedule 10)
- DAYWORKS SCHEDULE (Schedule 11)

4. C1.1	The offer portion of the C1.1 Form of Offer and Acceptance ...	69 - 72
5. C1.2	Contract Data	73 - 83
6. C1.3	Form of Guarantee.....	84 - 87
7. C1.4	Occupational Health and Safety Agreement	88 - 89
8. C1.5	Contract of Temporary Employment as Community Liaison Officer	90 - 92
9. C1.6	Insurance Broker's Warranty	93
10. C2.2	Bills/Schedules of Quantities	97 - 110

Contractor

Witness for Contractor

Employer

Witness for Employer

T2.2 Returnable Schedules

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Contractor

Witness for Contractor

Employer

Witness for Employer

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or Director, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of Directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Contractor

Witness for Contractor

Employer

Witness for Employer

*insert separate page if necessary

- The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
 - ii) confirms that neither the name of the enterprise or the name of any partner, manager, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
 - iii) confirms that no partner, member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
 - iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
 - v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE

This is to certify that I/we,

of (tenderer)

.....

of (address)

.....

.....

telephone number

fax number

email address

on (date)

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

SIGNED ON BEHALF OF TENDERER:

SIGNED ON BEHALF OF EMPLOYERS AGENT:

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 3: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

Contractor

Witness for Contractor

Employer

Witness for Employer

CONSTRUCTION EQUIPMENT ON ORDER (PROOF MUST BE ATTACHED)

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (PROOF MUST BE ATTACHED)

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

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

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 5: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
SUBTOTAL	R
CONTINGENCIES (5%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCL. VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 6: SCHEDULE OF SUBCONTRACTORS FOR MATERIALS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details Of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

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

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 7: DETAILS OF SITE AGENT’S & GENERAL FOREMAN’S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman’s experience in work of a similar nature to that for which their Tender is submitted.
 (Proof of certified certificates within 3 months)
 Failure to complete this Schedule may result in the Tender not being considered.
 State years of experience and qualifications.

SITE AGENT	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 8: HEALTH AND SAFETY PLAN

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

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

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

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

The tenderer shall also consider the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

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

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

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 10: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 11: DAYWORKS SCHEDULE

This daywork statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all these items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "Up costs".

The item "Up Cost" is left out in the case of equipment. The rate then has to include all of the above "Up Costs" mentioned as well as operator's costs, user's goods, maintenance, etc.

The Tender has to fill in all of the items listed underneath; otherwise his Tender can be considered as incomplete.

A. LABOUR

- 1. Workers per hour plus % "Up-Cost"
- 2. Supervisors per hour plus % "Up-Cost "
- 3. Artisan. per hour plus % " Up-Cost "

B. EQUIPMENT

DESCRIPTION	RATE PER HOUR	
	In Work	Standing
Excavator
Front End-Loader.....
Tipper Truck cubic meters
Compressor.....(capacity)
.....(Specify)
.....(Specify)
.....(Specify)

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

C. MATERIAL

Here, The Tenderer has to provide the Up Cost which ought to be added to the basic price:%

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

SCHEDULE 12: 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

MBD FORMS

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

PART A INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE UBUNTU LOCAL MUNICIPALITY					
BID NUMBER:	UB/MRN/01/2023	CLOSING DATE:	28 OCTOBER 2022	CLOSING TIME:	12H00
DESCRIPTION	THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
UBUNTU LOCAL MUNICIPALITY TENDER BOX					
78 CHURCH STREET					
VICTORIA WEST					
7070					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON	Mr. N. Maritz	
CONTACT PERSON	Mr.TH Zingange		TELEPHONE NUMBER	054 337 6600	
TELEPHONE NUMBER	053 6210 026		FACSIMILE NUMBER	054 337 6699	
FACSIMILE NUMBER			E-MAIL ADDRESS	nielm@bvinc.co.za	
E-MAIL ADDRESS	thzingange@ubuntu.gov.za		CELL PHONE NUMBER	082 783 5951	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

PART B TERMS AND CONDITIONS FOR BIDDING

MBD 1

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

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.

Contractor

Witness for Contractor

Employer

Witness for Employer

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, furnish particulars.

.....

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

YES / NO

3.9.1 If so, furnish particulars

.....

.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11.1 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, furnish particulars.

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness for Contractor

Employer

Witness for Employer

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017
(a)**

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (b) Price; and
- (c) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

--

Contractor

--

Witness for Contractor

--

Employer

--

Witness for Employer

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

Contractor

Witness for Contractor

Employer

Witness for Employer

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

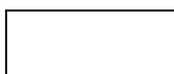
CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:



Contractor



Witness for Contractor



Employer



Witness for Employer

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Contractor

Witness for Contractor

Employer

Witness for Employer

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Contractor

Witness for Contractor

Employer

Witness for Employer

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM 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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN

in response to the invitation for the bid made by:

UBUNTU MUNICIPALITY

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

Empty rectangular box for Contractor signature

Contractor

Empty rectangular box for Witness for Contractor signature

Witness for Contractor

Empty rectangular box for Employer signature

Employer

Empty rectangular box for Witness for Employer signature

Witness for Employer

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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	69 - 72
C1.2 Contract Data.....	73 - 83
C1.3 Form of Guarantee.....	84 - 87
C1.4 Occupational Health and Safety Agreement.....	88 - 89
C1.5 Contract of Temporary Employment as Community Liaison Officer.....	90 - 92
C1.6 Insurance Broker's Warranty.....	93

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.1 Form of Offer and Acceptance

Offer

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

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand.
..... (in words);
R (in figures)

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

Signature(s)
Name(s)
Capacity

for the tenderer

(Name and address of organization/) tenderer

Name and signature of witness Date

Contractor [] Witness for Contractor [] Employer [] Witness for Employer []

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above-listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s)

Name(s)

Capacity

for the Employer
UBUNTU LOCAL MUNICIPALITY
 PRIVATE BAG X329
 Victoria West
 7070

Name and signature of witness

Date



Contractor



Witness for Contractor



Employer



Witness for Employer

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization/ tenderer)

Name and signature of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and Address of organization) UBUNTU LOCAL MUNICIPALITY
PRIVATE BAG X329
Victoria West
7070

Name and signature of witness

Date

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.2.1 GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

The General Conditions of Contract for Construction Works (**3RD Edition 2015**) prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

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

The General Conditions of Contract 2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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

C1.2.2 CONTRACT SPECIFIC DATA (Specific Conditions of Contract)

The following contract-specific data, referring to the **General Conditions of Contract for Construction Works, 3RD Edition, 2015**, are applicable to this Contract:

SC.1 Clause 1.1.1.13:

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

SC.2 Clause 1.1.1.15:

"**Employer**" means "**UBUNTU LOCAL MUNICIPALITY**". The Chairman acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated.

SC.3 Clause 1.1.1.16:

The **Engineer**, referred to in the documents, is the firm of **BVi Consulting Engineers Northern Cape (Pty) Ltd** acting through a director, an associate or an official authorized thereto in writing.

The name of the Engineer is: **BVi Consulting Engineers Northern Cape (Pty) Ltd** or their successors duly appointed by the Employer.

SC.4 Clause 1.1.1.26:

The Pricing Strategy is a **Re-measurement Contract** as referred to in Clause 1.1.1.27

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC.5 Add the following clause after Clause 1.1.1.34:

Clause 1.1.1.35

“Drawings” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

SC.6 Add the following clause after Clause 1.1.1.35.

Clause 1.1.1.36

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

SC.8 **Clause 1.2.1.2:**

The address of the Employer is: UBUNTU LOCAL MUNICIPALITY
PRIVATE BAG X329
VISTORIA WEST
7070
TEL.: (053) 621 0026

The address of the Engineer is: BVi CONSULTING ENGINEERS
55 Bult Street
UPINGTON
8800
Tel: (054) 337 6600
Fax: (054) 337 6699

Email Address: nielm@bvinc.co.za

SC.8 **Clause 3.1.3:**

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.2.1 Nomination of Engineer’s Representative
2. Clause 3.2.4 Engineer’s authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

SC.9 **Clause 4 : BASIS OF CONTRACT**

Add the following before subclause 4.1.1:

“Contract Agreement

The Contractor and the Employer shall enter into a Contract Agreement within **21 days** after the Contractor receives the written notice of C1.1.2 Acceptance unless they agree otherwise. The Contract Agreement shall be based upon the C1.1.4 Contract Agreement form included in the tender document. The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.”

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) C1.1.3 Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;



Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

- (2) C1.3 Form of Guarantee has been completed by the Contractor and approved by the Employer;
- (3) An original valid Tax Clearance Certificate (valid on date of signing the Agreement) has been submitted and approved;
- (4) Insurances (as specified) with proof of validity have been provided by the Contractor and approved by the Employer;
- (5) C1.4 Occupational Health and Safety Agreement has been completed and signed by both parties;
- (6) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993 has been provided by the Contractor and approved by the Employer.

SC.10 Add the following clause after Clause 4.3.2.:

Clause 4.3.3

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within **fourteen (14) days** after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

SC.11 Add the following clause after Clause 4.3.3.:

Clause 4.3.4

The Contractor shall provide proof to the Employer, within **14 days** from the date of delivery of the Acceptance, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.”

SC.12 **Clause 4.4.3**

Add the following new subclause:

Clause 4.4.3.1 “The procedure for Selected Subcontractors shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as “Selected Subcontractors”.

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders, the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
 - (v) any claims as aforesaid.

SC.13 Clause 4.10.1:

Add the following:

The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region. **Ten local persons from Merriman must be used for the whole of the Contract. These persons must be equipped with PPE and must undergo a medical evaluation.**

SC.14 Clause 4.10.3:

Add the following clause after Clause 4.10.2:

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

SC.15 Clause 4.12.4:

Add the following clause after Clause 4.12.3:

It is not the responsibility of the Engineer or his Agent on-site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Engineers, Foreman, Surveyors, Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that adequate management, control, and/or execution of the works is obtained during the duration of the contact.

SC.16 Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

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

SC.17 Clause 5.3.2:

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

SC.18 Add the following clause after Clause 5.3.3:

Clause 5.3.4:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

- Site Handover to the Contractor
 - The Completion of the Form of Offer and Acceptance
- The above will take place within 7 days of the issue of the Letter of Acceptance.

SC.19 Clause 5.4.2:

Add the following:

The Contractor shall be provided with a reference height on site. The proposed works must be measured and pegged out from existing pegs and structures. The Contractor is responsible for the pegging and setting out of the works, as well as for the heights where required. The Contractor is responsible to check all reference pegs before commencing with the works and should there be any ambiguities, the contractor must inform the Engineer.

SC.20 Clause 5.4.2:

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

SC.21 Add the following clause after Clause 5.4.3:

Clause 5.4.4:

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

SC.22 Clause 5.6.1:

Add the following:

The Contractor shall deliver a detailed programme of work to the Engineer within **fourteen (14)** days from the Commencement Date. The Contractor must indicate and make provision in his program for the accommodation of the works that will be carried out by the Sub-Contractors. The employer or the employer's agent will not be liable in any way for deviations from the program, or as a result of target dates not met on the critical path via the Contractor or the Sub-Contractors, and it remains the full responsibility of the Contractor to manage the works according to his program.

SC.23 Clause 5.8.1:

Non-working days are Sundays.

Special non-working days are all gazetted public holidays falling outside the year-end break.

SC.24 Add the following clause after 5.8.2:

Clause 5.8.3:

The year end break commences on **11 December 2022 and ends on 4 January 2023 the next year.**

SC.25 Clause 5.9.1:

Add the following to the clause:

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

SC.26 Add the following clause after 5.9.7:

Clause 5.9.8:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

“Three paper prints of each Drawing will be furnished free of charge to the Contractor. Additional prints of the same Drawings will be for the Contractors account”.

SC.27 Add the following clause after 5.9.8:

Clause 5.9.9:

“Only dimensions shown on the Drawings may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer. All dimensions shown on the drawings must be checked by the Contractor on Site before any part of the Works is commenced with”.

SC.28 Clause 5.12.2.2:

Add the following:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, extension of time shall be granted in accordance with the provisions of Clause 5.12 in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal conditions shall be deemed to exist. The number of **working days** quoted below for each calendar month shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions by the Contractor.

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

Extension of time in terms of Clause 5.12 based on abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof according to the formula given below, for the full contract period including any extension thereof.

$$V = (N_w + N_n) + \frac{(R_w - R_n)}{X}$$

- V = Extension of time in calendar days regarding the calendar month under consideration.
 - N_w = Actual number of days during the calendar month whereupon a rainfall of Y mm or more was recorded.
 - N_n = Average number of days during the relevant calendar month whereupon, according to existing rainfall data, a rainfall of Y mm or more was recorded.
 - R_w = Actual rainfall in mm, for the calendar month under consideration.
 - R_n = Average rainfall in mm, for the calendar month derived from existing rainfall data.
 - X = This is regional factor and shall varies from 5mm/calendar month for dry areas to 20mm/ calendar month for wet areas. Clay soil must have a lower value than a lower value as sandy granular soil, since it will take longer to dry out.
 - Y = This is the intensity of rain that will cause the cessation of work and can be about 10 mm/day.
- For the purpose of the contract, N_n, R_n, X and Y shall have the values as provided in the Annexures to the tender and/or the specifications.
 - The total extension of time is the algebraic sum of the monthly totals for the subject period under consideration.

Contractor

Witness for Contractor

Employer

Witness for Employer

- Extension of time for part of a month, shall be calculated by using the pro-rata values of N_n and R_n for the relevant calendar month. If the algebraic sum of the monthly totals is negative, no reduction in contract completion time will be applicable due to abnormal rainfall conditions.
- The formula does not take into account any delays as a result of flood damage, that will result in further or simultaneous delays. The delays as a result of flood damage must be handled separately for the purposes of extension of time on the completion time.

