



**Development in Mount Fletcher Villages:
Farview Spring Protection and Water Harvesting
Bid No.3306/28/06/2019**

TENDERER: _____

CLOSING DATE: _____

CLOSING TIME: _____

BID PRICE (VAT INCL): _____

CLIENT

Council for Scientific and Industrial Research
CSIR Pretoria – Building 10
Meiring Naude Road, Brummeria
Pretoria
0001
Tel: +27 (0)12 841 2400

PREPARED BY:

Sikunye Consulting
93 Western Avenue,
Vincent
East London
5217
Tel: +27 (0)43 726 4389

CONTENTS

THE TENDER	5
PART T1 – TENDERING PROCEDURES	6
T1.1 BID NOTICE.....	7
T1.2 TENDER DATA.....	15
PART T2 – RETURNABLE DOCUMENTS	46
T2.1 LIST OF RETURNABLE DOCUMENTS.....	47
T2.2 RETURNABLE SCHEDULES	50
T2.3 OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES.....	73
T2.4 LIST OF RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT ...	96
THE CONTRACT	109
PART C1 – AGREEMENT AND CONTRACT DATA.....	110
C1.1 FORM OF OFFER AND ACCEPTANCE	111
C1.2 CONTRACT DATA.....	118
C1.3 PERFORMANCE GUARANTEE	127
C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993.....	134
PART C2 – PRICING DATA.....	139
C2.1 PRICING INSTRUCTIONS.....	140
C2.2 BILLS OF QUANTITIES	145
PART C3 – SCOPE OF WORK.....	169
C3.1 DESCRIPTION OF THE WORKS.....	170
C3.2 DRAWINGS	172
C3.3 PROCUREMENT	174
C3.4 MANAGEMENT.....	182
C3.5 CONSTRUCTION	185
PART C4 – SITE INFORMATION	219
ANNEXURES	221
ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993	222
ANNEXURE B: ENVIRONMENTAL MANAGEMENT PLAN	223

TENDER DOCUMENT CHECKLIST

Tenderer's must ensure that they have furnished all documentation as requested in the Tender Document. The checklist below will be used as a basis for the tender evaluation.

Documentation required to assess compliance:

Page	Ref	Description	Included (Yes/No)
11-14	CSIR 1	Invitation to Bid (Parts A & B)	
50-60	2.2A	Council of Scientific and Industrial Research Joint venture disclosure Form	
61-64	2.2B	Compulsory enterprise questionnaire	
65	2.2C	Record of addenda to tender documents	
66	2.2D	Proposed amendments and qualifications (where applicable)	
67	2.2E	Schedule of plant and equipment	
68	2.2F	Schedule of tenderers experience (work undertaken from other institutions)	
69	2.2G	Certificate of tenderer's visit to the site	
70	2.2H	Alterations by tenderer	
72	2.3A	Certificate of contractor registration issued by the CIDB	
73	2.3B	Certificate of contractor registration with the Central Suppliers Database (CSD)	
74	2.3C	Tax clearance certificate (CSIR 2) and Tax TCS pin number submitted	
75	2.3D	Certified copies of ID documents / ID cards of the company owners or directors	
76	2.3E	Certificate of authority for signatory	
77	2.3F	Surety – An approved formal performance guarantee (Letter of intent)	
78	2.3G	Bank Details (Original letter from the Bank stamped and Indicating bank Rating Code)	
79	2.3H	Company Composition	
80	2.3I	Letter of good standing from the Department of Labour for workmen's compensation	

Farview – Spring Protection Water Harvesting

81	2.4J	Declaration of interests (kinship, relationship with persons employed by council for scientific and industry research)	
82	2.5K	Declaration of interest (in the service of the state)	
86	2.6L	Declaration of bidder's past supply chain management practices (CSIR 8)	
87	2.7M	Declaration (validity of information provided)	
90	2.8N	Certification of independent bid determination (CSIR 9)	
93	2.3O	Municipal account or lease agreement	

Documentation required to assess compliance (continued):

Page	Ref	Description	Included (Yes/No)
117-121	C1.1	Form of Offer and Acceptance	
128-129	C1.2	Contract Data Part 2: Data provided by the Contractor	
147-168	C2.2	Bill of Quantities (Summary page signed and dated)	
		Are the Tender Documents filled in in black ink only	
		Is the Tender Document an original	

Other documentation required to assess the functionality of the Tender: 3306/28/06/2019

Page	Ref	Description	Included (Yes/No)
67	2.2D	Proposed amendments and qualifications	
68	2.2E	Schedule of plant and equipment	
69	2.2F	Schedule of tenderers experience (Work undertaken for other institutions)	
70	2.2H	Alterations by tenderer	
100-109	2.4A	Adjudication of tenders on points basis	
110-113	2.4B	Points claimed for functionality	

THE TENDER

PART T1 – TENDERING PROCEDURES

T1.1 BID NOTICE



BID NOTICE

PROJECT NAME: DEVELOPMENT IN MOUNT FLETCHER VILLAGES: FARVIEW SPRING PROTECTION AND WATER HARVESTING

BID NO.: 3306/28/06/2019

Tenders are hereby invited for the construction of the Farview Spring Protection and Water Harvesting in Mt Fletcher of the Elundini Local Municipality.

The scope of works includes the following:

- Construction of six brick spring protection chambers.
- Construction of approximately 360m of stock fencing around the spring chambers, including pedestrian gates.
- Construction of approximately 1000m of 50mm diameter HDPE pipeline with associated fittings.
- Construction of stand taps, valve chambers, and all associated pipe fittings.
- Construction of gabions.
- Construction of eight portable water storage reservoirs (i.e. Jojo vertical tank) and concrete foundation stands.

The minimum specifications are detailed in the Tender document.

Tenderers should have a CIDB contractor grading designation of **3CE or higher**.

Tenderers must be registered with the CIDB in a class CE of construction works.

Copies of the tender document and drawings may be obtained from <https://www.csir.co.za/tenders> and <http://www.etenders.gov.za/content/advertised-tenders>

A compulsory site inspection will be held on 19 June 2019 at 11:00 – 12:00 at the following address;

Elundini Local Municipality
No.1 Seller Street, Maclear, 5480
Venue: Maclear Town Hall

Completed tender documents are to be placed in a sealed envelope endorsed "**BID NO: 3306/28/06/2019 FARVIEW – SPRING PROTECTION WATER HARVESTING**" and must be deposited in

the Tender Box, between 8:00am and 16:30pm Monday to Friday excluding public holidays, at the CSIR offices in Pretoria

CSIR GATE 03 - Main Reception Area (in the Tender box) at the following address
Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road
Brummeria
Pretoria

no later than 16:30 on Friday, **28 June 2019**.

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Tenderers will have to score a minimum of 14 out of 20 points for functionality; in order to qualify to be assessed for price and preference.
- Fifteen percent (15%) of the total work value shall be spent on targeted local procurement comprising of civil or building contractor, labour, materials, fuel and plant (where approved). Refer to paragraph 4 of PPPFA Regulation 2017
- A certified copy of the BBBEE certificate/ Sworn Affidavit must be attached to the tender for BBBEE points to be allocated. In the case of a Joint Venture, or Consortium, a consolidated BBBEE certificate for the parties involved should be attached in order for points to be allocated.
- An approved formal performance guarantee will be required from the awarded tenderer. A letter of intent to provide this guarantee, from an approved company/state entity has to be submitted with the bid for it to be responsive.
- Tenderer must provide SARS Tax Compliance Status (TCS) pin for verification purpose.
- Municipal account statement must be submitted with the tender and lease agreement if the property is rented.
- Proof of good standing with the workmen's compensation must be submitted with the tender for it to be responsive.
- An original bank stamped Financial Bank Rating Code, not older than two months.(A minimum rating of C is required for the bid to be responsive)
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive/non-compliant.
- All tenders are valid for 90 days after the tender closing date and the Employer is bound to furnish any reasons for the acceptance or rejection of a tender.
- Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.

- All bidders must be registered with CIDB with a minimum grade of the sum tendered for a 3CE or higher class of construction work, and the CRS number must be submitted with the tender.
- All bidders who are registered on the National Treasury Central Supplier Database (CSD), will be considered. Tenderers are to submit their CSD registration number along with the tender.
- Council for Scientific and Research Industry does not bind itself to accept the lowest tender or any tender and reserves the right to accept the whole or part of the tender.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

The **80/20** preferential points system will be applicable to this project where **20** points is based on the B-BBEE Status Level of the Contractor. Award for tender will be based on the following:

Price	-	80 points
B-BBEE Status Level of Contribution	-	20 points
Total	-	100 points

Technical enquiries should be directed by email to tender@csir.co.za

Other enquiries relating to Supply Chain Management should be directed to Council of Scientific and Industrial Research also by email to tender@csir.co.za

Issued by:

CSIR Supply Chain Management

CSIR1 PART A – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CSIR)					
BID NUMBER:	3306/28/06/2019	CLOSING DATE:	28/06/2019	CLOSING TIME:	16: 30pm
DESCRIPTION	FARVIEW SPRING PROTECTION AND WATER HARVESTING				
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 CSIR PRETORIA, MEIRING NAUDÉ ROAD BRUMMERIA PRETORIA (MONDAYS TO FRIDAYS BETWEEN 8:00AM AND 16:30PM)

The scope of works includes the following:

- Construction of six brick spring protection chambers.
- Construction of approximately 360m of stock fencing around the spring chambers, including pedestrian gates.
- Construction of approximately 1000m of 50mm diameter HDPE pipeline with associated fittings.
- Construction of stand taps, valve chambers, and all associated pipe fittings.
- Construction of gabions.
- Construction of eight portable water storage reservoirs (i.e. Jojo vertical tank) and concrete foundation stands.

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:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

	<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]

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]	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]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Council of Scientific and Industrial Research	DEPARTMENT	Sikunye Consulting Engineers
CONTACT PERSON	Mr. B. Masela	CONTACT PERSON	Mr. Lungelo Ketye
E-MAIL ADDRESS	tender@csir.co.za	E-MAIL ADDRESS	tender@csir.co.za

CSIR1 PART B – TERMS AND CONDITIONS FOR BIDDING

a) BID SUBMISSION:	
a.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
b.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
c.	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.
b) TAX COMPLIANCE REQUIREMENTS	
a)	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
b)	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.
c)	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.
d)	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
e)	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
f)	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
g)	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
c) QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
a.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/>
	YES <input type="checkbox"/> NO
b.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/>
	YES <input type="checkbox"/> NO
c.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/>
	YES <input type="checkbox"/> NO
d.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/>
	YES <input type="checkbox"/> NO
e.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/>
	YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za).