SC.29 Add the following clause after 5.12.4:

Clause 5.12.5:

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

Sub Clause 5.12.5.1

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

Sub Clause 5.12.5.2

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

Sub Clause 5.12.5.3

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

SC.30 **Clause 5.13.1:**

The penalty for failing to complete the Works is **R3 000 per calendar day**.

SC.31 **Clause 5.16.3:**

The latent defect period is **10 years**.

SC.32 **Clause 6.2.1:**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

SC.33 **Clause 6.2.3:**

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

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

SC.34 **Clause 6.3:**

Add the following sub-clauses after Clause 6.3.3:

Sub clause 6.3.3.1:

Contractor

Witness for Contractor

Employer

Witness for Employer

If the scope of the work increased or decreased by a percentage in excess of **25%** the tendered amounts in Section 1200AH items 1.2 will be adjusted pro-rata. No changes to the above items will be considered in case of an increase or decrease of less than 25% variation in the contract amount.

Sub-clause 6.3.3.2:

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

SC.35 Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10 per cent**.

SC.36 Subclause 6.6.1 : Provisional sums

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

SC.37 Sub-clause 6.6.2 : Prime cost sums

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

SC.38 Clause 6.8.2:

Contract Price Adjustment will NOT be applied to this contract. This will be a Fixed Price Contract.

SC.39 Clause 6.8.3:

Price adjustments for variations in the costs of **special materials** are not allowed.

SC.40 Clause 6.8.4:

Add the following to Clause 6.8.4:

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

SC.41 Clause 6.10.1.5:

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

SC.42 Subclause 6.10.2:

Add the following:

"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents."

SC.43 Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the Defects Liability Period shall be **5%** of the Contract Price, including payment for contingencies. **A guarantee in lieu of retention is not permitted.**

The limit of retention money is 10% of the Contract Price, including allowances for contingencies and Contract Price Adjustment, if provision is made for a Contract Price Adjustment in the tender data.

Contractor

Witness for Contractor

Employer

Witness for Employer

The limit of retention money for the Defects Liability Period shall be 5% of the Contract Price.

SC.44 Clause 6.10.4:

Add the following to the existing clause 6.10.4:

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

SC.45 Clause 6.10.5.1:

In the sixth line, delete the words “.. Of the second half ..”

SC.46 Clause 6.10.10: Tax Invoices

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

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

SC.47 Clause 6.11:

Amend the percentage from **15 percent** to **25 percent** in the title and in the Clause.

SC.48 Clause 8.4.1:

Add the following to the existing clause 6.10.4:

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

SC.49 Clause 8.6.1:

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 0.00 (Nil)**.

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 200 000.00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

SC.50 Clause 9.2.1:

Add the following Sub Clauses after Sub Clause 9.2.1.3.7:

Clause 9.2.1.3.8

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

Clause 9.2.1.3.9

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

Clause 9.2.1.3.10

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

SC.51 Clause 10.5.:

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

SC.52 Clause 10.8.1:

"The determination of disputes shall be by Court proceedings."

Add the following after Clause 10:

SC.53 Clause 11: Contractor to provide everything necessary

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

SC.54 Clause 12: Details to be confidential

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

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.2.3 SUMMARY OF CONTRACT SPECIFIC DATA

Reference to	Clause	Information
Contractor	1.1.1.9	
Employer	1.1.1.15	UBUNTU LOCAL MUNICIPALITY
	1.2.1.2	Private Bag X329, , 7070 UBUNTU LOCAL MUNICIPALITY
Engineer	1.1.1.16	BVi Consulting Engineers 55 Bult Street, Upington, 8801 Tel. Nr. 054 – 337 6600 Fax Nr. 054 – 337 6699
Year end break	1.1.1.12 & 5.8.3	As Gazetted.
Contract Guarantee	6.2.1	Within 14 days of the Commencement Date
Guarantee Sum	6.2.1	10% of the total tender award sum
Commencement of Works	5.3	Within 14 days of Commencement Date
Programme of Works	5.6	Within 14 days of Commencement Date
Insurances	8.6.1.1.2	R0-00
	8.6.1.1.3	R5 000-00
Limit of indemnity	8.6.1.3	R2 000 000-00 per claim, claims unlimited during construction and defects liability periods
Other Insurances	8.6.1.5	To be included in Contractors All-Risk Insurance
Daywork percentages	6.5.1	Refer to Schedule 11 of Part T2 Returnable Documents
Special non-working days	5.8.1	Sundays and all public holidays as well as year end breaks.
Time for Completion	5.5.1 Weeks from Commencement including year end break/s, public holidays and any other non-working days. Tendered time for completion shall apply.
Penalty for Delay	5.13	The penalty for failing to complete the Works within the Tendered Contract Period is R1000-00 per calendar day.
Contract Price Adjustment a = N/A b = N/A c = N/A d = N/A	6.8.2	N/A The following values for the different factors are to be used: x = N/A a = Labour b = Contractor's Equipment c = Material d = Fuel
Special Materials	6.8.3	Not allowed
Minimum amount of interim payment certificate	6.10.1	Cashflow must correlate with specified Contract Period
Materials on Site	6.10.1.5	80%
Retention Money	6.10.3	Ten percent (10%) and reduced to five percent (5%) after issue of Certificate of Completion.
Defects Liability Period	1.1.1.13	12 Months from the issuing of Certificate of Completion
Dispute Resolution	10.5, 10.7 & 10.8	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms
Minimum Contract Participation goals:	N/A	N/A

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for Contractor

Employer

Witness for Employer

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means: UBUNTU LOCAL MUNICIPALITY

“Contractor” means:

“Engineer” means: BVi Consulting Engineers

“Works” means: **REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)**

“Site” means the site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

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

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates 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 comes 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 an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

Empty rectangular box for Contractor signature

Contractor

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Witness for Contractor

Empty rectangular box for Employer signature

Employer

Empty rectangular box for Witness for Employer signature

Witness for Employer

3.3

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the 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 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; or
 - 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 payments 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 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

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).....

Contractor

Witness for Contractor

Employer

Witness for Employer

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

National Banks:

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

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

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

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

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.4 Occupational Health and Safety Agreement

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

I hereby also undertake to comply with the Occupational Health and Safety Specification (**Attached in Annexure A**) and Health and Safety Plan provided by our company based on the client's documented Health and Safety Specifications contemplated in regulation 5(1)(b).

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of the Client

[Signature box]

Contractor

[Signature box]

Witness for Contractor

[Signature box]

Employer

[Signature box]

Witness for Employer

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract?
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any subcontractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to the commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.5 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT.....

AGREEMENT made between the CONTRACTOR

And the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date that his/her contract commences with the contractor to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

- 1. to keep the community informed on the progress of the project;
- 2. to keep the Contractor informed on relevant Community affairs and possible grievances;
- 3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- 4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **at least the minimum rate as prescribed by the Department of Labour** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9 hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) will full or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

- 3.11 The Contractor must give the CLO at least one week’s notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor’s name, the CLO’s name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison officer:

Date:



Contractor



Witness for Contractor



Employer



Witness for Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C1.6 Insurance Broker’s Warranty

Pro Forma



Letterhead of Contractor’s Insurance Broker

Date _____

**UBUNTU LOCAL MUNICIPALITY
Private Bag X329
VICTORIA WEST
7070**

CONTRACT NO.: **UB/LXN/01/2021**

CONTRACT TITLE: **REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the UBUNTU LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Empty signature box for Contractor

Contractor

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Witness for Contractor

Empty signature box for Employer

Employer

Empty signature box for Witness for Employer

Witness for Employer

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	95 - 96
C2.2 Bill of Quantities.....	97 - 110

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU LOCAL MUNICIPALITY**REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)****C2.1 Pricing Assumptions**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bill of Quantities are abbreviated and generally comply with those in the Standardised Specifications, Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only source of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bill of Quantities are estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. If a nil rate is entered against an item, it will be considered that there is no charge for that particular item (even should the quantity subsequently increase).
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

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

9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

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

10. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The Employer has the right whereas any measurements and/or payments were made before the final Payment Certificate to inspect it and if it is incorrect to correct it. The Employers has the right to remove and correct any work not complying with the specification before the submission of the last Payment Certificate.

Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU LOCAL MUNICIPALITY**REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING
AND STORAGE TANK IN MERRIMAN
(NORTHERN CAPE)****C2.2 BILL OF QUANTITIES****PREAMBLE TO BILL OF QUANTITIES****General**

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

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

CONSTRUCTION

Attention is drawn to Clause 6.7.1 of the General Conditions of Contract:

The Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed, from the construction drawings or measurement on Site, that such quantities are in fact the correct quantities. The Gross Total of tender must be carried to the Offer.

MEASUREMENT AND PAYMENT

The measurement and payment clauses of the SANS 1200 Standardized Specifications and the Standard and Particular Specifications as amended or added to in Part C3, Specification Data, shall be deemed to form part of and be included in the Pricing Instructions.

CONTENTS

SUMMARY		Amount	
		R	c
1	SCHEDULE A: PRELIMINARY AND GENERAL		
2	SCHEDULE B: WATER TREATMENT BUILDING		
3	SCHEDULE C : MERRIMAN ELEVATED RESERVOIR		
SUB-TOTAL		R	
* CONTINGENCIES Allow the sum of 10% (TEN percent) of the above Sub-total for Contingencies to be spent as the Employer's Agent may direct and to be deducted in whole or in part if not required.		R	
TOTAL INCLUDING CONTINGENCIES		R	
<u>VALUE ADDED TAX</u>			
ADD: VAT at the rate of 15%		R	
TOTAL Carried to part C1.1 Form of Offer and Acceptance		R	
CONTRACT PERIOD :.....WEEKS * Amount allowed for the use of the Employer's Agent only.			

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES**

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A.	SABS 1200A	SCHEDULE A: PRELIMINARY AND GENERAL				
A.1	8.3	FIXED-CHARGE AND VALUE- RELATED ITEMS				
A.1.1	8.3.1	Contractual Requirements	Sum	1.0		
	8.3.2	<u>Establish facilities on Site:</u>				
	8.3.2.2	<i>a) Facilities for Contractor</i>				
A.1.2		Offices and storage facilities	Sum	1.0		
A.1.3		Ablution and latrine facilities	Sum	1.0		
A.1.4		Tools and equipment	Sum	1.0		
A.1.5		Water supplies, electric power and communications.	Sum	1.0		
A.1.6		Accommodation	Sum	1.0		
A.1.7		Access	Sum	1.0		
A.1.8		Plant	Sum	1.0		
A.1.9		Compliance to the OSH Act including all site programmes, inductions etc	Sum	1.0		
A.1.10		Compliance to the Environmental Management Plan	Sum	1.0		
A.1.11	8.3.3	Other fixed-charge obligations (Specify)	Sum	1.0		
A.1.12	8.3.4	Remove Contractor's Site establishment on completion	Sum	1.0		
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	1.0		
	8.4.2	<u>Operate and maintain facilities on the Site:</u>				
	8.4.2.2	<i>b) Facilities for Contractor for duration of construction, except where otherwise stated</i>				
A.2.2		Offices and storage facilities	Sum	1.0		
A.2.3		Ablution and latrine facilities	Sum	1.0		
A.2.4		Tools and equipment	Sum	1.0		
A.2.5		Water supplies, electrical power and communications	Sum	1.0		
A.2.6		Accommodation	Sum	1.0		
A.2.7		Access	Sum	1.0		
Total Carried Forward						

Contractor

Witness for Contractor

Employer

Witness for Employer

**UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES**

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
A.2.8		Plant	Sum	1.0		
A.2.9	8.4.3	Supervision	Sum	1.0		
A.2.10	8.4.4	Company and head office overhead costs	Sum	1.0		
A.2.11	8.4.5	Other time related obligations	Sum	1.0		
A.2.12	PS27	Maintaining of OSH Act including all site programmes, inductions, etc.	Sum	1.0		
A.2.13	PS28	Maintaining of Environmental Management Plan	Sum	1.0		
A.2.14		Provide and maintain on site :				
A.2.14.1	PSAB5.6	Levelling instrumentation, 100m measuring tape and Troxler.	Sum	1.0		
A.3		FIXED-CHARGE ITEMS				
A.3.1	PS9	Project Name board	No.	1.0		
A4	8.8	EXISTING SERVICES				
		Locating, protection, alteration and relocation of existing services by means of hand excavation	m ³	10.0		
A5		TESTING				
A.5.1	PSA8.4	Testing of materials by Engineer (additional to that specified in the SABS)	Prov Sum	1.0	5 000.00	5 000.00
Total Carried Forward To Summary						

Contractor

Witness for Contractor

Employer

Witness for Employer

**UBUNTU MUNICIPALITY
 UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
 ELEVATED STORAGE TANK
 BILL OF QUANTITIES**

SCHEDULE A: PRELIMINARY AND GENERAL

SECTION	SUMMARY OF SECTIONS DESCRIPTION	AMOUNT R
1	PRELIMINARY AND GENERAL	
Total Carried Forward To Summary Of Schedules		

Contractor	Witness for Contractor	Employer	Witness for Employer

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE B: WATER TREATMENT BUILDING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		SCHEDULE B: WATER TREATMENT BUILDING				
B1		EXCAVATIONS				
B1.1		Excavations and backfilling	m ³	3.0		
B2		GROUNDWORKS				
B2.1		Filling underneath bedding layer	m ³	1.0		
B2.2		Bedding layer	m ³	1.0		
B3		FORMWORK				
E3.3		Ramp	m ²	1.0		
B4		CONCRETE				
B4.1		Foundations 20 Mpa/ 19mm	m ³	3.2		
B4.2		Floor 20 Mpa/19	m ³	1.0		
B4.3		Ramp 20 Mpa/19	m ³	1.0		
B5		BRICK WALLS				
B5.1		220m solid brick walls	m ²	53.0		
B6		PLASTERING				
B6.1		Supply all material and labour to plaster the inside walls of the building	m ²	16.3		
B7		WINDOWS				
B7.1		1000x1000 steel ventilation slates (louvers)	No.	3.0		
B8		WINDOW SILLS				
B8.1		Outside bricks	m	3.0		
B8.2		Interior plastering	m	3.0		
B9		DOORS				
B9.1		Standard 1830 x 2240 transformer door with slates	No.	1.0		
B9.2		Supply and installation of a 3 lever lock	No.	1.0		
B9.3		Air bricks	No.	2.0		
B10		PAINT				
B10.1		All inside walls with two layers with acrylic PVA external painting	m ²	51.0		
B10.2		Steel door and frame	m ²	10.0		
B10.3		Approved window frames. Bottom layer painted	m ²	6.0		
Total Carried Forward						

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Contractor



Witness for Contractor



Employer



Witness for Employer

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE B: WATER TREATMENT BUILDING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
B10.4		Facia board with approved under-layer	Sum	1.0		
B11		ROOF STRUCTURE COMPLETE				
		Supply and construct complete roof as per detail on Drawing No. 34535.00-205-01				
B11.1		Bond Lock Composite decking	m ²	32.0		
B11.2		Roof ventilator	Sum	1.0		
B11.3		Permanent shuttering along the edge of the roof as per detail on drawing	m	24.0		
B11.4		Ref 617 Mesh	m ²	32.0		
B11.5		Concrete 25MPa	m ³	6.0		
		Type 9E Polymer Concrete manhole cover & frame (900 x 600 mm) with locking mechanism	No.	1.0		
B12		DIVERSE ITEMS				
B12.1		Box outs through walls for pipework	No.	2.0		
B12.2		Conduit pipes for electrical connection	No.	2.0		
B13		FENCING				
		Supply and erect fencing as per Drawing 34534.00-134-01 and Specific Specifications PA 1				
B13.1		Fencing	m	65.0		
B13.2		Sliding Gate 5.0 meters	No.	1.0		
B.14		GENERAL				
B.14.1		Supply and spread 20mm thick 6.7mm crushed stone inside the treatment works fencing	m ³	6.0		
Total Carried Forward To Summary						

Contractor

Witness for Contractor

Employer

Witness for Employer

**UBUNTU MUNICIPALITY
 UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
 ELEVATED STORAGE TANK
 BILL OF QUANTITIES**

SCHEDULE B: WATER TREATMENT BUILDING

SECTION	SUMMARY OF SECTIONS DESCRIPTION	AMOUNT R
1	WATER TREATMENT BUILDING	
Total Carried Forward To Summary Of Schedules		

Contractor

Witness for
Contractor

Employer

Witness for
Employer

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE C : MERRIMAN ELEVATED RESERVOIR

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C		SCHEDULE C : MERRIMAN ELEVATED RESERVOIR				
C1		FOUNDATIONS:				
C1.1	SABS 1200 DA	Earthworks				
	8.3.2(a)	Restricted excavation for foundations in all materials and use for backfill or dispose inclusive of compaction to 93% Mod AASHTO				
C1.2.1		Concrete foundations	m ³	35.0		
C1.2	SABS 1200G	Concrete				
		Supply, excavate, erection of shuttering, steel fixing, placing of concrete, testing, finishing and curing, stripping of shutters for the following concrete structures:				
C1.2.1	8.4.2	50mm Blinding Screed (Class 30MPa/19)	m ³	5.0		
C1.2.2	8.4.3	Foundations (2000mm x 2000mm x 900mm) (Class 30 / 19)	m ³	35.0		
C1.3		Formwork				
	8.2.2	Supply, erect, fixing, treating and stripping of the following smooth finish shuttering:				
C1.3.1		Foundations	m ²	65.0		
C1.4		Reinforcement				
		Supply, cut, bending and fixing of the following steel reinforcing:				
	8.3.1	High tensile steel rebar:				
C1.4.1		Y-12 (footings)	kg	1499.0		
C2		ERECTION OF SECTIONAL STEEL TANKS:				
		Supply and erection of sectional steel elevated storage tank will be done by a nominated sub-Contractor				
C2.1	Part Spec 3.5	Supply and erection of Sectional Steel Tank 80 kl (4 x 4 x 3 panels with 100mm high-level flanged inlet, 100mm floor-level flanged outlet, 100mm flanged scour outlet and scour isolating valve and 150mm flanged overflow outlet) complete with all internal struts, stays, bolts, nuts, washers, gaskets and sealing materials, etc.	No.	1.0	500000	500000
C2.2	Part Spec 3.5	Tank stand 6m high (galvanized steel) complete with structural columns, baseplates, horizontal stays, cross bracing, grillage, bolts, nuts, washers, etc	No.	1.0	200000	200000
Total Carried Forward						

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Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE C : MERRIMAN ELEVATED RESERVOIR

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
C3		CONNECTIONS TO TANK:				
	SPEC BVMECH 01-6	Supply, install and test of all material, plant and labour to connect tank as per drawing:				
C3.1		Pipework				
		Supply, deliver, lay, fix and finish complete with fittings, etc				
		Supply, Laying, Fixing and Bedding of uPVC Fittings and Specials complete with couplings.				
C3.1.1		100mm Ø uPVC Flange adaptor	No.	1.0		
		Supply, deliver, lay and finish of Galv. Mild Steel pipes (PN10) complete with flanges, bolts, nuts, washers, packings, etc				
C3.1.2		100mm Ø Flanged galvanized mild steel pipe (high lift pump delivery)	m	3.5		
C3.1.3		100mm Ø Flanged galvanized mild steel pipe (tank inlet)	m	15.2		
C3.1.4		10mm Ø Flanged galvanized mild steel pipe (tank outlet)	m	10.5		
C3.1.5		100mm Ø Flanged galvanized mild steel pipe (tank scour)	m	0.3		
C3.1.6		100mm Ø Flanged galvanized mild steel pipe (tank overflow)	m	4.8		
C3.1.7		200mm Ø Flanged galvanized mild steel pipe (tank overflow)	m	8.6		
		Supply, Laying, Fixing and Bedding of Specials complete with flanges, bolts, nuts, washers, packings, etc				
C3.1.8		100mm Ø flanged galv.mild steel 90° Bend	No.	4.0		
C3.1.9		100mm Ø flanged galv.mild steel 45° Bend	No.	1.0		
C3.1.10		100mm Ø flanged galv.mild steel 90° Bend	No.	3.0		
C3.1.11		100mm Ø x 100mm Ø Flanged reducer (tank outlet)	No.	1.0		
C3.1.12		100mm Ø x 135mm flanged distance piece (tank inlet)	No.	1.0		
C3.1.13		100mm Ø x 285mm flanged distance piece (tank outlet)	No.	1.0		
C3.1.14		100mm Ø x 480mm flanged distance piece (tank scour)	No.	1.0		
Total Carried Forward						

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Contractor

Witness for Contractor

Employer

Witness for Employer

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE C : MERRIMAN ELEVATED RESERVOIR

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
C3.1.15		100mm Ø x 200mm flanged distance piece (tank overflow)	No.	1.0		
C3.1.16		100mm Ø flanged Sweep T-piece (tank scour)	No.	1.0		
		Supply, Laying, Fixing and Bedding of Valves complete with fittings, couplings as per detail drawings.				
C3.1.17		100mm Ø flanged VOSA Equilibrium Float Valve	No.	1.0		
C3.1.18		100mm Ø flanged RSV Type Isolating valve (scour)	No.	1.0		
C3.2	Part Spec 3.5	Disinfection of Sectional Steel Tank:				
		Complete including supply of chemicals, water, etc				
C3.2.1		Sectional Steel Tank 18kl (5 x 5 x 4 panels)	Sum	1.0		
C3.3	Part Spec 3.5	Lightning protection				
C3.3.1		The tendered sum shall include full compensation for obtaining approval of the drawings, and for installing and testing the lightning-protection system on the structure as specified.	Sum	1.0		
C3.4	Part Spec 3.5	Testing for watertightness				
C3.4.1		The tendered sum shall include full compensation for the provision of all labour, plant, materials and water for testing as necessary to carry out the test as specified. Only one test per tank shall be measured for payment, regardless of the number of tests carried out to determine watertightness	Sum	1.0		
C3.5	SABS 1200L	Special wrapping in corrosive soil				
C3.5.1	8.2.15	Wrapping of all subsurface galvanized steel pipes and fittings with bitumenous plastic tape such as Densowrap or better.	m	50.0		
C4		FENCING				
		Supply and erect fencing as per Drawing 34534.00-134-01 and Specific Specifications PA 1				
C4.1		Fencing	m	60.0		
C4.2		Gate 3.0 meters	No.	1.0		
Total Carried Forward						

Contractor

Witness for Contractor

Employer

Witness for Employer

**UBUNTU MUNICIPALITY
 UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
 ELEVATED STORAGE TANK
 BILL OF QUANTITIES**

SCHEDULE C : MERRIMAN ELEVATED RESERVOIR

SECTION	SUMMARY OF SECTIONS DESCRIPTION	AMOUNT R
1	MERRIMAN ELEVATED RESERVOIR	
Total Carried Forward To Summary Of Schedules		

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

UBUNTU MUNICIPALITY
UPGRADING OF MERRIMAN WATER TREATMENT BUILDING AND
ELEVATED STORAGE TANK
BILL OF QUANTITIES

SCHEDULE	SUMMARY OF SCHEDULES DESCRIPTION	AMOUNT R
A	SCHEDULE A: PRELIMINARY AND GENERAL	
B	SCHEDULE B: WATER TREATMENT BUILDING	
C	SCHEDULE C : MERRIMAN ELEVATED RESERVOIR	
	SUB-TOTAL A	
	10% CONTINGENCIES	
	SUBTOTAL B	
	15% VAT	
	TOTAL	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

UBUNTU LOCAL MUNICIPALITY

REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

C2.3 DECLARATION (In respect of completeness of Tender)

UBUNTU LOCAL MUNICIPALITY
Private Bag X329
VICTORIA WEST
7070

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document containing **140 pages** in consecutive order upon which my/our tender for **TENDER: REQUEST FOR TENDERS FOR THE UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)** has been based.

SIGNATURE OF TENDERER/S

DATE

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C3: Scope of Work

TABLE OF CONTENTS	Pages	
C3.1	STANDARD SPECIFICATIONS	113
C3.1.1	List of Standard Specifications	113
C3.2	PROJECT SPECIFICATIONS	114 - 131
C3.2.1	PART A : General	116 - 122
C3.2.2	PART B : Amendments to Standard and Specific Specifications	123 - 131
C3.3	SPECIFIC SPECIFICATIONS	132 - 136

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C3.1 STANDARD SPECIFICATIONS

C3.1.1 LIST OF STANDARDISED SPECIFICATIONS

1. SABS 1200

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

2. VR - PBL182E

Materials and Methods to be must used during construction

NOTES * VR – PBL 182E will not be issued with this document. This specification is only applicable when SABS 1200 does not comply with work to be done.

3. APPLICABLE STANDARD SPECIFICATIONS

Although not bound in nor issued with this Document, the following Standard Specification Sections shall form part of this Contract.

SABS 1200	A	- 1986 :	GENERAL
SABS 1200	AB	- 1986 :	ENGINEERS OFFICE
SABS 1200	AH	- 1986 :	GENERAL (Structural)
SABS 1200	C	- 1980 :	SITE CLEARANCE
SABS 1200	D	- 1988 :	EARTHWORKS
SABS 1200	DA	- 1988 :	EARTHWORKS (Small works)
SABS 1200	DB	- 1989 :	EARTHWORKS (Pipe trenches)
SABS 1200	DK	- 1996 :	GABIONS AND PITCHING
SABS 1200	DM	- 1981 :	EARTHWORKS (ROADS, SUB-GRADE)
SABS 1200	L	- 1983 :	MEDIUM PRESSURE PIPELINES
SABS 1200	LB	- 1983 :	BEDDING (PIPE)
SABS 1215		- 1984:	CONCRETE MASONRY UNITS
SABS 227		- 1986:	MASONRY UNITS OF BURNT CLAY
SANS 10400		- 2010:	APPLICATION OF NATIONAL BUILDING REGULATIONS
SANS 2001	CC1	- 2007:	Concrete works (structural)
SANS 2001	CC2	- 2007:	Concrete works (minor works)
SANS 2001	CM1	- 2007:	Masonry walling
SANS 2001	EM1	- 2007:	Cement plaster



Contractor



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Employer



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C3.2 PROJECT SPECIFICATIONS

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.

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

In the event of any discrepancy between a part or parts of the Standardised of 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.

C3.2.1 PART A : General

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

- PS 1 General Description of the Works
- PS 2 Description of Site and Access
- PS 3 Geotechnical soil conditions
- PS 4 Details of Contract
- PS 5 Allowances
- PS 6 Procedures during Construction
- PS 7 Site Facilities Available
- PS 8 Abnormal Rainfall
- PS 9 Time Related Items
- PS 10 Project Name Board
- PS 11 Protection from Storms and Floods
- PS 12 Existing Services
- PS 13 Accommodation of Traffic and Public Access
- PS 14 Setting out of Works
- PS 15 Temporary Office and Communication Facilities
- PS 16 Safeguarding of Material, Equipment and Property
- PS 17 Sanitary Conditions
- PS 18 Dealing with water
- PS 19 Construction in Confined Areas
- PS 20 Density Tests/Concrete Cubes
- PS 21 Community Liaison Officer (CLO)
- PS 22 Labour Intensive Activities
- PS 23 Classes of Excavation
- PS 24 Quality Control by Engineer
- PS 25 Health and Safety Plan



Contractor



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Employer



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C3.2.2 PART B : Amendments to Standard and Specific Specifications

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

C3.2.3 PART C : Specific Specifications

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

PART A : General

PS 1 GENERAL DESCRIPTION OF THE WORKS

The supply of materials, equipment, plant and labour for the cladding and enlargement of an existing corrugated iron structure, fencing around it, concrete footings for an elevated tank stand, pipework and a fence around the elevated sectional steel tank supplied by a nominated sub-Contractor.