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 additional conditions of tender are:

Clause number	Tender Data
F.1.1	The Council of Scientific and Industrial Research
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>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: +27 (0)11 805 5947, Fax: +27 (0)11 805 5971, e-mail: civilinfo@saice.org.za</p> <p>VOLUME 2: The “STANDARDIZED SPECIFICATION FOR CIVIL ENGINEERING CONSTRUCTION (SANS 1200)”. This document is available, and tenders shall obtain their copies at their own cost from the SABS offices, Private Bag X 191, Pretoria, 0001. Tel no. +27 (0)12 428 7911, email: info@sabs.co.za</p> <p>VOLUME 3: The Tender Document (this document), in which is bound:</p> <p style="text-align: center;">THE TENDER</p> <p style="text-align: center;">PART T1 - TENDERING PROCEDURES</p> <p>T1.1 Bid notice</p> <p>T1.2 Tender data</p> <p style="text-align: center;">PART T2 - RETURNABLE DOCUMENTS</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>T2.3 Other documents required only for tender evaluation purposes</p>

	<p>T2.4 List of returnable schedules that will be incorporated into the contract</p> <p>THE CONTRACT</p> <p>PART C1 - AGREEMENTS AND CONTRACT DATA</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 Agreement in terms of section 37(2) of the occupational health and safety act no. 85 of 1993</p> <p>PART C2 - PRICING DATA</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>PART C3 - SCOPE OF WORK</p> <p>C3.1 Description of the works</p> <p>C3.2 Drawings</p> <p>C3.3 Procurement</p> <p>C3.4 Management</p> <p>C3.5 Construction</p> <p>PART C4 - SITE INFORMATION</p> <p>C4.1 Site information</p> <p>ANNEXURES:</p> <p>A Occupational health and safety act no. 85 of 1993</p> <p>B Environmental management plan</p> <p>C Drawings</p> <p>Volumes 1 and 2 may be inspected, by appointment, at the offices of the Employer’s Agent during normal office hours.</p> <p>Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting the tender offer.</p>
<p>F1.3.2</p>	<p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form</p>

	part of the Contract arising from the invitation to tender.
F.1.4	<p>The employer’s agent is:</p> <p>Name: Sikunye Consulting</p> <p>Address: 93 Western Avenue, East London, 5217</p> <p>Tel: +27 (0)43 726 4389</p> <p>Fax: +27 (0)43 726 4391</p> <p>E-mail: info.qtn@sikunyeconsulting.co.za</p>
F1.5.3	<p>Add the following new sub-clause:</p> <p>The Employer may reject a tender, if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goals tendered in the performance of the contract.</p>
F1.6.2	A competitive negotiation procedure will not be followed.
F1.6.3	A two-stage procurement system will not be followed.
F.2.1.1	<p>Add the following to the sub-clause:</p> <p>Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE, or higher class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation determined in accordance with the sum tendered for a 3CE, or higher class of construction work in accordance with the sum tendered; iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the sum tendered for a 3CE, or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. <p>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.</p>

	The Tenderers shall satisfy the criteria as set out in F3.11.9.
F2.2	<p>Add the following to the clause:</p> <p>Accept that once a Tender Document is drawn the deposit paid for the said Tender Document will not be refunded under any circumstance.</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer’s agent (if required).</p>
F.2.7	A compulsory clarification meeting will be held, and details of the venue are as stated in section T1.1 Bid Notice and Invitation to Tender.
F2.9	The employer does not provide insurance. The contractor is responsible for providing full insurance cover for the contract.
F2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the initial of the authorised signatories next to the correct entry.</p>
F.2.12.1	<p>Add the following to the clause:</p> <p>Alternative designs of process layouts, routes, size structures and materials will not be accepted.</p> <p>Alternative brand names to those approved, may be offered, but the manufacturers would be required to have their Quality Assurance Process approved by the Employer’s Agent.</p> <p>The bill must be priced as detailed. All technical data sheets are to be submitted with the tender.</p>
F2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in BLACK INK.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original,

	plus nil copies.
F2.13.4	<p>Add the following to the sub-clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F2.13.3.</p>
F.2.13.5	The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package is as stated in section T1.1 Bid Notice and Invitation to Tender.
F2.13.6	The two-envelope procedure will not be followed.
F2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15.1	The closing time for submission of tender offers is as stated in section T1.1 Tender Notice and Invitation to Tender.
F.2.16.1	<p>The tender offer validity period is ninety (90) days.</p> <p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
F2.17	<p>Add the following to the clause:</p> <p>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.4.5.</p>
F.2.18.1	Add the following to the clause:

	<p>The Tenderer shall, when requested by the Employer or Employers Agent to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F2.22	<p>The Tenderer is required to return all tender documents with the Tender Offer, prior to the closing time for the submission of Tender Offers.</p>
F.2.23	<p>All certificates and information, as per T2.2 of the tender document are to be provided with the tender offer as well as:</p> <ul style="list-style-type: none"> a) Tenderer’s Central Supplier Database (CSD) number; b) Tenderer’s SARS (TCS) pin number; c) Where the Tendered amount inclusive of VAT exceeds R 10 million: <ul style="list-style-type: none"> 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 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; d) 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.
F3.2	<p>Add the following to the clause:</p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F.3.4	<p>The time and location for opening of the tender offers is as stated in section T1.1 Bid Notice and Invitation to Tender.</p>

F.3.5	A two-envelope procedure will not be followed.
F.3.8	<p>Add the following to the clause:</p> <p>Tenders will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> • The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employers written request. • The Tenderer fails to achieve a minimum of 35 points out of the 50 points for functionality as stated in section T1.1 Bid Notice and Invitation to Tender.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2, the 80/20 point system will be applicable to the evaluation of each tender.
F3.11.7	<p>The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is:</p> <p>1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value not greater than R50 000 000.00</p>
F3.11.8	<p>The Preferential Procurement Regulations, 2011 pertaining to the Preferential Policy Framework Act, Act No 5 of 2000, the act including all related circulars and amendments at date of tender will apply to the evaluation of this tender.</p> <p>Preference Points will be awarded to a tenderer for attaining a B-BBEE Status Level of contributor in accordance with the act and as stated in Section T2.2 for the 80/20 preference points system. The following preferential points will be allocated:</p>

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

A maximum of 50 points will be allocated for preference.

Tenderers are required to submit original and valid B-BBEE Status Level Verification Certificates or Certified Copies thereof with their tenders to substantiate their B-BBEE rating claim and score points for Preference.

The Certificate must be issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). For Exempted Micro Enterprises (EME’s) a certificate issued by an Accounting Officer as contemplated in the Closed Corporations Act (CCA) will be accepted.

Tenderers who do not submit valid B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. Such tenderers will be scored on price only and will score zero (0) points for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate together with their tender.

Verification of Validity of B-BBEE Level Verification Certificates will be in accordance

	<p>with the latest Implementation Guide for the Preferential Procurement Regulations, 2011 as published by the Department of National Treasury. Certificates must conform to the minimum requirements to be considered valid.</p>
<p>F.3.11.10</p>	<p>Risk Analysis</p> <p>Add the following new sub-clause</p> <p>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:</p> <ul style="list-style-type: none"> a) reasonableness of the financial offer; b) reasonableness of unit rates and prices; c) reasonableness of the Contract Participation Goals tendered; d) 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 etc. to perform the contract. <p>No tenderer will be recommended for award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.</p>
<p>F3.12</p>	<p>Replace the contents of the clause with the following:</p> <p>Full insurances to be provided by the Contractor. The contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.</p>
<p>F.3.13</p>	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> g) is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS and Tax Compliance Status (TCS) pin number. h) or any of its directors are 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; i) has not: <ul style="list-style-type: none"> 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;

	<p>j) 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.</p> <p>k) is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation as stated in section T1.1 Bid Notice and Invitation to Tender.</p>
<p>F.3.17</p>	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>
<p>F3.20</p>	<p>Add the following new clause:</p> <p>Disclosure of Project Estimates</p> <p>The Employer retains the right not to disclose the estimates for the project at any stage during or after the Tender period, and further retains the right to use this estimate during Tender Adjudication stage as a measure of responsiveness to tender.</p>
<p>F.4.1</p>	<p>Add the following new clause:</p> <p>Compliance with Occupational Health and Safety Act No 85 of 1993.</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 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.</p> <p>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.</p> <p>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.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (Refer to Part 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.</p>

<p>F.4.2</p>	<p>Add the following new clause:</p> <p>Eligibility with respect to Expanded Public Works Programme (EPWP)</p> <p>This Contract does qualify for consideration as an Expanded Public Works Programme project.</p>
<p>F4.3</p>	<p>Add the following new clause:</p> <p>Labour intensive construction (use of local labour)</p> <p>It is a requirement of this contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities.</p>
<p>F.4.4</p>	<p>Add the following new clause:</p> <p>Claims arising after submission of tender</p> <p>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/Employer’s Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> 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. 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/Employer’s Agent at once to have the same rectified, as no liability

	<p>will be admitted by the Employer/Employer’s Agent in respect of errors in any tender due to the foregoing.</p> <p>5) received any Addenda to the tender documents which have been issued in accordance with the Employer’s Supply Chain Management Policy.</p>
<p>F.4.5</p>	<p>Add the following new clause:</p> <p>Imbalance in tendered rates</p> <p>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.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.2.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
<p>F4.6</p>	<p>Add the following new clause:</p> <p>Invalid tenders</p> <p>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:</p> <ul style="list-style-type: none"> a) if the tender offer (the tender price/amount) is not submitted on the Offer section of the Form of Offer and Acceptance, Section C1.1 or is indecipherable; b) if the tender is not completed in non-erasable ink; c) if the Offer section of the Form of Offer and Acceptance, Section C1.1 has not been signed in full; d) if the Offer section of the Form of Offer and Acceptance, Section C1.1 is signed in full, but the name and address of the tenderer is not stated or is indecipherable.