PS 2 DESCRIPTION OF SITE AND ACCESS

The site is situated in Merriman in the Northern Cape



Merriman is situated in the Karoo region of South Africa's Northern Cape province, within the Ubuntu Local Municipality of the Pixley ka Seme District Municipality, 57 km West-North-West of Victoria-West

PS 3 GEOTECHNICAL SOIL CONDITIONS

The geological formations of the area form part of the Teekloof Formation and the that forms part of the Beaufort Group, as well as the early Permian Abrahamskraal Formation rocks of the Adelaide Subgroup (Karoo Supergroup) that is capped by severely degraded, superficial sheet wash and channel related (Quaternary) deposits bounded by Jurassic age dolerite intrusions.

It is expected that only a **brownish** clay soil along with occasional sandstone and mudstones typical in the area will be found.

PS 4 DETAILS OF CONTRACT

This supply and installation include the following components:

- Supply and construct a 7.2m x 3.7m building around the existing 4.5m x 3.3m corrugated iron building with a concrete roof structure.
- Supply and construct a security fence around the building and elevated water tanks.
- Supply and construct 4 x reinforced concrete footings for the elevated sectional steel tank stand.

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Employer

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- Supply and install pipework on elevated tank
- Elevated sectional steel tank to be provided and erected by nominated Supplier

Approximate quantities of each type of work are given in the Bill of Quantities but the Employer gives no warranty whatsoever of the accuracy of the quantities and the Contractor must itself evaluate the quantities of materials and the extent of the work required to be done.

PS 5 ALLOWANCES

The Contractors programme shall take the following into consideration:

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

PS 6 PROCEDURES DURING CONSTRUCTION

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

- i) A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.
- ii) The Contractor to supply and keep on-site and A4 triplicate site instruction book, which must be presented to the engineer at all site meetings and site inspections.
- iii) The Contractor to supply an A4 duplicate diary on-site to be signed off by Engineers representative. The Contractor to keep a daily diary, with at least the following information.
 - Weather condition
 - Record of any accidents and detail
 - Record of construction activities of the day with associated units measures of progress for each activity.
 - Record of resources (labour, materials, plant, etc.) utilized for each day.
 - Information of any strikes
 - Any other relevant information

PS 7 SITE FACILITIES AVAILABLE

PS 7.1 Source of Water Supply

The Contractor is to make his own arrangements for the supply of water from the existing borehole at the water treatment plant.

PS 7.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of power.

PS 7.3 Location of Camp and Depot

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

PS 7.4 Spoil Sites

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

PS 8 ABNORMAL RAINFALL

Refer to Contract Data – C1.2

PS 9 TIME-RELATED ITEMS

An approved extension of time (other than an extension of time granted in terms of Clause 5.12 of the Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time-related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PS 10 PROJECT NAME BOARD

The Contractor must make provision for two (2) project name boards as per the drawings bound in the document, and the position of the name boards must be communicated with the Employer.

PS 11 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, stormwater or subsurface water.

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

PS 12 EXISTING SERVICES

It shall be the full responsibility of the Contractor to obtain Way Leaves from the Local Authorities or any other Service Provider Institutions (Eskom, Telkom, etc) regarding any existing services that will have an impact on the Works or the execution thereof. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections and/or pipelines before commencing with construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services. **Way-leave arrangements to be made with Telkom, Eskom, Municipality on identification of existing services.**

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer. Whenever services are encountered which interfere with the execution of the Works and which require removing and relocating, the Contractor shall advise the Engineer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

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

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

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

PS 13 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

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

- i) To create temporary access for both vehicles and pedestrians
- ii) To provide detours where necessary
- iii) To provide, install and maintain traffic- and warning signs as required

PS 14 SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided. The Contractor shall provide for two (2) surveyor assistants to be made available to the Engineer or his representative during the works. The survey equipment must be available on-site for the full duration of the works.

PS 15 TEMPORARY OFFICE AND COMMUNICATION FACILITIES

No office shall be specifically required for the Engineer or his representative, but the site office of the contractor must be made available and so equipped that the Engineer, his representative or the Community Liaison Officer can perform their work undisturbed at any time during the works. The Contractor shall make provision at his own cost for efficient communication between his site office and the office of the Engineer for the duration of the contract as provided for in the Preliminary and General cost items.

PS 16 SAFEGUARDING OF MATERIAL, EQUIPMENT AND PROPERTY

The contractor is responsible for providing the necessary precautionary measures to ensure the safety and protect the Works against any losses and vandalism that can occur. The Contractor shall make provision at his own cost for precautionary safeguarding measures for the duration of the contract as provided for in the Preliminary and General cost items.

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PS 17 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited, and the Contractor shall bear full responsibility to provide sanitary facilities in accordance with the regulations of Local Authorities and Specifications within the contract.

PS 18 DEALING WITH WATER

The occurrence of rainwater and/or seepage in pipe trenches and excavated ponds after abnormal rainfall shall be removed and treatment of water shall be executed by the Contractor at his own cost. The extension of time granted for abnormal rainfall conditions shall be taken as sufficient compensation for the removal of rainwater or seepage and/or for the treatment of water of trenches and ponds, as a result of seepage or rainwater accumulation after the occurrence of abnormal rainfall.

PS 19 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas, and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

PS 20 DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer, and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following item and/or stage. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the full-time instatement of the required testing equipment and for the cost of all required testing procedures to be carried out on-site for the duration of the works.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Engineer for scrutiny and approval. The Engineer may order that further, control tests are to be taken.

The Engineer may order that control tests be taken by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Engineers and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. The required Cube tests and Density tests carried out by the Contractor in the normal course of his work shall not be covered by this

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sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

PS 21 COMMUNITY LIAISON OFFICER (CLO)

The CLO official shall be identified by the Employer to act as a liaison person between the Contractor and the persons to be employed. The liaison officer must be appointed by the process of appointment, and the job description is available from the Employer or the Employers Agent, which must be communicated with him after the appointment.

PS 22 LABOUR INTENSIVE ACTIVITIES

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid in envelopes to the labourers and formal Labour-contract documentation must be in place during the construction period. The appointment of Local Labour shall adhere as far as possible to the requirements stipulated by the WSIG Project Requirements for the full duration of the works. The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on-site to the Engineer for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor.

The following activities must be executed with local labour:

- i. General labour
- ii. Final site clearance
- iii. Hand excavation close to existing services

PS 23 CLASSES OF EXCAVATION

Estimated quantities of expected soft and hard rock excavations are provided in the Schedule of Quantities and materials shall only be classified as soft or hard rock material for the purpose of this contract and shall be classified as such by the Engineer on site.

All material encountered in any excavations for any purpose, including restricted excavation will be classified as follows:

i. Hard rock excavation

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

ii. Intermediate excavation

No provision shall be made for the classification of Intermediate material for the purpose of this contract.

iii. Soft excavation

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

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PS 24 QUALITY CONTROL BY THE ENGINEER

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and execute his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 10 % mark-up. However, in the case where the Contractor fails to comply with the required quality control measures during the execution of the works, the Contractor shall be liable for all costs resulting from quality control test and/or inspections carried out by the Engineer.

PS 25 HEALTH AND SAFETY PLAN

The contractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety law 85 of 1993 before any access to the site may be granted by the Employer or the Employer's agent. The contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work which must be reviewed and updated by the principal contractor as work progresses. This health and safety plan must be submitted in writing to the client and/or its agent for approval.

The contractor must, before the commencement and duration of construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include, but not be limited to:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
 - Security, access, control and the exclusion of unauthorised persons.
 -
- The provision and use of temporary services;
- Compliance with way-leaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan during the execution of the works.

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PART B : Amendments to Standard and Specific Specifications**PSA GENERAL (SABS 1200A)****PSA4 PLANT****PSA.4.2 Contractor's Offices, Stores and Services**

Add the following:

No accommodation is available for the Contractor's workers or personnel. The Contractor will have to make arrangements for accommodation and transport for his/her workers or personnel.

PSA5 CONSTRUCTION**PSA5.1 Setting out of the Works**

The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature. The setting out of the Works is the Contractor's responsibility.

PSA5.2 Accommodation of traffic

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians).

PSA5.3 Existing services

All services shall be treated as live until proven otherwise. The Contractor shall not commence work in an area until proper arrangements have been made for supervision of the work by the relevant authority.

The Contractor shall give assistance to service authorities with the location, protection and relocation of services controlled by that authority.

PSA.5.4 Protection of Overhead and Underground Services

Add the following:

Before commencement of any excavations, the Contractor must contact all the authorities concerned, to indicate where services are established.

The Contractor must obtain the necessary drawings from ESCOM, Telcom and the Local Authority to expose and safe guard services.

PSA.5.8 Ground and Access to Works

Add the following:

In cases where normal accesses are closed due to construction work, temporary access must be available for the public at all times. No additional payment will be made for this effort. The necessary allowance for compensation must be estimated under an allowed item. Trenches may not be left open for more seven days, and accesses must be provided within twenty-four hours. If the Contractor does not comply with this added specification, a penalty of two hundred per day will be applicable. The Engineer has the authority to let work be done by someone else and to claim the expenditure from the Contractor.

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PSA7 TESTING

PSA7.1 Testing Principles

Test results must comply with the minimum prescribed specifications and no statistical evaluations will be accepted

PSA8 MEASUREMENT AND PAYMENT

PSA8.2 Dealing with stormwater

The cost of controlling stormwater will be held to be included for in the tendered sums, and no separate payment will be made for this work.

PSA8.3 Dealing with existing services

The following works that are executed by the Contractor on the instruction of the Engineer will be measured and paid for under "Daywork" rates.

- i) All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
- ii) Work that is carried out by the Contractor with regard to existing services that are not indicated on the drawings and for which the Employer will carry the cost according to Subclause 5.4.

PSA8.4 Testing of Materials

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SABS 1200 specification or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Bills of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

PSA8.6 Miscellaneous

An item, which, in the payment clause column of the Bills of Quantities, refers to this clause will be measured in the unit scheduled. Any item omitted, the sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Bills of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.

PSA8.8 Temporary Works

PSA8.8.1 Main Access to Site

Add the following:

There will be no payment for the construction of a temporary gravel road or the maintenance of the existing road the site. The contractor must make sure that any costs to access the site is included in the Bill of Quantities of the contract data.

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PSA8.8.4 Existing Services

Add the following:

"For the exposure of existing services, an item for the excavation of soft material by hand in cubic meters has been provided for. The tariffs include all necessary payments for the excavation as instructed by the engineer. The tariffs will also include the backfilling and compacting of the materials to 90% Revised AASHTO density, the transport of all surplus material, the safeguard of the excavations and any other works necessary to complete the works. Transport of up to 0.5 kilometres of the material will be included in the tariffs and shall be considered as forming part of the excavation cost.

PSAB ENGINEERS OFFICE (SABS 1200AB)**PSAB3 MATERIALS****PSAB3.1 Facilities for the Engineer****a) Name boards**

The Contractor shall supply and erect, to the satisfaction of the Engineer, two project boards, as shown on relevant drawings.

PSAB4 PLANT**PSAB.5.4 Telephone**

Add the following

The telephone subscription and calls made, is payable by the Contractor and is not recoverable.

PSAB.5.5 Survey Assistants

Add the following

The survey assistants must be familiar with survey work. If the Engineer is not satisfied with his competence, the Engineer is entitled to hire a competent surveyor at the expenses of the Contractor.

PSAB4.1 Survey equipment

The Contractor shall provide the following survey equipment for use by the Engineer.

- a) Automatic level with tripod and staff
- b) All steel and wood pegs, concrete, hammers, picks, etc that the Engineer may require.
- c) Steel tape of length 50 m.
- d) Measuring wheel
- e) At least one survey assistants
- f) Safety and Medical Emergency Equipment etc.

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PSAD GENERAL (SMALL DAMS) (SABS 1200AD)**PSAD5.6 DEALING WITH WATER****PSAB5.6.1 Flood, Seepage and Storm Water**

Add the following

The Contractor shall accept all risks for any water affecting the Works during the execution of the works, whatever the source or cause may be, and shall bear full responsibility to properly deal with and dispose of all water to ensure that the Works are kept sufficiently dry at all times for their proper execution as specified in the contract.

For this purpose the Contractor shall provide, operate, and maintain in sufficient quantity as instructed by the Engineer such pumping equipment, well points, pipes and other equipment as may be required, and he shall also provide any sumps, furrows, cofferdams or other temporary works as may be required to minimize damage, inconvenience or interference with the works at the Contractors expense with any associated costs taken to be included in the tariffs given by the Contractor in the priced Schedule of Quantities. The Contractor's compliance with the abovementioned will not relieve the Contractor from any of his responsibilities and obligations under the contract.

PSC SITE CLEARANCE (SABS 1200C)**PSC3 CONSTRUCTION****PSC3.1 Disposal of material**

Material obtained from demolishing and unwanted excavated material shall be disposed of away from the site as indicated by the engineer.

PSD EARTHWORKS (SABS 1200D)**PSD5 CONSTRUCTION****PSD5.1 Precautions****PSD5.1.1 Safety****PSD5.1.1.3 Explosives**

Add the following

Blasting must be covered properly up to the satisfaction of the Engineer. The Contractor will be held responsible for any damages caused by blasting. Blasting certificates and permits must be available on request of the Engineer.

PSD5.2 Methods and Procedures**PSD5.2.2 Excavations****PSD5.2.2.3 Disposal**

Add the following

Excess material will be trimmed on the site or on the indicated dump site to satisfaction of the Engineer.



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PSD7 TESTING

PSD7.2 Taking and Testing of samples

Add the following

The Contractor must make provision for the execution of the density test in his tariff. Density tests will be applied to each layer of material established during filling. Tests will be done under the supervision of the Engineer.

PSDB EARTHWORKS _PIPE TRENCHES (SABS 1200DB)

PSDB3 MATERIAL

PSDB3.1 Method of classifying

The Contractor may use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given in PSDB3.2.