F4.7	<p>Add the following new clause:</p> <p>Requests for contract documents, or parts thereof, in electronic format</p> <p>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:</p> <ul style="list-style-type: none">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.

Standard Conditions of Tender

(As contained in Annexure F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer’s obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also

submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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;

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration

P_{min} = Comparative price of lowest acceptable tender or offer

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status level of contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of **20** points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million (Not applicable in this CSIR RFP)

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

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration

P_{min} = Comparative price of lowest acceptable tender or offer

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

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

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

- W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data
- A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_0/M_S$$

Where:

- S_0 = the score for quality allocated to the submission under consideration

M_5 = the maximum possible score for quality in respect of a submission

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB tender system.

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

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

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

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

- Contract evaluation reports

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

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

PART T2 – RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents, failure to submit these correctly, completed and signed documents may result in the Tender being non-responsive / non-compliant.

- **The Tender Part T2.2 – Returnable schedules:**

- 2.2A CSIR Joint venture disclosure Form
- 2.2B Compulsory enterprise questionnaire
- 2.2C Record of addenda to tender documents
- 2.2D Proposed amendments and qualifications (Where applicable)
- 2.2E Schedule of plant and equipment
- 2.2F Schedule of tenderers experience (Work undertaken for other institutions)
- 2.2G Schedule of work undertaken for CSIR
- 2.2H Certificate of tenderer's visit to the site
- 2.2I Alterations by tenderer

- **The Tender Part T2.3 – Other documents required only for the tender evaluation purposes:**

- 2.3A Certificate of contractor registration issued by the construction industry board (CIDB)
- 2.3B Certificate of contractor registration with the National Treasury Central Suppliers Database (CSD) or CSD registration number for verification purposes
- 2.3C SARS Tax Compliance Status (TCS Pin)
- 2.3E Certified copies of ID documents of the company owners or directors
- 2.3F Certificate of authority for signatory
- 2.3G Surety – An approved formal performance guarantee (Letter of intent)
- 2.3H Bank details (Original letter from the bank stamped and indicating bank rating code)
- 2.3I Company composition
- 2.3J Letter of good standing from the Department of Labour for workmen's compensation
- 2.3K Declaration of interests (Kinship, relationship with persons employed by the State)
- 2.3L Declaration of interest (In the service of the state)
- 2.3M Declaration (Validation of information provided)
- 2.3N Certificate of independent bid determination (CSIR 9)

2.3O Municipal Account or Lease Agreement

- **The Tender Part T2.4 – List of returnable schedules that will be incorporated into the contract:**
 - 2.4A Adjudication of tenders on points basis
 - 2.4B Points claimed for functionality

- **The Contract Part C1 and C2 – Returnable contract data that will be incorporated into the contract:**
 - C1.1 Form of offer and acceptance
 - C1.2 Contract data (Part 2)
 - C1.4 Agreement in terms of section 37(2) of the occupational health and safety act no. 85 of 1993
 - C2.2 Bills of quantities

T2.2 RETURNABLE SCHEDULES

2.2A COUNCIL OF SCIENTIFIC INDUSTRIAL RESEARCH JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
.....

- b) Postal address
.....
.....

- c) Physical address
.....
.....

- d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1 Name of Firm

Postal Address

Physical Address
.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2 Name of Firm

Postal Address

Physical Address
.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1 Name of Firm

Postal Address

Physical Address
.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2 Name of Firm

Postal Address

Physical Address
.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3 Name of Firm

Postal Address

Physical Address
.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)

b) Non-Affirmable Joint Venture Partner ownership percentage(s)

c) Affirmable Joint Venture Partner percentages in respect of: *

i) Profit and loss sharing

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contribution in Rands

.....
.....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

.....

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....
d) Technical management
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “Managing Partner”, if any

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

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE / FUNCTION / DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

i) Number currently employed by Affirmable Joint Venture Partners

.....

ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture.

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

- a) Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

.....

Name

Address

Telephone

Date

.....

Signature

Duly authorised to sign on behalf of

.....

Name

Address

Telephone

Date

.....

Signature

Duly authorised to sign on behalf of

.....

Name

Address

Telephone

Date

.....

Signature

Duly authorised to sign on behalf of
.....

Name

Address

Telephone

Date
.....

2.2B 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:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any 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 in the service of any of the following:

<input type="checkbox"/> A member of any municipal council <input type="checkbox"/> A member of any provincial legislature <input type="checkbox"/> A member of the National Assembly or the National Council of Province <input type="checkbox"/> A member of the board of directors of any Municipal entity <input type="checkbox"/> An official of any municipality or municipal entity	<input type="checkbox"/> 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) <input type="checkbox"/> A member of an accounting authority of any national or provincial public entity <input type="checkbox"/> 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:

<input type="checkbox"/> A member of any municipal council <input type="checkbox"/> A member of any provincial legislature <input type="checkbox"/> A member of the National Assembly or the National Council of Province <input type="checkbox"/> A member of the board of directors of any Municipal entity <input type="checkbox"/> An official of any municipality or municipal entity	<input type="checkbox"/> 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) <input type="checkbox"/> A member of an accounting authority of any national or provincial public entity <input type="checkbox"/> An employee of Parliament or a provincial legislature
--	---

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

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 the 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; and
- 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.

.....

Signature

.....

Date

.....

Name of Tenderer

.....

Position

2.2C RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

.....

Signature

.....

Date

.....

Name of Tenderer

.....

Position

2.2D PROPOSED AMENDMENTS AND QUALIFICATIONS (WHERE APPLICABLE)

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

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

Page	Clause or item	Proposal

.....
Signature

.....
Date

.....
Name of Tenderer

.....
Position

2.2G CERTIFICATE OF TENDERER’S VISIT TO THE SITE

This is to certify that, I

.....

representative of (Tenderer)

.....

.....

of (address)

.....

Telephone number Fax number

.....

in the company of (Engineer's representative)

.....

visited and examined the site on (date)

.....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Employer’s Agent and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE:

Name:

Signature:

.....

Signature

Date

.....

Name of Tenderer

.....

Position

T2.3 OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES

**2.3A CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE
CONSTRUCTION INDUSTRY BOARD (CIDB)**

(Tenderer's to attach a copy of their CIDB Certificate to this page indicating their registration with the CIDB and their CIDB grading number in the name of the Tenderer's organization)

2.3B CERTIFICATE OF CONTRACTOR REGISTRATION WITH THE NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE (CSD) OR CSD REGISTRATION NUMBER FOR VERIFICATION PURPOSES

(Tenderer's to attach a copy of their National Treasury Central Suppliers Database Certificate to this page indicating their registration with the Central Supplier Database and their CSD number in the name of the Tenderer's organization)

2.3C SARS TAX COMPLIANCE STATUS (TCS PIN)

(Tenderer's to confirm their TCS pin number below and ensure it is also filled in on the MBD 1 form)

Tenderers SARS TCS pin number:

.....

Signature

.....

Date

.....

Name of Tenderer

.....

Position

2.3D CERTIFIED COPIES OF ID DOCUMENTS OF THE COMPANY OWNERS OR DIRECTORS

(Tenderer's to attach certified copies of the ID documents / ID cards of the company owners or directors of the Tenderer's organization)

2.3E CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Mrs, whose signature appears below, has been duly authorised to sign all documents in connection with the Bid for Contract No.

.....

and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

.....

Signed on behalf of the Company:

IN HIS/HER CAPACITY AS:
.....

DATE:

SIGNATURE OF SIGNATORY:
.....

WITNESSES: 1.
2.

2.3F SURETY AN APPROVED FORMAL PERFORMANCE GUARANTEE (LETTER OF INTENT)

Surety Details:

The Surety we intend providing is from

.....

Contact Person

Contact Telephone numbers

Type of Surety

.....

(Tenderer's to attach the original letter of intent from an accredited financial institution / bank indicating they will provide the required surety should the Tenderer be successful in the name of the Tenderer's organization. Failure to attach the letter of Intent may result in the tenderer being disqualified.)

.....

Signature

.....

Date

.....

Name of Tenderer

.....

Position

2.3G BANK DETAILS (ORIGINAL LETTER FROM THE BANK STAMPED AND INDICATING BANK RATING CODE)

Bank Details:

Bank Name

Account Number

Account Type

Branch

Bank Code Rating

Contact Person

Tel No.

Fax No.

Address

(Tenderer's to attach the original letter from the bank giving the Tenderer's bank rating code for the Tenderer's organization. Note that a minimum bank rating of C is required to be considered adequate for the funding requirement of the project)

.....
Signature Date

.....
Name of Tenderer Position

**2.3I LETTER OF GOOD STANDING FROM THE DEPARTMENT OF LABOUR FOR
WORKMEN'S COMPENSATION**

(Tenderer's to attach an original letter of good standing from the Department of Labour for the workmen's compensation in the name of the Tenderer's organization)

2.3J DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY COUNCIL FOR SCIENTIFIC AND INDUSTRY RESEARCH)

In terms of the Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any State owned Entity.

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

- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarer acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the Tender.

Do you, or any person have any relationship (family, friend, other) with a person employed with the CSIR or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this tender?

Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

.....
Signature

.....
Date

.....
Name of Tenderer

.....
Position

2.3K DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE)

1 In terms of the Supply Chain Management Regulations 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.

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

2.1 Full Name:

2.2 Identity Number:

2.3 Company Registration Number:

2.4 Tax Reference Number:

2.5 VAT Registration Number:

3.1 Are you or any person connected with the Tenderer, employed by the state? **YES / NO****

If Yes, furnish particulars:

.....

.....

.....

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

If Yes, furnish particulars:

.....

.....

.....

3.3 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****

If Yes, furnish particulars:

.....

.....

.....

3.4 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****

If Yes, furnish particulars:

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

3.5 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO****

If Yes, furnish particulars:

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

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

If Yes, furnish particulars:

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

* MSCM Regulations: “in the service of the state” means to be:

- a) A member of:
 - i) any municipal council;

- ii) any provincial legislature; or
- iii) the national Assembly or the national Council of provinces;

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

**** Delete which is not applicable**

Certification

I, _____ the _____ undersigned _____ (Name)
.....