PSDB3.2 Classification of excavation

All material encountered in any excavations for any purpose, including restricted excavation will be classified as follows:

a) **Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

b) **Soft excavation**

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

PSDB 3.3 Selected Granular Material

Add the following:

"Where appropriate materials for backfilling is available in layers of 150 millimetres or more, the materials will be separated from the other materials for backfilling

PSDB 3.5 Backfilling Material

PSLB 3.5.2 Disposal of Surplus Material

Add the following:

The Engineer will decide which materials are unsuitable for backfilling. The rest of the materials must be disposed at a site as indicated by the engineer.



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PSDB 3.7 Selection

Add the following:

The Engineer will decide which materials are unsuitable for backfilling. The rest of the materials must be disposed at a site as indicated by the engineer

PSDB5 CONSTRUCTION**PSDB5.2 Minimum Base Widths**

For labour intensive contracts the trench widths for different pipe diameters will be adjusted as follow:

50mm diameter to 100mm diameter:	Trench width: 500mm
160mm diameter to 250mm diameter:	Trench width: 600mm
300mm diameter to 350mm diameter:	Trench width: 800mm

PSDB5.3 Existing services

The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractors.

PSDB5.4 Dust

The Contractor is responsible for the control of excessive dusty conditions due to the construction procedures. The Contractor shall also be held responsible for any claims that might arise. The Contractor shall allow for regular watering of areas to control dust.

PSDB5.6 Back Fill**PSDB5.6.4 Disposal of Hard Rock**

Add the following:

It is the responsibility of the Contractor level dumped material and to do the next dumping on top of the levelled dumped material. The Contractor will not be allowed to dump waste material on the horizontal surface.

PSDB5.9 Road Traffic Control

Add the following to D5.1.6

- a) Sufficient road signs must be erected in such a way the motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums must be filled with stones. The spacing of drums must be in such a way (maximum 5m) that they are visible from all directions.
- f) Sufficient safety measures must be utilized for pedestrians



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PSDB5.10 Areas subject to traffic loads

All trenches within road reserves and open areas will be considered to be subject to traffic loads, and the backfill material and compaction in these trenches shall comply with the requirements of Subclauses 3.5(b) and 5.7.2.

PSDB5.11 Suitable backfill material

It is likely that some of the material excavated from the trenches will not comply with Subclauses 3.5 and 5.6.2. Suitable material from other sections along the pipe route shall be used to complete the backfilling to these trenches. The unsuitable material shall be removed from site and spoiled at the designated spoil site as indicated by the Engineer.

PSDB7 TESTING

PSDB7.1 Testing and compaction of backfill to trenches and reinstatement of surfaces

The Contractor must furnish the Engineer with compaction tests results to prove that the compaction complies to the prescribed density. No single test result, which is below the specified density, will be accepted.

PSDB8 MEASUREMENT AND PAYMENT

PSDB8.3 Excavation (Sub Clause 8.3.2)

The rates for excavation shall include the cost of battery of deep excavations to comply with the latest OSH Act.
The rates for excavation of trenches shall also cover all costs of density testing to be borne by the Contractor as specified in PSDB7.1 and the provision of suitable backfill material from other excavations where required.

PSDE SMALL EARTH DAMS (SABS 1200DE)

PSDE6 TOLERANCES

PSDE6.2 Positions, Levels, Dimensions, and Moisture Content

a) Positions, Levels, and Dimensions

No Permissible Deviations is allowed under this contract, and the positions, levels and dimensions of the drawings shall be strongly adhered to by the Contractor during the execution of the works. No installation and/or placing of any material shall commence on top of, or within dams without prior approval by the Engineer on site with regard to positions, levels and dimensions. Should any of the positions, levels, and dimension found to be not as specified, the Contractor shall bear all responsibility and risks to adhere to the specified requirements, all at the Contractors expense.

b) Moisture Content

The Permissible Deviations allowed for with regard to optimum moisture content is 2% in percentage points for a type II degree of accuracy.

Should the results of the tests on any particular layer or part of a layer of a compacted fill show that the moisture content found in at least 90% of the tests is not within the appropriate of the limit given above, the compacted layer or part of the layer shall be harrowed and wetted or dried, as applicable, and recompacted to within the specified requirements all at the Contractors expense.

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The Contractor's compliance with the abovementioned tolerances will not relieve the Contractor from any of his responsibilities and obligations under the contract.

PSL MEDIUM-(PRESSURE PIPELINES) (SABS 1200 L)

PSL3 MATERIALS

PSL3.1 General

The sewer pipelines shall be the blue **uPVC type, class 9** (9 bar) with rubber joints (Z-joints) for all connector pipes. The sewer rising main pipelines shall be the blue **uPVC type, class 9** (6 bar) with rubber joints (Z-joints) "No joints may be glued or welded, Proof of SANS certificates must be provided beforehand in which the quality of the pipes is confirmed. Quantities of different types and classes of pipe must be confirmed with the Engineer before final quantities are ordered.

PSL3.3 STEEL-, CAST IRON AND METAL PIPES EN SPECIALS

PSL3.3.1 General

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.

All steel, cast iron and metal parts of pipes and fittings which are installed underground must be wrapped with "Denso inner and outer uPVC tape" or similar approved material which is approved by the Engineer. All steel pipe pieces which are provided with screw-thread must be produced from **Stainless Steel Type 316 Grade**.

All steel pipes and steel accessories shall be "hot-dip galvanised" as by the standard SABS 763 specifications prescribed.

PSL3.8.3 Flanges and Accessories

Add the following:

Flanges shall comply with SABS 1123 and have a minimum working pressure of 2 500 kPa, except where otherwise indicated. Holes shall be drilled to **Table 16** SABS 1123.

Any item of pipework or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

PSL3.8.4 Loose Flanges

Add the following:

"Bolts and nuts must be of electroplated steel type and must comply with the applicable requirements of SABS 135."

PSL3.10 Valves

PSL 3.10.1 Isolating valves

Add the following:

"All isolating valves must comply with SABS 664, must be corrosion resistant to sewage water and must be suitable for work pressure of 16 bar depending on where it is being used. Valves must close clockwise, and the direction of open and closed must be indicated on the valve permanently. Valves must be of the non-rising spindle type and



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must be provided with a square head, suitable for the use of a turn-key. All valves shall be tested for tightness."

A turn-key must be provided for valves which are installed underground. Valves which are placed above ground must be provided with a standard removable handwheel.

The tenderer must indicate in his tender which type of valves will be used and a copy of the specifications, in which will be indicated that the required pressure can be maintained must be submitted with the tender.

PSL 3.10.4 **Air valves**

Add the following:

Ari D-020 (Flanged), or similar approved, air-outlet valves which comply to SABS 664 and are suitable for a working pressure of 16 Bar shall be installed on the uPVC parts of the pipeline. Products of similar quality can be suggested as alternatives. See relevant drawing

PSL4 **PLANT**

PSL 4.3 **TESTING**

PSL 4.3.1 *Add the following:*

The contractor must see to it that all test apparatus must be in a safe working condition. Calibration certificates of the pressure meters must be provided before any tests are accepted. The contractor must make his own arrangements to get water for testing. All water costs for testing purposes must be included in the rate for the installation of the pipes.

PSL5 **CONSTRUCTION**

PSL5.1.3 *Add the following:*

Special attention must be provided for sealing of pipes if the wind blows and provision must be made to prevent the intrusion of groundwater into pipes.



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C3.3 SPECIFIC SPECIFICATIONS

PM MASONRY

PM 1 Scope

Materials, construction method and workmanship desired for masonry are explained in this section. All activities in connection with masonry and plaster of structures are treated.

PM 2 Material

The building-sand for mortar must comply with the specification for sand for concrete, on condition that all the sand can be screened through a 2,4mm screen.

The cement for mortar must comply with the same specification as for cement in concrete.

Quality bricks should be thoroughly burnt to be hard and durable. A hard ringing sound emitted when two bricks are struck together indicates that bricks were well burnt. The bricks should be true to size and shape, with straight edges and even surfaces. Bricks must comply with the requirements as stipulated in the latest edition of SABS 227.

Platforms for mixing, wheelbarrows and pans which come in contact with the mortar must be clean, watertight and none absorbed before any mortar is placed on or in it.

PM 3 Brickwork

All brickwork must be done in English Bond, and no false headers may be used.

Bricks must be soaked in water before immediate use, and the previous layer must also be well wet before the next layer is mortared. Bricks must be well embedded in the mortar, and all the joints of each layer of bricks must be well cocked. Joints may under no circumstances be thicker than 10mm, and all vertical joint and corners must be plumb.

PM 4 Mortar

Measurements for mixing of mortar must be done volume units. Five units of sand to one unit of Portland cement for masonry and plaster of walls and three units of sand to one unit of Portland cement for the plaster of concrete ceilings and beams, if not otherwise stipulated.

The ingredients must be dry mixed until the mixture is uniform in colour and appearance. Thereafter water must be added with fine spray, and the ingredients must be thoroughly mixed.

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PARTICULAR SPECIFICATION PA: FENCING

PA 1 SCOPE

This specification covers material requirements and installation of security fencing and gates, for the project.

PA 2 GENERAL

- All steel materials shall be of good commercial quality, galvanized steel.
- All pipes shall be galvanized (one piece without joints). Furnish moisture proof caps for all posts.
- Zinc coating shall be smooth and essentially free from lumps, globs, or points.
- Miscellaneous material shall be galvanized.
- Minimum of 10 year guarantee required on all fencing material

The Contractor shall submit the following information to the Engineer for approval prior to the commencement of any work:

- Certificate of compliance for materials and coatings
- Shop drawing for gates
- Quality control program

PA 3 MATERIALS

PA 3.1 High Security Fences and Gates

PA 3.1.1 Panels

Fence to comprise anti-climb mesh panels with the following specifications:

- panels shall be of 3.305 m width and 2.4 m in height
- wires to be 4 mm in diameter
- panel aperture size (centres) shall be 76.20 mm x 12.70 mm
- panel shall be reinforced with 4 x 50 mm deep 'V' formation horizontal recessed bands for rigidity
- panel shall have 2 x 70° flanges along side
- panel shall have 2 x 30° flanges along top and toe

PA 3.1.2 Posts

Posts shall be as specified below:

- post shall be 2.4 m long Cochrane Taper Locking Post
- post width shall be 85 mm – tapering to 45 mm with a depth of 85mm
- post shall include 'Locking Recess Mechanism' to secure panel edge
- post shall be sealed with a UV stabilized polymer cap
- post finish shall be Galvanized
- post foundation shall be 600mm x 400mm² 15Mpa concrete

PA 3.1.3 Topping Options

No additional security toppings will be installed on the fence panels.

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PA 3.1.4 Anti-burrow Options

No anti-burrow will be installed.

PA 3.1.5 Gates

Vehicle access gate with details as follows:

- sliding gate with 5 m wide clear opening x 2.4 m high
- outer frame of gate shall be formed of 76 x 76 x 3 mm mild steel square tubing
- infill panels of gate to conform to specifications of PA 2.1.1
- 2 x 80 mm dia industrial gate wheels, 2 x standard roller guide wheels and 50 mm flat bar gate guide to be installed
- stopper to be provided to prevent gate from opening too far
- anti-lift mechanism to be installed
- gate locking post to be 76 mm x 76 mm x 3 mm
- tamper resistant locking mechanism to be installed
- including all necessary excavations, concrete bedding and levelling and clearing of terrain on completion.

The Contractor shall submit a workshop drawing for the gate to be approved by the Engineer prior to commencing with manufacturing.

PA 4 CORROSION PROTECTION

The corrosion protection for the panels and posts shall be as specify below:

- a) Panel – pre-galvanised wire with 350 microns thick marine fusion bond
- b) Post – hot dipped galvanised with 350 microns thick marine fusion bond
- c) Gate outer frame – hot dipped galvanised with 350 microns thick marine fusion bond

PA 5 INSTALLATION OF HIGH SECURITY FENCING

PA 5.1 General

Install all fencing and gates in accordance with the drawings, specifications, instructions, and as specified lines and grades indicated. Line posts shall be spaced at intervals of 3.382 m. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.

PA 5.2 Posts

- a) Post holes shall be cleared of loose material. Waste material shall be spread where directed by Engineer. The ground surface irregularities along the fence line shall be eliminated to the extent necessary.
- b) Posts shall be set plumb, and follow the indicated alignment. All posts shall be set to the depth indicated on the design documents. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of dome

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at grade elevation. Concrete shall be allowed to cure prior to installing any additional components to the posts.

- c) Concrete footings shall be 400 x 400 x 600 mm deep from 15 MPa concrete, unless otherwise specified on design drawings or documents. Where a rock layer is encountered within the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then the regular concrete footing shall be placed between the top of the rock and the top of the footing elevation as shown on the design documents. Posts shall be approximately centred in their footings. All concrete shall be placed promptly and consolidated by tamping or other approved methods.
- d) Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole. Curing may be achieved by covering the concrete with not less than four inches of loose moist material immediately after placing concrete, or by using a curing compound. All excess material from footings, including loose material used for curing, shall be disposed of as directed by the Engineer.
- e) Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place concrete for footings. Under these conditions the earth and forms coming in contact with the concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped. The top of the concrete shall then be covered with not less than 100 mm of loose moistened material or use curing compound if the 7-days cure is not completed. All excess material from footings, including loose material used for curing, shall be disposed of as directed.

PA 5.3 Gates

Gates shall be installed at the locations shown on the drawings. Latches, stops, and keepers shall be installed as required. Slide gates shall be installed as recommended by the manufacturer.

PA 5.4 Adjusting

- a) Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- b) Lubricate hardware and other moving parts.

PA 5.5 Closing Openings Under Fences

At ditches, streams, drainage channels or other hollows where it is not possible to erect the fence so that it follows the general contour of the ground, the Contractor shall close the opening under the fence by means of horizontal barbed wires at distances of 150 mm from each other, stretched between additional posts or straining posts as shown on the drawings or directed by the Engineer. In the case of pedestrian, vermin-proof and security fences the opening shall be covered with strips of wire netting of diamond mesh 1 000 mm wide fixed to the barbed wires.