Certify that the information furnished on this declaration form is correct. I accept that the State may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Name of Tenderer

.....
Position

2.3L DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (CSIR 8)

- 1) This CSIR Bidding Document must form part of all bids invited.

- 2) It serves as a declaration to be used by CSIR 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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"/>

Item	Question	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

Certification

I, _____ the _____ undersigned _____ (Name)

Certify that the information furnished on this declaration form is true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Name of Tenderer

.....
Position

2.3M DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I..... declare that the information provided is true and correct, the signature to the Tender Document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Chris Hani District Municipality.

.....

Signature

.....

Date

.....

Name of Tenderer

.....

Position

Should the Tenderer have, in the opinion of CSIR, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the Tender, then the CSIR may, in its sole discretion:

- Ignore any Tenders without advising the Tenderer thereof
- Cancel the Contract without prejudice to any legal rights the Council of Scientific and Industrial Research may have.

Should the Tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the CSIR and such Tenderer.

2.3N CERTIFICATION OF INDEPENDENT BID DETERMINATION (CSIR 9)

- 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 *per se* prohibition meaning that it cannot be justified under any grounds.

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

I, the undersigned, in submitting the accompanying bid:

**Development in Mount Fletcher Villages:
Farview Spring Protection and Water Harvesting**

in response to the invitation for the bid made by:

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

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

I certify, on behalf of:
that:

(Name of Bidder)

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

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

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

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

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

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

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

.....

Signature

.....

Name of Tenderer

.....

Date

.....

Position

2.3P MUNICIPAL ACCOUNT OR LEASE AGREEMENT

(Tenderer's to attach a copy of their municipal account or lease agreement in the name of the Tenderer's organization)

**T2.4 LIST OF RETURNABLE SCHEDULES THAT WILL BE
INCORPORATED INTO THE CONTRACT**

2.4A ADJUDICATION OF TENDERS ON POINTS BASIS

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, 2012.

1) GENERAL CONDITIONS

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

- a) the **80/20** system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). **Not applicable in this CSIR RFP**

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

1.3 Preference points for this bid shall be awarded for:

- a) Price
- b) B-BBEE Status Level of Contribution.

The maximum points for this bid are allocated as follows:

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

1.4 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2) DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

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

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

2.13 “**person**” includes a juristic person;

2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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

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

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

3) ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4) POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if

they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

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

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

6) BID DECLARATION

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

6.2 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

6.3 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.3 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7) SUB-CONTRACTING

Will any portion of the contract be sub-contracted? **YES / NO ***

7.1 If yes, indicate:

7.1.1 What percentage of the contract will be subcontracted?%

7.1.2 The name of the sub-contractor?

- 7.1.3 Whether the sub-contractor is an EME? **YES / NO ***
- 7.1.4 The B-BBEE status level of the sub-contractor?

* **Delete which is not applicable**

8) DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm

8.2 Vat registration number

8.3 Company registration number

8.4 Type of Firm:

- Partnership
- One-person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 Describe principle business activities

.....

.....

8.6 Company classification:

- Manufacturer
- Supplier
- Professional Service Provider

	Contractor
	Other, 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 firm has been in business

9) POINTS AWARDED FOR FUNCTIONALITY (50 POINTS)

A maximum of **20** points will be awarded for the proven extent of the tenderer’s functionality in carrying out works of similar nature. In order for a tenderer to be considered, the tenderer must be able to demonstrate the successful completion similar projects in the past five years.

The points awarded for functionality will not be carried forward to the total points allocated for the adjudication of the tenders. The points allocated would be used to assess the tenderers ability to complete similar projects and only those tenderers that achieve a minimum of **14** points out of the **20** would be considered for adjudication.

The 25 points will be allocated for the successful completion of similar projects as follows:

A. Past Experience (Each certificate to be accompanied with a scope of works and signed by an the authorised person)	Points
Completed 2 water reticulation projects of at least R 200 Thousand, attach Completion Certificate (2 Point will be allocated per completed project)	4
Completed up to 2 water reticulation projects of at least R500 Thousand and attach Completion Certificate (3 Points will be allocated per completed project)	6
Completed up to 1 water reticulation projects including a reservoir concrete stand of at least R1.0 Million and attach Completion Certificate	5
Maximum Points	15

B. Traceable Experience of the proposed team (Traceable references and detailed curriculum vitae must be attached to the document)	Points
Site Agent with 3-5 Years' Experience in similar projects	3
Site agent with 6-10 Years' Experience in similar projects	5
Maximum	5

C. Qualification of Proposed project team	Points
Site Agent with formal qualification (NQF level 6 minimum) in Civil Engineering/ Construction / Project management in civil works environment	5
Maximum	5
TOTAL FOR THE POINTS SCORED	25

The successful completion of a project will be considered as a project delivered to time, within budget and to an acceptable quality.

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

Signature(s) of Tenderer(s)

.....

Date

.....

.....

Address

1. Previous Experience

1.1 Similar water supply projects completed in the past five years:

EMPLOYER & DISTRICT	NATURE OF WORK	VALUE OF WORK	DURATION & COMPLETION DATE	EMPLOYER CONTACT NO.

1.2 Similar Water including reservoirs stands Projects completed in the past five years:

EMPLOYER & DISTRICT	NATURE OF WORK	VALUE OF WORK	DURATION & COMPLETION DATE	EMPLOYER CONTACT NO.

1.3 Site Agent Experience

EMPLOYER & DISTRICT	NATURE OF WORK	VALUE OF WORK	DURATION & COMPLETION DATE	EMPLOYER CONTACT NO.

2. Tender Declaration

Tenderers who wish to claim points in respect of this specific goal must complete the declaration part of this form.

3. Declaration with regard to functionality

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I/we acknowledge that:

- i) The information furnished is true and correct.
- ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have:
 - a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - b) 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;

WITNESSES:

1.

2.

.....
Signature(s) of Tenderer(s)

.....
Date

THE CONTRACT

PART C1 – AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

(Agreement)

Offer

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

TENDER NO.: 3306/28/06/2019 (Development in Mount Fletcher Villages: Farview Spring Protection and Water Harvesting)

The Tenderer, identified in the Offer signature below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender 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 (EXCLUSIVE OF CONTINGENCIES & CONTRACT PRICE ADJUSTMENT:

.....
.....

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.

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of Organization:

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

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 Parts 1 to 4 above.

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

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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data

at or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

Signature:

Name:

Capacity:

Name and address of Organization:

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

Schedule of Deviations

Notes:

- 1) The extent of deviations from the tender documents issued by the Employer prior to the tender closing is limited to those permitted in terms of the Conditions of Tender.

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

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

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

1) Subject:
Details:

2) Subject:
Details:

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

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

For the Tenderer:

For the Employer:

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

Name and address of organization:

Name and address of organization:

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

..... Witness signature

..... Witness name

..... Date

Confirmation of Receipt

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

the (day)
of (month)
of (year)
at (place)

For the Contractor:

Signature:
Name:
Capacity:

Signature and name of witness:

Signature:
Name:

C1.2 CONTRACT DATA

Part 1: Data provided by the Employer

The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

The General Conditions of Contract for Construction Works 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 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.

Contract Specific Data

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

Clause	Data
1.1.1.13	The Defects Liability Period is twelve (12) months.
1.1.1.14	The time for achieving Practical Completion is Four (04) months.
1.1.1.15	The name of the Employer is Council of Scientific and Industrial Research.
1.1.1.16	The name of the Employers Agent is Sikunye Consulting.
1.1.1.26	The Pricing Strategy is Re-measurement Contract.

Farview – Spring Protection Water Harvesting

1.2.1.2	<p>The address of the Employer is:</p> <p>CSIR Pretoria – Building 2</p> <p>Meiring Naude Rd, Brummeria</p> <p>0001</p> <p>Tel: +27 (0)12 841 2259</p> <p>Fax: +27 (0)12 841 4755</p> <p>Email: rshingwenyana@csir.co.za</p>
1.2.1.2	<p>The address of the Employer’s Agent is:</p> <p><u>Head Office:</u></p> <p>93 Western Avenue</p> <p>Vincent</p> <p>East London</p> <p>5217</p> <p>Tel: +27 (0)43 726 4389</p> <p>Fax: +27 (0)43 726 4391</p> <p>Email: info@sikunyeconsulting.co.za</p>
5.1.1	<p>The non-working days are Saturdays and Sundays.</p>
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 14 December 2019 and ending on 7 January 2020.
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Construction work permit – Department of Labour 3. Initial programme (Refer to Clause 5.6) 4. Security (Refer to Clause 6.2) 5. Insurance (Refer to Clause 8.6) 6. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	<p>The time to submit the documentation required before commencement of the Works execution is fourteen (14) days.</p>

Farview – Spring Protection Water Harvesting

<p>5.12.2.2</p>	<p>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. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table data-bbox="443 577 730 1236"> <tr> <td>January</td> <td>2 Day(s)</td> </tr> <tr> <td>February</td> <td>2 Day(s)</td> </tr> <tr> <td>March</td> <td>3 Day(s)</td> </tr> <tr> <td>April</td> <td>2 Day(s)</td> </tr> <tr> <td>May</td> <td>1 Day(s)</td> </tr> <tr> <td>June</td> <td>0 Day(s)</td> </tr> <tr> <td>July</td> <td>0 Day(s)</td> </tr> <tr> <td>August</td> <td>1 Day(s)</td> </tr> <tr> <td>September</td> <td>1 Day(s)</td> </tr> <tr> <td>October</td> <td>1 Day(s)</td> </tr> <tr> <td>November</td> <td>1 Day(s)</td> </tr> <tr> <td>December</td> <td>2 Day(s)</td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>	January	2 Day(s)	February	2 Day(s)	March	3 Day(s)	April	2 Day(s)	May	1 Day(s)	June	0 Day(s)	July	0 Day(s)	August	1 Day(s)	September	1 Day(s)	October	1 Day(s)	November	1 Day(s)	December	2 Day(s)
January	2 Day(s)																								
February	2 Day(s)																								
March	3 Day(s)																								
April	2 Day(s)																								
May	1 Day(s)																								
June	0 Day(s)																								
July	0 Day(s)																								
August	1 Day(s)																								
September	1 Day(s)																								
October	1 Day(s)																								
November	1 Day(s)																								
December	2 Day(s)																								
<p>5.13.1</p>	<p>The penalty for failing to complete the Works is 0.01% of the contract value per day.</p>																								
<p>5.14.1</p>	<p>The requirements for achieving Practical Completion are:</p> <ul style="list-style-type: none"> • Functionally completed works as per the project specifications in Volume 3. • Submission of all test results and Certificates of Compliance. • Submission of all operation and maintenance manuals. • Compliance with all Occupational Health and Safety requirements (Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993). 																								

5.16.3	The latent defects period is ten (10) years.
6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of “x” is 0.1. The portion, expressed as a decimal of unity, not subject to adjustment.</p> <p>The values of the coefficients are:</p> <ul style="list-style-type: none"> a = 0.25 (Labour) b = 0.25 (Contractor’s equipment) c = 0.45 (Material) d = 0.05 (Fuel) <p>The indices for “L”, “P”, “M” and “F” are the following as published by Statistics South Africa:</p> <ol style="list-style-type: none"> 1. “L” is the Labour Index and as published in the Statistics South Africa Consumer Price Index P0141 Table A – Consumer Price Index: Main Indices (Geographical Indices → CPI per province → Eastern Cape). 2. “P” is the Contractor’s Equipment Index and as published in the Statistics South Africa Construction Materials Price Indices P0151.1 Table 4 – Mining and construction plant and equipment price index (Plant and equipment). 3. “M” is the Materials Index and as published in the Statistics South Africa Construction Materials Price Indices P0151.1 Table 6 – Civil Engineering material price indices (Civil engineering material (excluding bitumen)). 4. “F” is the Fuel Index and as published in the Statistics South Africa Producer Price Index P0142.1 Table 1 – PPI for final manufacturing goods (Coke, petroleum, chemical, rubber and plastic products → Coal and petroleum products → Diesel). <p>The base month is ...JULY..2019</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is eighty percent (80%).</p> <p>The percentage advance on Plant not yet supplied to Site is not required.</p>
6.10.3	The limit of retention money is five percent (5%) if a cash deposit or Performance Guarantee of ten percent (10%) is provided in accordance with Clause 6.2.1 otherwise the limit of the retention money is ten percent (10%).
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is not required.

Farview – Spring Protection Water Harvesting

8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is One Hundred Thousand Rand (R 100,000.00).
8.6.1.3	The limit of indemnity for liability insurance is Two Million Rand (R 2,000,000.00) per claim for projects under Five Million Rand (R5,000,000.00) and Five Million Rand (R5,000,000.00) for projects over Five Million Rand (R5,000,000.00).
10.5.3	The number of Adjudication Board Members to be appointed is one (1).

Part 2: Data provided by the Contractor

Clause	Data																
1.1.1.9	The name of the Contractor is																
1.2.1.2	The address of the Contractor is																
6.2.1	<p>The security to be provided for by the Contractor shall be one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Type of security</th> <th style="text-align: center;">Contractors choice (Indicate “Yes” or “No”)</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of the Works.</td> <td></td> </tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td></td> </tr> <tr> <td>Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td></td> </tr> <tr> <td>Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.</td> <td></td> </tr> </tbody> </table>	Type of security	Contractors choice (Indicate “Yes” or “No”)	Cash deposit of 10% of the Contract Sum.		Fixed Performance Guarantee of 10% of the Contract Sum.		Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.		Retention of 10% of the value of the Works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.		Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.		Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.	
Type of security	Contractors choice (Indicate “Yes” or “No”)																
Cash deposit of 10% of the Contract Sum.																	
Fixed Performance Guarantee of 10% of the Contract Sum.																	
Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.																	
Retention of 10% of the value of the Works.																	
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.																	
Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.																	
Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.																	

6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is%. The percentage allowance on the gross remuneration of the workmen and foremen actually engaged%.
-----------	--

6.8.3	The variation in cost of special materials is:		
	Type of special material	Unit	Rate or Price

C1.3 PERFORMANCE GUARANTEE

The performance guarantee is to contain the wording of the pro forma document included in the General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

PERFORMANCE GUARANTEE

For use with the General Conditions Of Contract For Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

- “Guarantor” means:
- Physical address:
- “Employer” means:
- “Contractor” means:
- “Guarantor” means:
- “Employers Agent” means:
- “Works” means:
- “Site” means:
- “Contract” means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
- “Contract Sum” means: The accepted amount inclusive of tax of R
- Amount in words:
- “Guaranteed Sum” means: The maximum aggregate amount of R
- Amount in words:
- Type of Performance Guarantee: (Insert Variable or Fixed)
- “Expiry Date” means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor’s liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate, for the first time, no more than 50% of the Contract Sum:

R.....
(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....
(Amount in words)
.....

1.2 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of the issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon the receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first writing 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and

- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and 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 and 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 made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of and district having jurisdiction in

terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at:

Date:

Guarantor’s signatory (1):

Capacity:

Guarantor’s signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

**C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT made between:

(hereinafter referred to as “the Employer”) of the one part, herein represented by:

.....

In his capacity as

AND:

(hereinafter referred to as “the Mandatory”) of the other part, herein represented by:

.....

In his capacity as

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

..... (Title)

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

NOW THEREFORE THIS DOCUMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employers Agent requiring him to commence the execution of the Works, to either:
 - a) The date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions Of Contract For Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC").
 - b) The date of termination of the Contract in terms of Clauses 9.2 or clause 9.3 of the GCC.

3. The Mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- i) Section 8: General duties of employers to their employees;
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
 - iii) Section 37: Acts or omissions by employees or mandatories, and
 - iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 6.3 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors

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

Atfor and behalf of the Employer on
this the day of 20.....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1)

(2)

NAMES: (1)

(2)

At for and behalf of the MANDATORY
on
this the day of 20.....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1)

(2)

NAMES:

(1)

(2)

PART C2 – PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The conditions of contract, the contract data, the standardized specifications, variations to standardized specifications, particular project specifications and the drawings shall be read in conjunction with the bill of quantities.
2. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the standardised specifications (SANS 1200) for Civil Engineering Construction referred to in the scope of work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200 Section A: General.

Descriptions in the bills of quantities are abbreviated and comply generally with those in the SANS 1200 standardised specifications.

3. The bill of quantities comprises items covering the Tenderer's profit and costs of general liabilities and of the construction of temporary and permanent works.

Although the Tenderer is at liberty to insert a rate of his own for each item in the bill of quantities, he should note the fact that the Tenderer is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Tenderer inserted in the bill. All ancillary or associated activities for each rate submitted by the Tenderer are deemed to include all site operations for the execution of the priced item in the bill as in accordance with clause 8 of the standardized specifications, variations to standardized specifications, particular project specifications and the drawings.

4. Descriptions in the bill of quantities are abbreviated and may differ from those in the standardized specifications, variations to standardized specifications and particular project specifications. No consideration will be given to any claim by the Tenderer submitted on such a basis. The bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate standardized specifications, variations to standardized specifications and particular project specifications be contrary to the terms of the bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate standardized specifications, variations to standardized specifications and particular project specifications as the case may be, shall prevail.
5. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
6. The amounts and rates to be inserted in the bill of quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all

the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

8. The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the bill of quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities certified for payment. Ordering of materials is not to be based on the bill of quantities.

9. For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

- a) Unit: The unit of measurement for each item of work as defined in the standardized specifications, variations to standardized specifications, particular project specifications or the drawings.
- b) Quantity: The number of units of work for each item.
- c) Rate: The payment per unit of work at which the Tenderer tenders to do the work.
- d) Amount: The quantity of an item multiplied by the tendered rate of the (same) Item.
- e) Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the standardized specifications, variations to standardized

specifications, particular project specifications or elsewhere, but of which the quantity of work is not measured in units.

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

mm	=	Millimetre
m	=	Metre
km	=	Kilometre
km-pass	=	Kilometre-pass
m ²	=	Square metre
m ² -pass	=	Square metre-pass
ha	=	Hectare
m ³	=	Cubic metre
m ³ .km	=	Cubic metre kilometre
t.km	=	Ton kilometre
l	=	litre
kg	=	Kilogram
t	=	Ton
h	=	Hour
kW	=	Kilowatt
N	=	Newton
kN	=	Kilonewton
kl	=	Kilolitre
kPa	=	Kilopascal
MPa	=	Megapascal
Days	=	Days
W/day	=	Work Day
No.	=	Number
%	=	Percent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

11. The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the bill of quantities. The Contractor shall at their own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
12. Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
13. All materials to be provided by the Contractor will be SABS, SANS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
14. Where a particular make of item is specified, the words “or similar approved” shall mean approval by the Engineer in writing.

C2.2 BILLS OF QUANTITIES

PART C3 – SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

3.1 DESCRIPTION OF THE WORKS

3.1.1 Employer's objectives

The objectives of the Council of Scientific and Industrial Research are to construct village spring protections to the villages of Mt Fletcher in ward 12 of the ELundini Local Municipality located within the Joe Gqabi District Municipality.

3.1.2 Overview of the works

The project would consist of the following:

- Construction of six brick spring protection chambers.
- Construction of approximately 360m of stock fencing around the spring chambers, including pedestrian gates.
- Construction of approximately 1000m of 50mm diameter HDPE pipeline with associated fittings.
- Construction of stand taps, valve chambers, and all associated pipe fittings.
- Construction of gabions.
- Construction of eight portable water storage reservoirs (i.e. Jojo vertical tank) and concrete foundation stands.

3.1.3 Extent of the works

The scope of the works is as per the above.

3.1.4 Location of the works

The location of the works is within the Lokshini Administrative Area, ward 12 of the Elundini Local Municipality and Joe Gqabi District Municipality.

3.1.5 Temporary works

This is not applicable to this contract.

C3.2 DRAWINGS

3.2 DRAWINGS

The following drawings are applicable to the Contract and used for the measurement of quantities and setting up of the bills of quantities:

Efanayo, Lubisini & Mathola Spring Abstraction	S190011-WL-01
Lenge Layout Plan Spring Protection	S190011-GL-01
Sdwadweni & Lenge Spring Abstraction	S190011-WL-02
Typical Stand Tap details	S190011-WD-02
JoJo Tank Stand	S190011-SP-02
Spring Abstraction	S190011-SP-01

C3.3 PROCUREMENT

3.3 PROCUREMENT

3.3.1 Preferential procurement procedures

3.3.1.1 Resources standards

Tenders will be evaluated in terms of the Chris Hani District Municipality's Supply Chain Management Policy. Information of this policy is given under this document. The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.3.2 Subcontracting

3.3.2.1 Scope of mandatory sub-contract work

This is not applicable to this contract.