In the case of larger streams where damming of debris against the fence would constitute a danger, the opening below the lower fencing wire shall be closed by means of loose-hanging wire nets. For this purpose additional straining posts shall be planted on either side of the stream with a cable consisting of at least five strands of smooth fencing wire stretched between them. Onto this cable vertical strips of diamond mesh, hanging down to ground level, shall be fixed. The sides of the different strips of diamond mesh shall be fixed to each other so that the whole mat may be raised by water flowing underneath and so leave a free stream area. These mats at streams shall only be erected on instructions from the Engineer. If it should be necessary to keep the bottom of the mats on the ground, the Engineer may order that timber posts or pipes be fixed horizontally to the lower ends of the diamond mesh strips.

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PA 5.6 General Requirements

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate from that shown on the drawings by more than 25 mm. Other fencing wires shall not vary by more than 10 mm from their prescribed relative vertical positions.

Where temporary fences are erected they shall be firm and of sufficient height with a sufficient number of wires to prevent the passage of stock. The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire or netting so as not to create a hazard to grazing animals or a nuisance to the owners of the ground.

PA 6 MEASUREMENT AND PAYMENT

PA 6.1: Scheduled Items

PA 6.1.1 High Security Fencing Unit : Meter

The unit of measurement shall be the length of fence installed.

The tendered rate shall include full compensation for supplying and installation of posts, panels, additions, concrete footings and excavation for concrete footings as per the specifications - all inclusive of materials and labour.

PA 6.1.2 High Security Gates Unit : Number

The tendered rate shall include full compensation for the preparation of workshop drawings for approval, manufacturing, delivering to site and installation of the gate with details as per the specifications, including locking post(s), panels, additions, concrete footings and the concrete strip for the guide - all inclusive of excavations, materials and labour.

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Part C4: Site Information

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Contractor

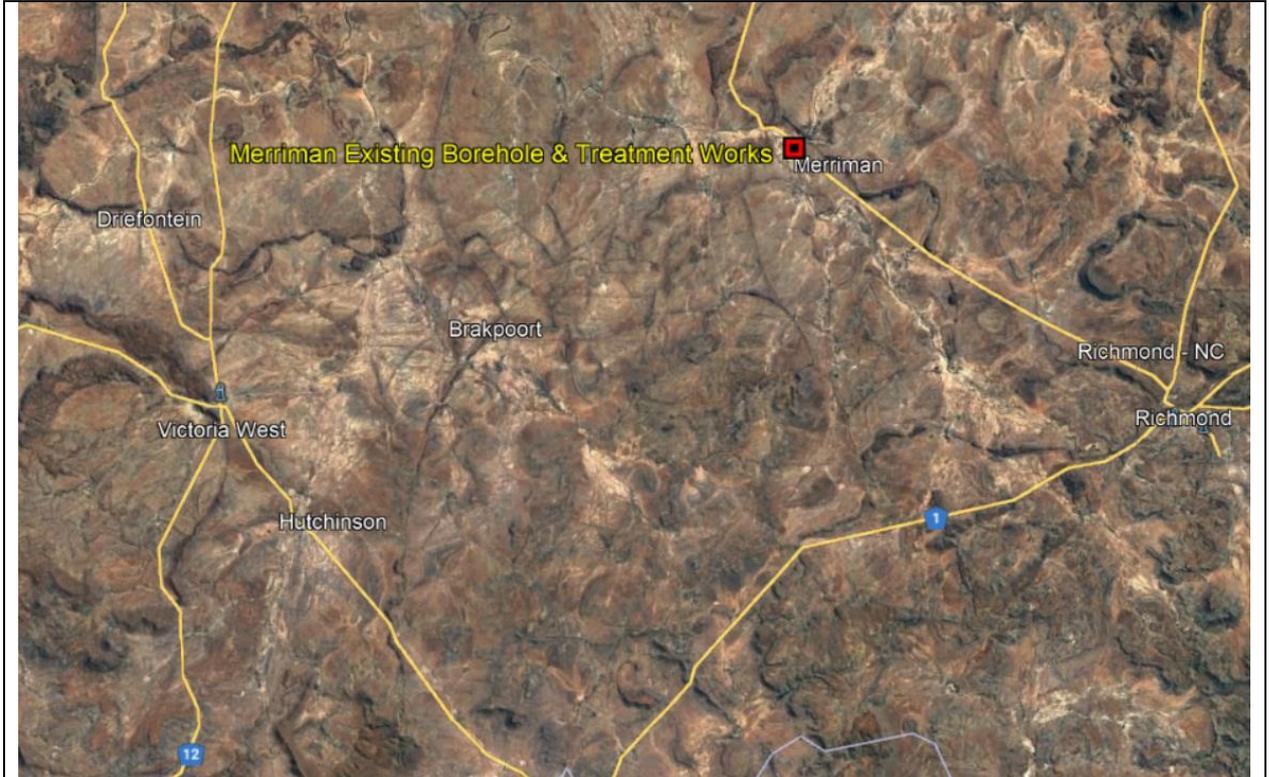
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Contractor

Employer

Witness for
Employer

C4.1 LOCATION OF THE PROJECT

Construction takes place within the existing settlement of Merriman. No problems are foreseen with access to the site, and all related works must be coordinated with the Local Authorities.



LOCALITY PLAN :

UPGRADING OF THE WATER TREATMENT BUILDING AND STORAGE TANK IN MERRIMAN (NORTHERN CAPE)

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Employer

Witness for Employer

C4.2 AVAILABLE INFORMATION**C4.2.1 Disclaimer**

This document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along the route.

The results of these investigations are given in good faith, and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible material sources are given in good faith, and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from the source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this part of the contract documents.

C4.2.2 Climate

Merriman normally receives about 275mm of rainfall per year. The average daily maximum temperatures for Merriman ranges from 15 degrees Celsius in July to 30 degrees Celsius in January. The region is the coldest during July when the temperatures drop to below zero degrees Celsius on average during the night.

C4.2.3 Traffic information

Limited pedestrian and residential vehicle traffic will be encountered throughout the site. No problems are foreseen with access to the site, and all related works must be coordinated with the Local Authorities. Construction takes place close to a major railway line. Conditions set by Transnet must be adhered to. The Contractor will be responsible to obtain all required documentation for approval from Transnet

C4.2.4 Construction materials

- Crushed aggregate

Aggregate is available from De Aar Crushers

- Sand for concrete work

Sand is available from Ubuntu Municipality close to Merriman

- Bricks

Bricks are available from local suppliers

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- Water sources

The contract will have to make the necessary arrangement with the local authority. Any expenses regarding the abovementioned will be for the Contractor's account. The quality of the water must also comply with the set standards.

- Deleterious materials

Any hazardous material must be removed by an accredited service provider. who can submit a certificate to the Contractor, to verify that material was destroyed or recycle according to the applicable environmental law.

C4.3 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 may be issued as a separate book of drawings or else bound in as part of this document.

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

At the commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter, during the progress of the works, the 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.

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

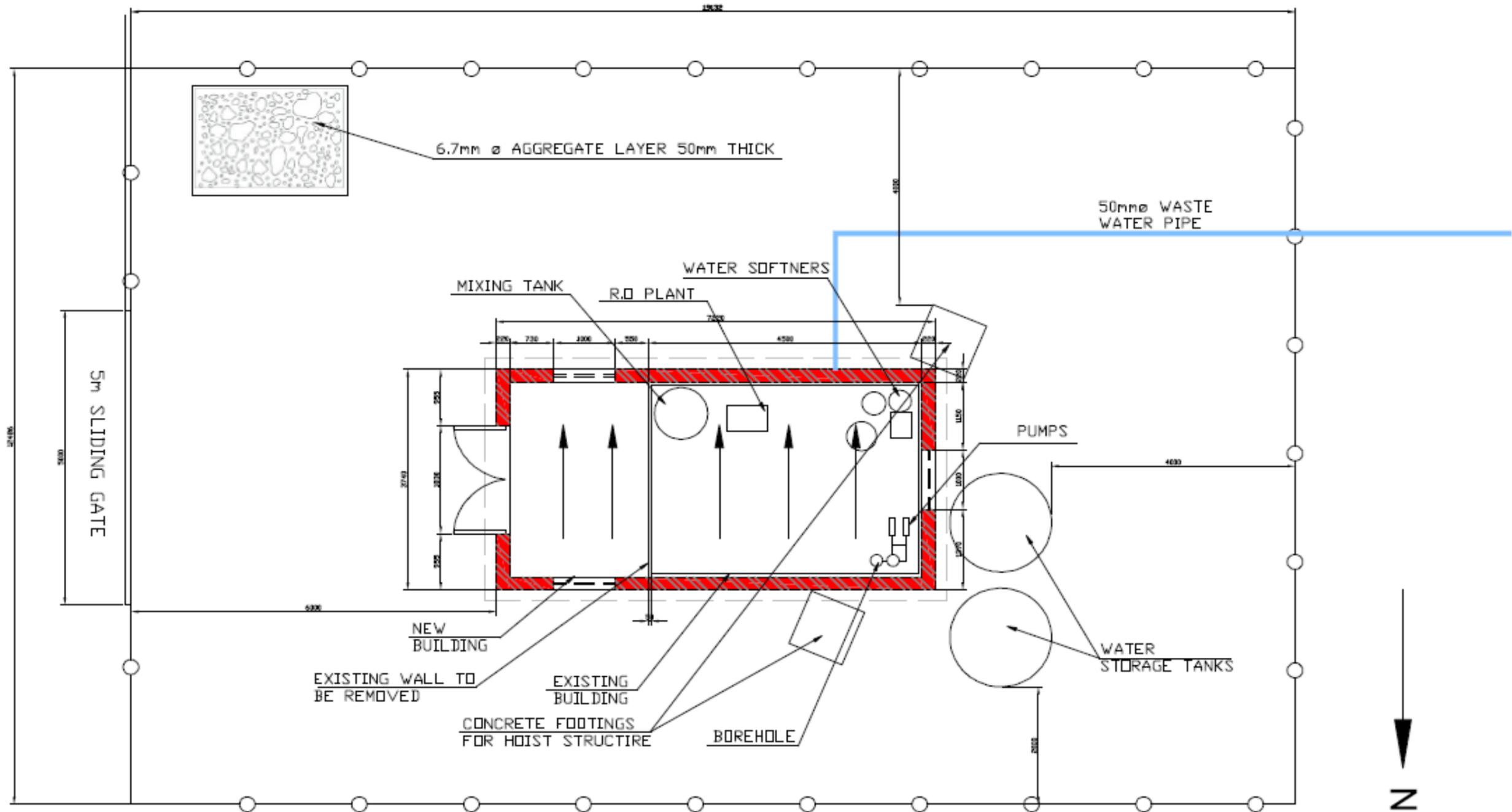
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34534.00-201-01	TREATMENT WORKS ELEVATIONS	A3
34534.00-205-01	TREATMENT WORKS SECTIONS & LAYOUT	A3
34534.00-134-01	FENCING GENERAL DETAIL	A3
34534.00-210-01	ELEVATED RESERVOIR LAYOUT DETAIL AND FOOTINGS	A3

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Issue Date	Drawing Size	Revision
10 Aug 2022	A4	A
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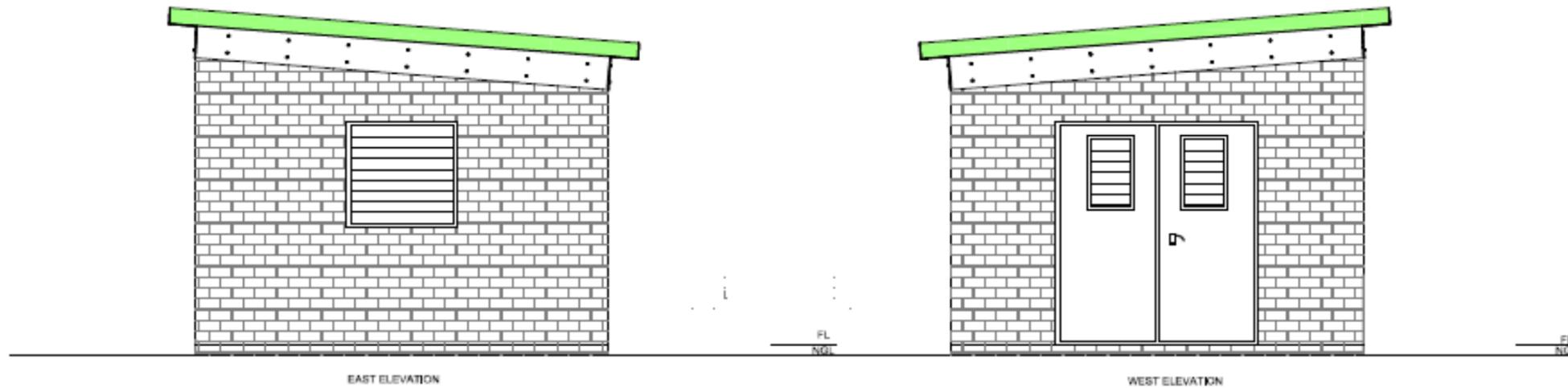
CLIENT
 Ubuntu Municipality

Municipal Manager: ...
 Deputy Municipal Manager: ...
 Executive Director: ...