3.3.2.2 Preferred sub-contractors / suppliers

This is not applicable to this contract.

3.3.2.3 Sub-contracting procedures

This is not applicable to this contract.

3.3.2.4 Attendance on sub-contractors

The contractor is in terms of this contract the main contractor and shall provide management support to the sub-contractor who is employed under this contract. This management support shall include assistance in terms of planning the work execution, programming, assessing material, labour and plant needs and assisting with cost management.

The main contractor shall be responsible for all the duties for which the sub-contractor has been sub-contracted

3.3.2.5 Selection and appointment of nominated sub-contractor:

4 This is not applicable to this contract.

4.1.1 Targeted construction: Participation of targeted labour (SANS 10845-8)

4.1.1.1 Definitions

3.3.3.1.1 Targeted labour

Individuals, employed by the main contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with a recognition by the residents of the target area.

The Project Steering Committee (PSC) will direct where labour is drawn from as a priority prior to drawing labour under their guidance from a wider area. A Community Liaison Officer (CLO) shall be employed by the main contractor to assist the main contractor will community related tasks. A project wage rate is set, and the work shall be labour intensive.

3.3.3.1.2 Target group

For this project the contract does not specify the target group based on gender, age or disability, but a broad representation from each group shall be employed according to the task needs and in consultation with the CLO. However, specifically excluded from the target group is the main contractor's own staff unless such staff are also from the target area.

3.3.3.1.3 Target area

For this project, the target area is defined as the communities directly affected by the project and identified by the PSC.

3.3.3.1.4 Contract participation targets

Contract participation is a process by which the employer implements Government's policies on Black Economic Empowerment and small contractor development. The employer sets targets for construction by specified entities that rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the main contractor's net amount (Excluding VAT, contingency and escalation). The main contractor is obliged to commit to the targets set by the employer. For this contract the targets are as follows:

- (i) Target labour minimum 8% of net amount excluding VAT, provisional sums, contingency and escalation.
- (ii) Targeted labour employed by any Joint Venture Partner or sub-contractor shall rank toward this goal.

3.3.3.1.5 Contract participation goals (CPG's)

The main contractor is obliged to participate in the Employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant

returnable schedules. Bidders who commit to goals less than the targets set will cause their Bids to be declared unresponsive in terms of condition to Bids F.3.8 and F.2.1

4.1.1.2 Conditions associated with achieving goals

The Bidder undertakes to:

- (i) Engage one or more targeted labour in accordance with the provisions of the SANS 10845-8 as varied in section 3 hereunder
- (ii) Accept the sanctions set out in section 4 below should such conditions be breached
- (iii) Complete the bid target declaration form contained in section 5 below
- (iv) Complete the supporting contract participation goal calculation contained in section 6 below.

4.1.1.3 Variation to the targeted construction procurement specification SANS 10845-8

The variations to SANS 10845-8 are set out below. Should any requirements of the variations conflict with requirements of SANS 10845-8, the requirements of the variations shall prevail.

Requirements: Contract Participation Goal (3.1)

It must be clearly understood that the participation goal is a minimum and that the work shall be carried out in accordance with the Expanded Public Works Program principles and Particular Specification (PB) – Labour Intensive Methods, and that the goal may well be exceeded in compliance with this specification.

The main contractor is to report on persons employed in accordance with the prescribed format: (electronic) on a monthly basis with his progress payment.

4.1.1.4 Sanctions

In the event that the Bidder fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reasons beyond the main contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,05 \times (D-Do) \times NA}{100}$$

Where:

D	=	Bided contract participation goal percentage
Do	=	The contract participation goal which the Employer’s representative based on the credit passed, certifies as being achieved upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.
NA	=	Net amount (Actual contract expenditure, excluding VAT)
P	=	Rand value of penalty payable

4.1.1.5 Bid goal in respect of targeted labour

I/We hereby Bid a Contract Participation Goal of% (minimum 8%)

Supporting Targeted Labour (CPG) calculation

YPE OF TARGETED LABOUR	WORKING HOURS	AVERAGE RATE **	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		TOTAL	
		Bid Net Amount (excl VAT, provisional sums, contingency and escalation)	
		% of Bid Sum	

*(from target area)

** The current task rate as determined by the Chris Hani District Municipality for this contract amounts to R235.96. A labour rate increase as per the Basic Conditions of Employment will apply as from September each year thereafter.

SIGNED ON BEHALF OF THE BIDDER:

4.1.2 Targeted construction: Participation of targeted enterprises (SANS 10845-5: 2002)

4.1.2.1 Definitions

4.1.2.1.1 Targeted enterprises and targeted sub-contractors

Targeted enterprises (for material supplies and off-site service providers) are suppliers (as defined) or other service providers (meeting the definition of an enterprise) such as bed and breakfasts, transport companies, material suppliers etc. who have registered trading enterprises locally.

Targeted sub-contractors are suppliers (as defined) who have a valid CIDB grading less than that of the main contract and who have a registered trading enterprise in the Chris Hani District Municipality, and who are registered on the Chris Hani District Municipality data base.

4.1.2.1.2 Target area

For this project, the target area is defined in terms of National Treasury as South Africa for material supplies and off-site service providers and the Chris Hani District Municipal area in respect of construction sub-contractors.

The onus of proof of satisfying this requirement for all targeted partners lies with the main contractor. This onus shall be discharged on the production of official documentation which indicates that each targeted partner has a registered office in the target area as defined.

4.1.2.1.3 Contract participation targets

Contract participation is a process by which the employer implements Government's policies on Black Economic Empowerment and small contractor development. The employer sets targets for construction by specified entities that rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the main contractor's net amount (Excluding VAT, contingency and escalation).

The main contractor is obliged to commit to the targets set by the employer. For this contract the targets are as follows:

- (i) Targeted Enterprises:
 - (a) Minimum 2% of net amount in respect of material supplies & plant (on and off site) service providers
 - (b) Maximum 15% of net amount in respect of contractors

And

Targeted sub-contractors used by any Joint Venture Partner or selected sub-contractor shall rank toward this goal provided they are from the targeted area and registered

4.1.2.1.4 Contract participation goals (CPG's)

The main contractor is obliged to participate in the Employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules. Bidders who commit to goals less than the targets set will cause their Bids to be declared unresponsive in terms of condition to Bids F.3.8 and F.2.1.

4.1.2.1.5 Conditions Associated with Achieving Goals

The Bidder undertakes to:

- 1) Engage one or more targeted enterprises in accordance with the provisions of the SANS 10845-5 as varied in section 3 hereunder
- 2) Accept the sanctions set out in section 3.3.4 below should such conditions be breached
- 3) Complete the bid target declaration form contained in 3.3.3.5.

Accredited Registration

All targeted sub-contractors shall be registered with the CIDB and proof of valid registration, or proof of application to be registered, must be submitted at the time of Bidding and be registered on the Chris Hani District Municipality data base.

4.1.2.2 Variation to the targeted construction procurement specification SANS 10845-5

The variations to SANS 10845-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 10845-5, the requirements of the variations shall prevail.

(i) Verification of Status (3.2.2)

Include the following with Form T2.1.6 for every targeted sub-contractor:

- Affidavit from sub-contractor as per Annex C to Form T2.1.6
- Valid CIDB certificate
- Registration with CHDM
- Proof of being a local CHDM Enterprise (E.g. Recent services account)

(ii) Contract Participation Goal credits (3.3)

- (b) 50% should read 100% for suppliers
- (t) omit

(iii) Records (5.2) (b)

Add a schedule of actual payments made to the targeted sub-contractor including payment amount and date.

4.1.2.3 Sanctions

In the event that the Bidder fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,05 \times (D-Do) \times NA}{100}$$

- Where: D = Bided Contract Participation Goal percentage
- Do = The Contract Participation Goal which the Employer’s representative based on the credit passed, certifies as being achieved upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.
- NA = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable

Sanctions shall apply separately to each of the aspects i) and ii) contracted for in PS3.3.5 below.

4.1.2.4 Bid goal in respect of targeted enterprises

- (i) I/We hereby Bid a Contract Participation Goal of% (minimum 2%) in respect of material suppliers and plant off-site service providers.
- (ii) I/We hereby Bid a Contract Participation Goal of% (maximum 15%) in respect of construction sub contracts in the construction of the Works.

SIGNED ON BEHALF OF THE BIDDER:

C3.4 MANAGEMENT

4.2 MANAGEMENT

4.2.1 Construction programme

The expected duration of the contract is twelve (12) months excluding special non-working days. The Tenderer is to work out their start date and their period required to complete the contract and enter this duration in the Appendix to Tender.

The contractor will be required to liaise with the Local Ward Committee concerning the programming of the works. The water service provider appointed by Chris Hani District Municipality may be able to take over and operate sections of the water supply scheme as the works are completed, in which case the requirements for Practical Completion per section will need to be determined

4.2.2 The Working Day

For this Contract, a working day is defined as being nine (9) hours in length (excluding any breaks for meals or machine servicing) Mondays to Fridays, excluding all gazetted public holidays in accordance with clause 5.1.1 and 5.8.1 of the General Conditions Of Contract For Construction Works, Third Edition (2015).

4.2.3 Management meetings

Management meetings will be held throughout the duration of the Contract every two (2) weeks and will alternate between “Progress Meetings” and “Technical Meetings” and will require the following attendance:

- Progress meetings will deal strictly with site progress, contractual related items, health and safety and environmental issues. Attendance is required from the Employer, Employers Agents, Contractor and all stakeholders.
- Technical meetings will deal strictly with technical related items. Attendance is required from the Employers Agents and Contractor and if available the Employer.

4.2.4 Daily records

The Contractor shall keep daily records of all activities on site. These records are to include daily activities, key milestones achieved, people employed, plant and equipment used on site, removals of materials and equipment from site, weather conditions, all delays and progress of all daily activities. These daily records must be verified and signed off by the Employer’s Agent’s Representative.

4.2.5 Recording of weather

The Contractor shall keep daily records of weather conditions on site. A rain gauge must be placed on site and must be checked and verified together with the Employer’s Agent’s Representative whereby all rainfall records must be documented and will be submitted to the Employers Agent.

These records will for the basis for claims for abnormal inclement weather in accordance with clause 5.12.2.2 of the General Conditions Of Contract For Construction Works, Third Edition (2015).

4.2.6 Payment certificates

Payment certificates shall be in the format required by the Employers Agent. All items and quantities in the Bill of Quantities must be agreed upon with the Employer’s Agent’s Representative on site. Payment certificates must be issued to the Employer’s Agent before the 20th of each month whereby the payment certificate will be processed and submitted to the Employer on the 25th of each month.

C3.5 CONSTRUCTION

4.3 CONSTRUCTION

4.3.1 Plant and materials provided by the Employer

For this Contract, no plant and materials will be provided for by the Employer.

4.3.2 Services and facilities provided by the Employer

For this Contract, no services and facilities will be provided for by the Employer.

4.3.3 Location of the site camp

The Contractor will be permitted to locate his offices, workshops, stores, latrines, etc. in positions approved by the Employer's Agent and Project Steering Committee (PSC). The Contractor will be permitted to locate temporary structures which he may require anywhere on site provided permission is obtained through the PSC and the relevant community.

The Contractor may not cut down or damage any trees nor make any excavations without the written permission of the Employer's Agent and will be required to restore the site to its original condition on completion of the Works.

No personnel may reside on the site, except for night-watchmen and the site camp must be fenced off. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must always be maintained in an orderly condition.

The Contractor shall provide one chemical toilet for every 15 workers on site, which shall be easily accessible to workers at all areas of the site, and shall be effectively screened from public view. The Contractor shall strictly enforce the use of the toilets, and shall ensure that all toilets are serviced/replaced and maintained on an acceptable, regular basis in accordance with the Local Authority and State Health regulations.

The Contractor shall provide a first aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure A to the General Safety Regulations of the Occupational Health and Safety Act, 1993 Act 85 of 1993.

4.3.4 Temporary offices

The contractor will be required to provide a full-time site office for the Employer's Agent's Representative in terms of the requirements of relevant clause(s) of SANS 1200AB. The contractor shall provide the following in addition to the schedule provided in SANS 1200AB:

- Board room to accommodate management meetings including a suitable desk and a minimum of 10 chairs. This facility can be shared but must be available for the fortnightly meetings as arranged by the Employer's Agent.

- 1 x Carport with a minimum size of 6 x 3 metres and a minimum height to the underside of the rafters to be 2.3 metres. The roof covering shall be corrugated galvanised sheeting or similar approved.
- 1 x Laser colour printer.
- 1 x Whiteboard with a minimum size of 1.0 x 1.5 metres and ancillaries.
- 2 x 15A power sockets.
- 1 x 110 litre refrigerator.
- Security gate to be provided on all doors and burglar proofing on all windows.
- Air conditioner.
- 1 x Desk for the Employer's Agent's Representative.
- 1 x Steel Filing Cabinet.

4.3.5 Sanitary facilities

All latrines shall conform to the requirement of the Local Authority. All sanitary fees and charges due under the Local Authority or State Health Regulation bylaws shall be for the account of the Contractor. Throughout the progress of the Contract, all latrines shall be maintained by the Contractor and kept neat, clean and in a sanitary condition to the satisfaction of the Employer's Agent.

The contractor shall be responsible for the disposal of refuse and waste generated by his staff on a daily basis.

4.3.6 Name board

The Contractor will be required to erect a name board as per the specifications and details on the drawing attached to this document. The Contractor will be allowed to remove the name board after a final completion certificate has been submitted by the Employer's Agent. A total of two (2) name boards would be required for this contract and their positions to be approved by the Employer's Agent.

4.3.7 Drawings

Any information in the possession of the Contractor, which is necessary for the Employer's Agent's Representative to complete his "as-built" drawings, must be submitted to the Employer's Agent's Representative before a certificate of completion will be issued.

4.3.8 Site instruction book

The Contractor shall supply and maintain a carbon triplicate book as a site instruction book. This book shall be kept on site at all times and shall be accessible to both the Contractor and the Employer's Agent's at all times. It shall be used by the Contractor for providing the Employer's

Agent's with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and by the Employer's Agent's for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

4.3.9 Survey and setting out of the works

The Contractor is responsible for checking the positions and levels of all setting out pegs and bench marks before commencing any of the Works, and advise the Employer's Agent of any discrepancies if any.

4.3.10 Plant and equipment

Within two weeks of receipt of notification of the acceptance of the tender, the Contractor shall provide the Employers Agent with a list of plant to be used by the Contractor for the duration of the Contract. The list will include the type and number of plant, year of manufacture, power output and plant registration numbers.

The Employers Agent reserves the right to request changes to the programme of work, and to request variations in the plant and equipment complements on site. The Employers Agent further has the prerogative to inspect all plant and equipment that the Tenderer proposes for ratification.

4.3.11 Supervisory staff

Within two weeks of receipt of notification of the acceptance of the tender, the Contractor shall provide the Employers Agent with a list detailing the supervision to be used by the Contractor for the duration of the Contract. The list shall provide the title of the supervisors (e.g. foreman, assistant foreman, etc.) and the number of persons on site.

The Employers Agent reserves the right to request changes to the programme of work, and to request variations in the supervisory staff and labour complements on site.

4.3.12 Protective clothing

The Contractor shall provide and replace all personal protective equipment that may be required by the Employer, Employer's Agent's, Contractor's staff and visitors.

4.3.13 Health and safety

Annexure A, dealing with the Occupational Health and Safety Act should be read in conjunction with this clause. The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special

precautions to prevent public access to any danger areas on the works. The tendered rates will be deemed to cover the costs associated with compliance with this requirement.

The Contractor shall at all times comply with the Occupational Health and Safety Act.

4.3.14 Care of the environment

Annexure B, the Environmental Management Plan should be read in conjunction with this clause. The Contractor shall ensure that all his operations on site are carried out in an environmentally responsible manner. The tendered rates will be deemed to cover the costs associated with compliance with this requirement.

The Contractor shall at all times comply with the Environmental Management Plan.

4.3.15 Employment of local labour

It is a requirement of this Contract that local labour is employed wherever possible, and that the Contractor limits the use of non-local employees to key personnel only. Local labour shall be given “on-the-job” training in the various skills required for this Project.

The minimum Labour Rate for unskilled Labour to be as per the Chris Hani District Municipality rate.

The PSC, or its substructure, the Labour Desk, will co-ordinate all recruitment of labour from the community for the Project.

4.3.16 Liaison with community and property owners

The Contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the community. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the Contractor and the labourers and the PSC and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly Project progress report meetings besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the construction period, plus a period of fourteen (14) days prior to this period. The Contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor.

A CLO who fails in the responsibilities that he/she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

The terms of reference for the CLO shall be provided by the ISD Consultant.

4.3.17 Reimbursement

The Contractor shall reimburse the Project Steering Committee (PSC) at a seating amount of R400-00 per member per meeting.

The Contractor shall reimburse the CLO R 5, 932-96 per month for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

The Contractor shall reimburse the general workers a rate of R 32-01 per hour for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

4.3.18 Care, damage and protection of existing structures

The Contractor shall so carry out all his operations as not to encroach on, interfere with, trespass on, or damage any adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and not to interfere in any way with the smooth and continuous operation of all existing facilities.

4.3.19 Location of services

The Contractor's attention is drawn to the fact that information regarding any existing services given on the plans or in the documents is given in good faith and without guarantee. Provision is made for hand-proving of existing services.

4.3.20 Dealing with water

The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of de-watering unless otherwise itemised in the Bill of Quantities shall be deemed to be included in the tender price.

4.3.21 Blasting

It is not anticipated that any blasting will be necessary in the construction of the Works. In the event that blasting is required, the Contractor shall satisfy the Employers Agent that his proposed blasting methods and controls are such that no damage will be caused to any adjoining structures, pipelines or services.

4.3.22 Length of open trenches

The bulk pipelines all run parallel to existing gravel roads with minor sections whereby they transverse open terrain. The Contractor must ensure that all open excavations are adequately

protected to prevent vehicles, persons and/or animals falling into holes and/or trenches. Special precautions and provisions must be made to maintain accesses to any public meeting place, private residences, schools, churches or market places.

4.3.23 Applicable SANS 1200 standardized specifications for civil engineering construction works

For this Contract, the following standardized specifications for civil engineering construction works shall apply:

SANS 1200: Standardized Specifications for Civil Engineering Construction

- SANS 1200 (Section A): General
- SANS 1200 (Section C): Site Clearance
- SANS 1200 (Section DB): Earthworks (Pipe Trenches)
- SANS 1200 (Section DK): Gabions and Pitching
- SANS 1200 (Section DM): Earthworks (Roads, Subgrade)
- SANS 1200 (Section L): Medium Pressure Pipelines
- SANS 1200 (Section LB): Bedding (Pipes)
- SANS 1200 (Section LE): Stormwater Drainage
- SANS 1200 (Section MM): Ancillary Roadworks

4.3.24 Variations to standardized specifications

Project specific variations to the above standardized specifications for civil engineering construction works are applicable to this Contract.

The prefix “PS” indicates an amendment to SABS 1200. The prefix “PSA” indicates an amendment to SABS 1200 A, “PSDB” to SABS 1200 DB and so on. The letters and numbers following these prefixes respectively indicate the relevant standardized specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

For this Contract, the following variations to the Standardized Specifications for Civil Engineering Construction shall apply:

PSA SANS 1200 (SECTION A): GENERAL

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting out of the works

Replace the first and third paragraphs to the provisions of clause 5.1.1 with the following:

The Contractor shall be responsible for the setting out of the pipeline routes, positions of reservoirs and other structures indicated by the Engineer on the relevant drawings, along the best available alignment and/or at the best position. The Ward Committee shall confirm that the position of any pipeline or structure is acceptable to the residents and advise the contractor accordingly before construction work commences.

The pipeline route shown on the drawings may be altered to avoid immovable obstacles, including buildings, telephone and electricity infrastructure, rock, watercourses, trees, graves and boulder screed with the Engineers Approval.