PROJECT
 MERRIMAN BULK WATER UPGRADE

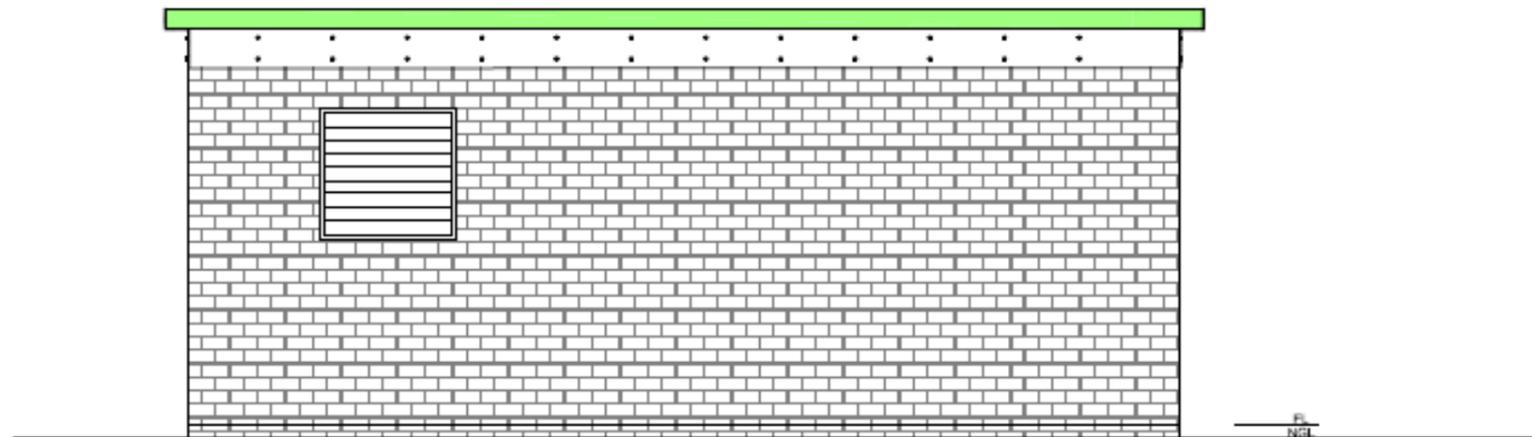
DRAWING TITLE
 TREATMENT WORKS GENERAL LAYOUT

APPROVED BY RM			
F.D.MARITZ	REG. NO.	10 Aug 2022	DATE
ENGINEER/TECHNOLOGIST			
SCALE	1:100	DRAWN	E.CLOETE
DESIGNED	F.D.MARITZ	CHECKED	F.D.MARITZ
PLAN NUMBER		REVISION NO.	DATE SAVED
34535.00-100-01		A	10 Aug 2022

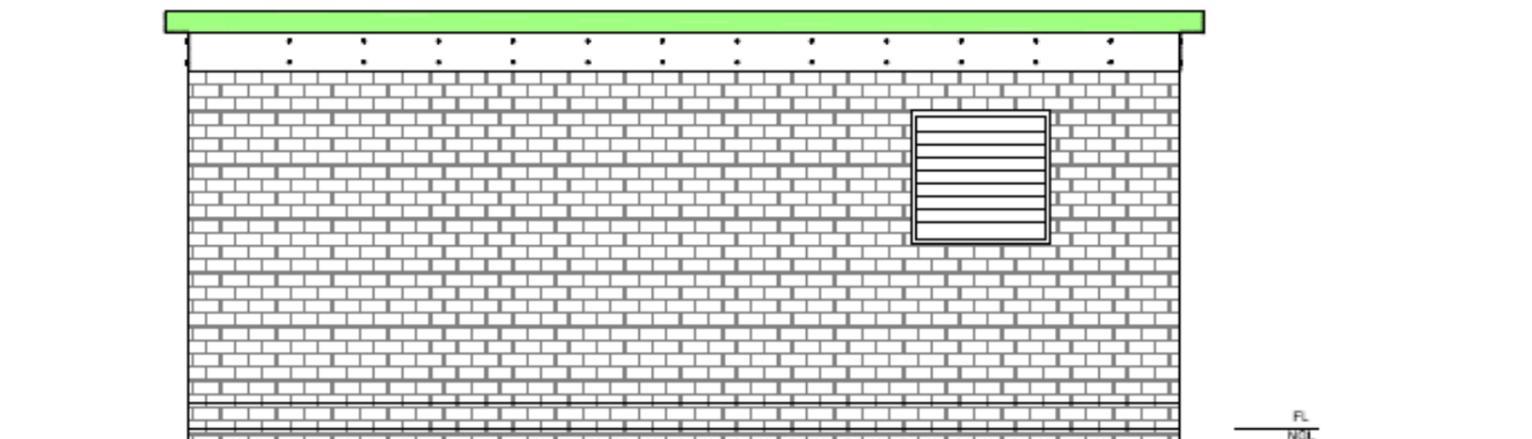


EAST ELEVATION

WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

NOTES/LEGEND		
ISSUE DATE	DRAWING SIZE	REVISION
10 Aug 2022	A3	A
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CLIENT



Ulbrautu Municipality



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BBBEE Level 1

PROJECT

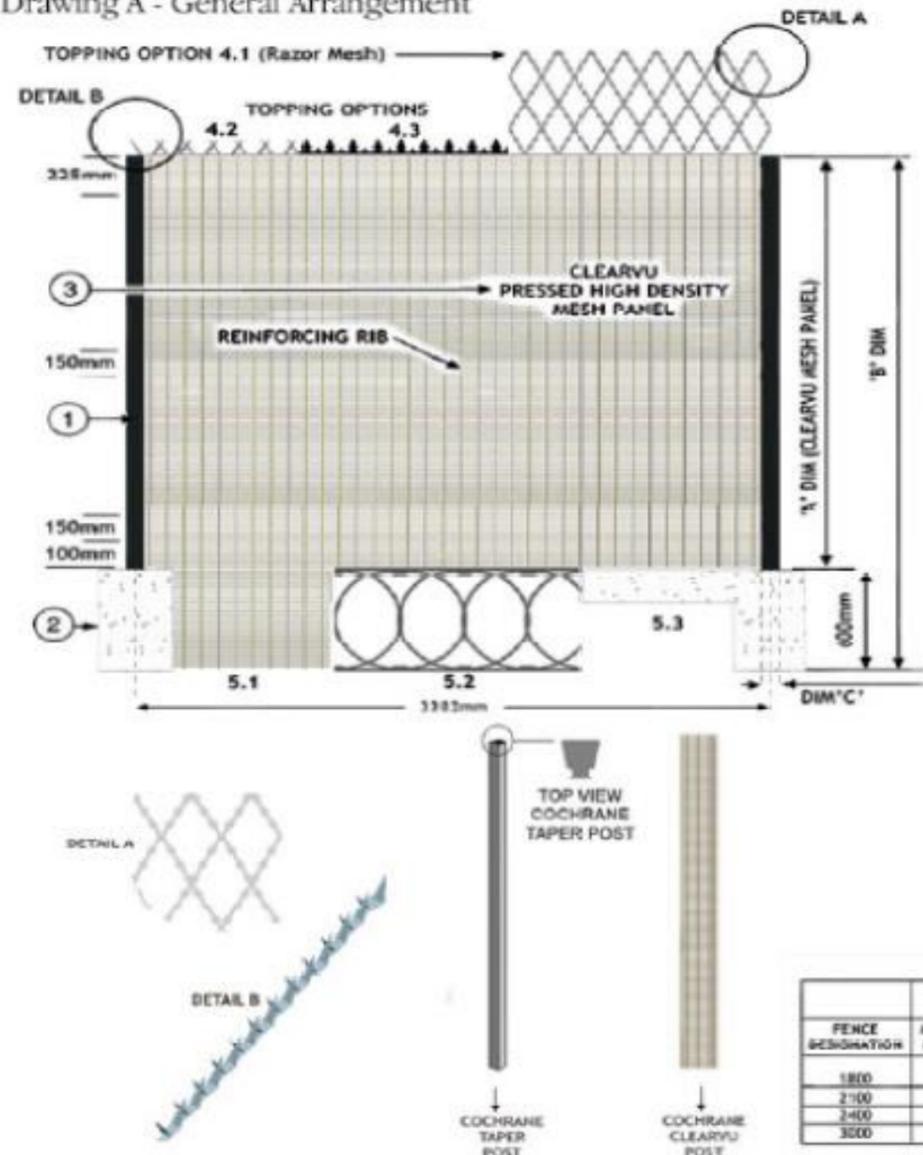
MERRIMAN BULK
WATER UPGRADE

DRAWING TITLE

TREATMENT WORKS
ELEVATIONS

APPROVED BY BVA			
F.D. MARITZ	950502	10 Aug 2022	
ENGINEER/TECHNOLOGIST	REG. NO.	DATE	
SCALE	1:20	DRAWN	E.CLOETE
DESIGNED	N. MARITZ	CHECKED	N. MARITZ
PLAN NUMBER		REVISION NO.	DATE SAVED
34535,00-201-01		A	10 Aug 2022

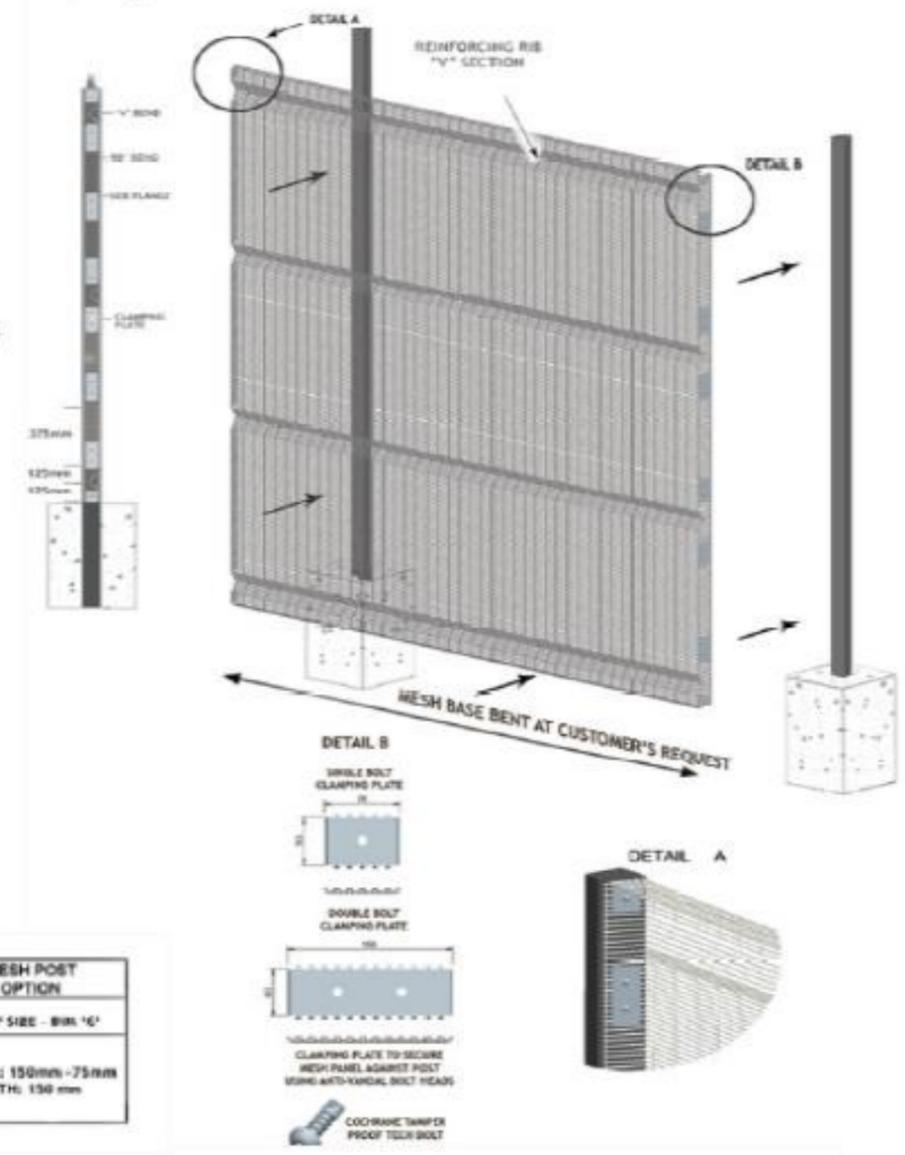
Drawing A - General Arrangement



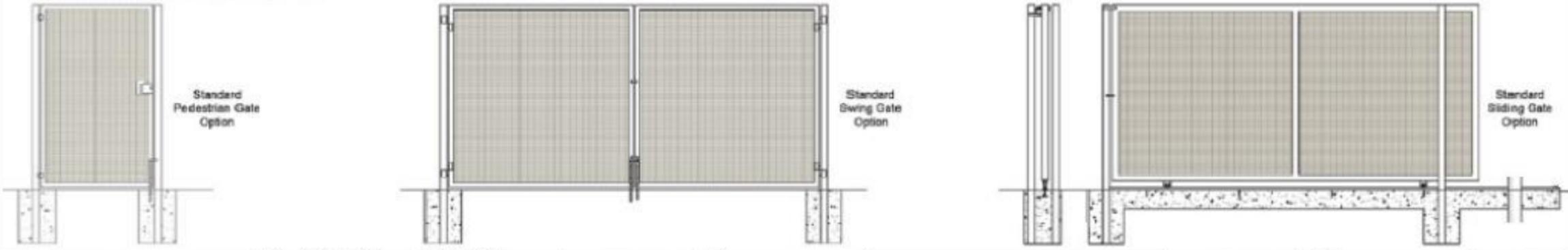
- 1.0 POSTS**
- See table
 - Taper post sealed with UV stabilised polymer and cap, supplied with 12mm dia base pin
- 2.0 FOUNDATIONS**
- 600mm deep X 400mm square 15Mpa concrete
- 3.0 CLEARVU PRESSED HIGH DENSITY MESH PANEL**
- 3.1 Mesh Dimensions:**
- 3.1.1 Standard option**
- 4 mm dia high tensile wires
 - Aperture sizes: 76,2mm x 12,7mm (3in x 0,5in) centers
- 3.1.2 Alternative option**
- As per 3.1.1 above but 3mm dia horizontal wires and 4mm dia vertical wires
- 3.2 Mesh Coatings:**
- Option 1: Line galvanised (standard option)
 - Option 2: Line galvanised with epoxy coating (for extra corrosion protection)
 - Option 3: Line galvanised with Marine Fusion Bond coating (for highly corrosive conditions)
- 3.3 Mesh Panel Design:** Panel Reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands and 2 x 75mm 70° flanges along sides (See Drawing B), (Internal Flanges - Anti Vandal) and 2x30° Flange along top (Arrows - Straight Edges)
- 4.0 TOPPING OPTIONS**
- A variety of anti-climb structures may be installed to the mesh top, such as:
- 4.1** Razor mesh panels 600mm high with 150mm x 300mm apertures, fixed to 50mm x 50mm ClearVu mesh angle beam along fence top.
- 4.2** 100mm high galvanised 'shark tooth' type spike rails, bolted to 50mm wide ClearVu mesh flange bent along fence top.
- 4.3** 100mm high galvanised 'castle' type spike rails, bolted to 50mm wide ClearVu mesh flange bent along fence top.
- 5.0 ANTI BURROW OPTIONS**
- 5.1 600mm ClearVu Mesh Extension
 - 5.2 500mm Ripper Flatwrap
 - 5.3 200mm Concrete Sill
- 6.0 GATES OPTIONS**
- 6.1 Pedestrian Gate
 - 6.2 Swing Gate
 - 6.3 Sliding Gate
- Note: Specifications are subject to change and must therefore be confirmed at time of purchase.*

FENCE DESIGNATION	MESH WIRE DIAMETER	DIM 'A' / DIM 'B'		TAPER LOCKING POST OPTION		MESH POST OPTION	
		Dim 'A'	Dim 'B'	POST SIZE - Dim 'C'	POST SIZE - Dim 'E'		
1800	4/3	1800	2400	TAPER: 85 mm - 45 mm DEPTH: 60 mm	TAPER: 150mm - 75mm DEPTH: 150 mm		
2100	4/3	2100	2700				
2400	4/3	2400	3000				
3000	4/3	3000	3600				

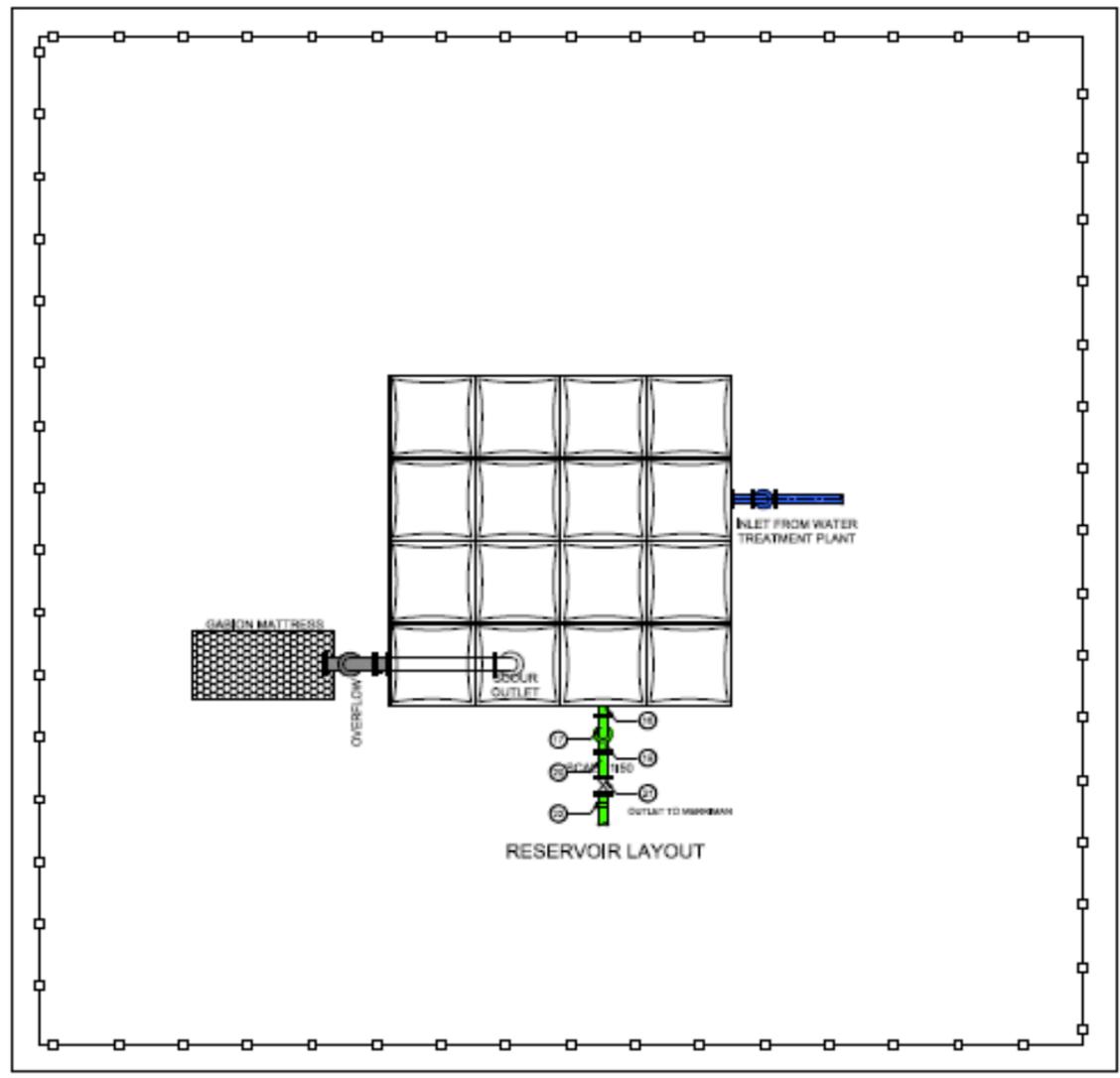
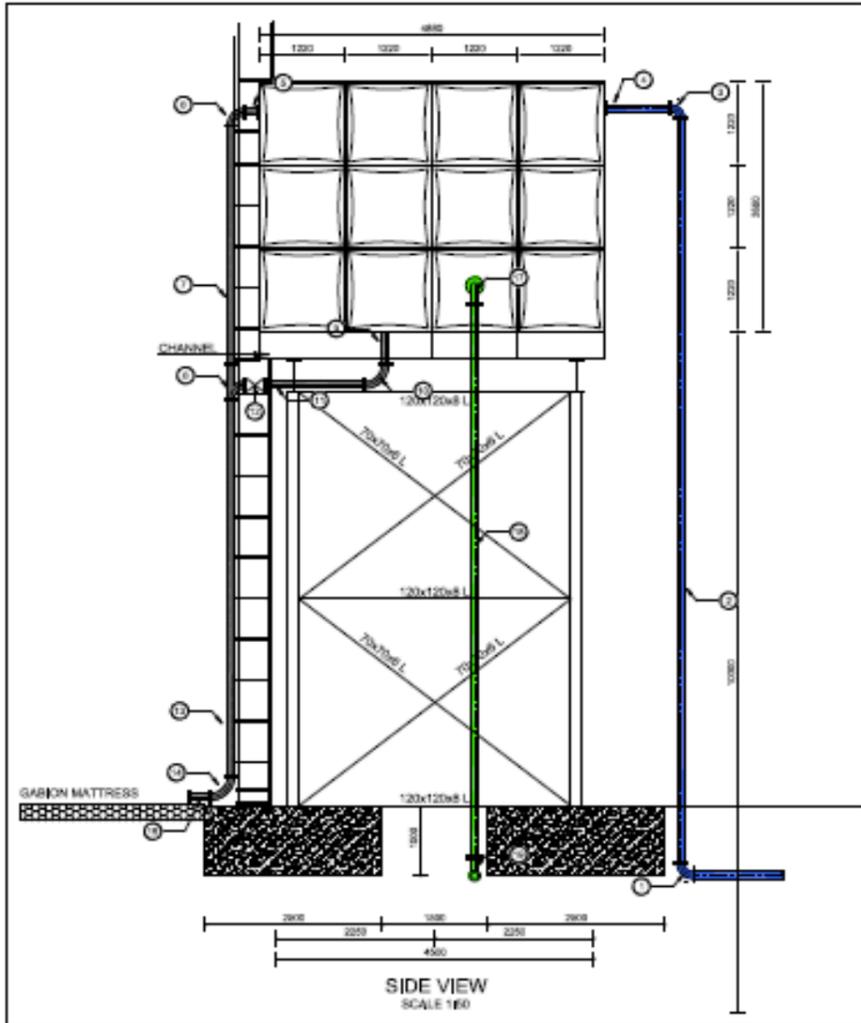
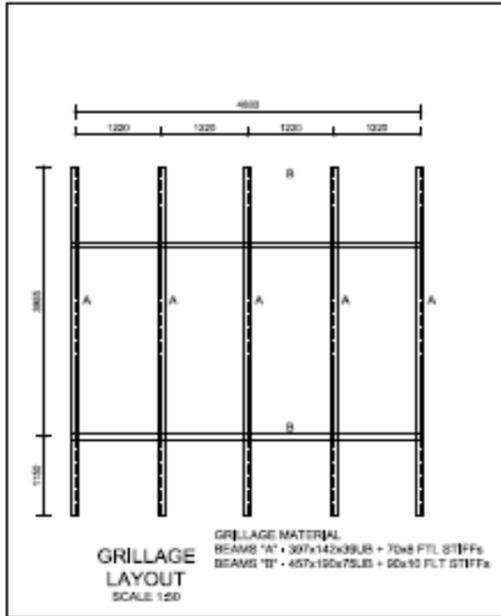
Drawing B - Pressed Panel



GATES: MANUFACTURED TO CUSTOMER'S REQUIREMENTS

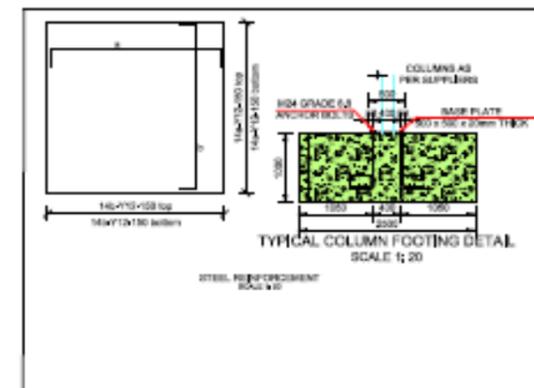
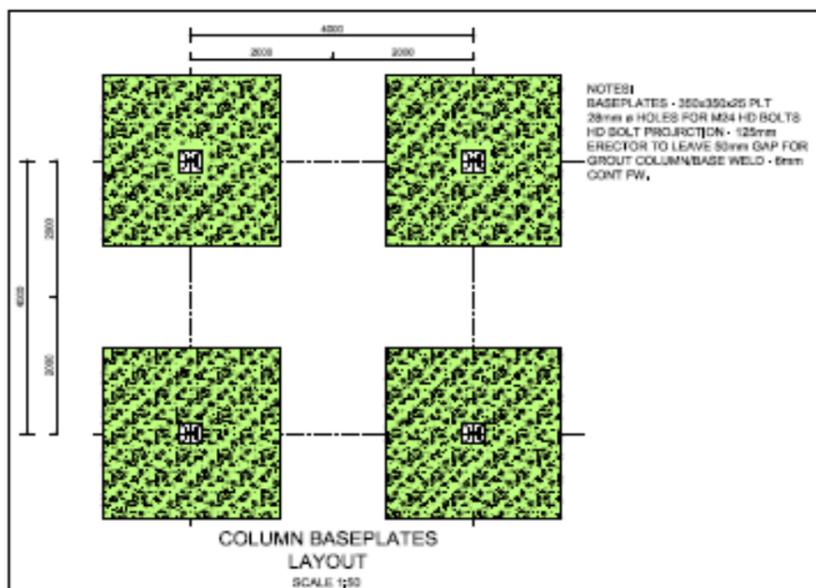


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	DATE	10 Aug 2022											
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<p>Logos: Ubuntu Municipality, etc.</p>													
<p>Logos: etc.</p>													



PIPE SCHEDULE

- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 100mm ø X 1500mm LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 100mm ø INLET PIECE
- 100mm ø OUTLET PIECE
- 100mm ø X 90° GALVANISED STEEL SECTION FLANGED
- 100mm ø X 4800mm LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø GALVANISED STEEL SWEEP-IT FLANGED
- 100mm ø OUTLET PIECE
- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 100mm ø X 1400mm LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø GATE VALVE
- 100mm ø X 8900mm ø LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 100mm ø X 250mm LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø OUTLET PIECE
- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 100mm ø X 1100mm LONG GALVANISED STEEL SECTION FLANGED
- 100mm ø X 90° GALVANISED STEEL BEND FLANGED
- 300mm ø X 375mm LONG GALVANISED STEEL BEND FLANGED
- 300mm ø GATE VALVE
- 300mm ø FLANGE ADAPTOR



MEMBER	No	RANGE	PER	DIA	LENGTH	TOTAL	MARK	S C	BENDING					
									A	B	C	D	EY	
Footing Tower	4	22	Y20	3850	98 a	38	800	2350	(850)					
		22	Y20	3850	98 b	38	850	2350	(850)					
		10	12	16	20	25	32	40	TOT					
R									1714					
Y									1714					
TOT									1714					

CLIENT PLAN NUMBER	APPROVED BY COUNCIL / CLIENT	DATE	REV	NO	REVISION	CLIENT	PROJECT	APPROVED BY C.E.
REFERENCE DRAWINGS	CITY ENGINEER / CLIENT	REG. NO.				<p>HANTAM MUNICIPALITY</p>	<p>bvi ENVIRONMENTAL PLANNING MANAGEMENT</p>	<p>CESA CONSULTANTS</p>
NAME	DATE				<p>MERRIMAN BULK WATER UPGRADE</p> <p>MERRIMAN WTP; ELEVATED RESERVOIR; LAYOUT, DETAILS & COLUMN FOOTING FOR TANK</p>			
DATE	DATE							<p>34535.00-210-01</p> <p>A</p> <p>10 Aug 2022</p>