Major deviations from the route shown on the drawings that will affect the length and class of pipe selected for the route shall be reported to the Engineer. Particular attention must be paid to achieving the specified level when selecting reservoir sites.

Co-ordinates provided for setting-out are for guidance only and must be checked on site and adjusted where deemed necessary. Generally, co-ordinates and levels may be taken off the applicable 1:10 000 orthophotos for setting out and reporting purposes. The Engineer will assist with route selection when required to do so, provided at least 24-hour notice is given that assistance is required through a particular section or area.

PSA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Replace the provisions of clause 5.2 with the following:

a) *General barricading:*

Wherever the works affect the operation or safety of the general public, the Contractor shall barricade off the excavations with 1,8m fencing standards driven 0,6m into the ground at 4,0m centres and two strands of red & white plastic tape strung between standards.

b) *Roadworks barricading:*

Wherever the Works affect the operation and safety of public traffic, the Contractor shall barricade off the excavations with white painted 210 litre oil drums at 2,0m centres and two strands of red & white plastic tape strung between two drums. A full complement of metal traffic signs shall be erected and maintained to the satisfaction of the Engineer. The signs shall be in accordance with the latest issue of South African Road Traffic Signs Manual.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to the provisions of clause 5.4:

Before commencement of any excavations the Contractor shall ascertain, from the relevant authorities, the presence and position of all underground services including any electrical or telephone cables, water, sewer and stormwater services located across or alongside the routes of the pipelines.

Payment for the exposing of such services will be made under the relevant items in the Schedule of Quantities.

The cost of liaison with the authorities regarding such services, as well as the subsequent protection thereof, must be included in the rates for exposing the services.

PSA 5.6 POLLUTION

Add the following to the provisions of clause 5.6:

Should the Engineer not be satisfied with conditions with regard to dust nuisance, pollution of streams, and inconvenience to or interference with the public (or others), he will be entitled to instruct the Contractor to cease work until the problem has been remedied.

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.1 Checking

Add the following to the provisions of clause 7.1.1:

The Contractor must provide a minimum of 1 working days' notice to the Engineer when works will be available for testing.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS

PSA 8.3.2 Establishment of facilities on the site

PSA 8.3.2.1 Facilities for Engineer

Replace the provisions of clause 8.3.2.1 with the following:

a) Furnished offices:

The contractor will be required to provide one (1) full-time site office for the Employer's Agent's Representative in terms of the requirements listed below:

- *Board room to accommodate management meetings including a suitable desk and a minimum of 10 chairs. This facility can be shared but must be available for the fortnightly meetings as arranged by the Employer's Agent.*
- *1 x Carport with a minimum size of 6 x 3 metres and a minimum height to the underside of the rafters to be 2.3 metres. The roof covering shall be corrugated galvanised sheeting or similar approved.*
- *1 x Laser colour printer.*
- *1 x Whiteboard with a minimum size of 1.0 x 1.5 metres and ancillaries.*
- *2 x 15A power sockets.*
- *1 x 110 litre refrigerator.*
- *Security gate to be provided on all doors and burglar proofing on all windows.*
- *Air conditioner.*
- *1 x Desk for the Employer's Agent's Representative.*
- *1 x Steel Filing Cabinet.*

b) **Nameboards:**

The Contractor will be required to erect two (2) name boards as per the specifications and details on the drawing attached to this document. The Contractor will be allowed to remove the name board after a final completion certificate has been submitted by the Employer's Agent. A total of two (2) name boards would be required for this contract and their positions to be approved by the Employer's Agent.

PSA 8.3.3 Other fixed-charge obligations

PSA 8.3.3.1 Occupational health & safety act

The Contractor shall allow for compliance with the occupational health and safety act no. 85 of 1995. Annexure A, dealing with the Occupational Health and Safety Act should be read in conjunction with this clause. The tendered rates will be deemed to cover the costs associated with compliance with this requirement for the contract.

PSA 8.3.3.2 Environmental management plan

The Contractor shall allow for compliance with the environmental management plan. Annexure B, the Environmental Management Plan should be read in conjunction with this clause. The Contractor shall ensure that all his operations on site are carried out in an environmentally responsible manner. The tendered rates will be deemed to cover the costs associated with compliance with this requirement for the contract.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.2 Operation and maintenance of facilities on site, for the duration of construction, except where otherwise stated.

PSA 8.4.2.1 Facilities for Engineer

Replace the provisions of clause 8.4.2.1 with the following:

a) **Furnished offices:**

The tendered rates will be deemed to cover all the costs associated with ensuring that the items provided for under PSA 8.3.2.1 (a) remain fully functional and operational for the duration of the contract. These tendered rates include all running costs including maintenance costs if required.

b) **Nameboards:**

The tendered rates will be deemed to cover all the costs associated with ensuring that the items provided for under PSA 8.3.2.1 (b) remain intact for the duration of the contract. These tendered rates include all maintenance costs if required.

PSA 8.4.5 Other time-related obligations

PSA 8.4.5.1 Occupational health & safety act

The Contractor shall at all times ensure compliance with the occupational health and safety act no. 85 of 1995, refer to Annexure A. The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas of the works. The tendered

rates will be deemed to cover the all the running costs associated with compliance with this requirement for all of the works for the duration of the contract.

PSA 8.4.5.2 Environmental management plan

The Contractor shall at all times ensure compliance with the environmental management plan, refer to Annexure B. The Contractor shall at all times ensure that his operations on site are carried out in an environmentally responsible manner. The tendered rates will be deemed to cover the all the running costs associated with compliance with this requirement for all of the works for the duration of the contract.

PSA 8.4.5.3 Community liaison officer (CLO)

The tendered rates will be deemed to cover the costs for the remuneration of the CLO for the duration of the contract, plus a period of fourteen (14) days prior to this period. The Contractor must provide an office and stationery to the CLO for him/her to execute their duties.

PSA 8.4.5.4 Project steering committee (PSC)

The tendered rates will be deemed to cover the costs for the remuneration of the seating allowances per member of the PSC for the duration of the contract.

PSA 8.7 DAYWORK

Add the following to the provisions of clause 8.7:

The provisions of clause 6.5 of the General Conditions of Contract For Construction Works, Third Edition (2015) shall apply.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.1 Main access road to works

Add the following to the provisions of clause 8.8.1:

The tendered rates will be deemed to cover the costs for the maintenance of the access road to the works and along the route of pipe line for the duration of the contract. The access road must at all times be trafficable by a standard 2-wheel drive LDV.

PSA 8.8.2 Dealing with traffic

Add the following to the provisions of clause 8.8.2:

The tendered rates will be deemed to cover the costs for the dealing with traffic for the duration of the contract. The rates shall include the costs required for complying with clause PSA 5.2 where required and ensure that the occupational health and safety act no. 85 of 1995, refer to Annexure A, is adhered to.

PSA 8.9 MISCELLANEOUS ITEMS

PSA 8.9.1 Engineering surveyor as directed by Engineer

The provisional amount will be deemed to cover the costs for an engineering surveyor for the works when required or as directed by the Engineer. The surveying of the works is to be used for checking of design purposes or for proposed design alternatives.

PSA 8.9.2 Specialised testing as directed by Engineer

The provisional amount will be deemed to cover the costs for the specialized of testing of the works, either materials or the completed works themselves when required or as directed by the Engineer.

PSA 8.9.3 Compensation of land claims

The provisional amount will be deemed to cover the costs for the compensation of land claims if required during the works. Any land claim that may arise will be dealt with by the ISD and the PSC. No land claims may be compensated for without the approval of the Engineer.

PSA 8.9.4 As-built drawings

The tendered amount will be deemed to cover all the costs associated with for the provision of as-built drawings on completion of the works. The as-built drawings must be compiled from a survey of the completed works that is executed by an accredited and approved professional land surveyor.

PSA 8.9.5 Work to be carried out by others

A sub-contractor tended will be called for whereby sub-contractors will tender on the scope of works as itemized. The successful sub-contractor will then be appointed by the main contractor and he/she will report to the main contractor. The tendered amount will be deemed to cover all the costs associated for the appointment of the sub-contractor to construct the works as itemized in the bill of quantities and in accordance with the sub-contractors form of offer and acceptance. .

PSA 8.10 TRAINING AND MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)

PSA 8.10.1 Training of local sub-contractors (SMME's)

The main contractor will ensure that a mentorship and training programme be implemented for all sub-contractors (SMME's). The mentorship and training programme will be evaluated by the Engineer prior to being implemented.

The provisional amount will be deemed to cover the costs for an expense's incurred for the training and mentorship programme of sub-contractors (SMME's).

PSA 8.10.2 Management of local sub-contractors (SMME's)

The Main contractor will be liable for the management of the sub-contractors (SMME's) in accordance with Clause 4.4 of the General Conditions of Contract for Construction Works, Third Edition (2015).

The provisional amount will be deemed to cover the costs for an expense's incurred for the management of the sub-contractors (SMME's).

PSC SANS 1200 (SECTION C): SITE CLEARANCE

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 SCHEDULED ITEMS

PSC 8.2.1 Clear and Grub

With reference to the provisions of clauses 5.3, 5.4 and 8.2.1 the following shall apply:

Payment will be made for clearing and grubbing only where required to an extent that will enable excavation of trenches to proceed, and not along the entire length of the pipelines. Disturbance of vegetation and roots shall be confined to the width as stated in the BOQ. No re-clearing of vegetation along pipeline routes will be measured.

PSC 8.2.10 Remove topsoil to nominal depth of 150mm and stockpile

Add the following to the provisions of clause 8.2.10:

The rate tendered for the removal of topsoil shall, also cover the cost of stabilizing, protecting and watering the stockpiles of topsoil during the duration of the Works.

PSDB SANS 1200 (SECTION DB): EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 CLASSES OF EXCAVATION

Replace the provisions of clause 3.1 with the following:

All materials encountered in any excavation will be classified as follows:

a) Soft excavation

All material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation is all material not falling within the category of (b) Hard rock. No intermediate excavation will be measured and must be allowed for under (a) Soft excavation.

b) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 2m³ in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- *Solid unfractured rock occurring in bulk*
- *Solid ledges thicker than 200mm*
- *Igneous rock intrusions*
- *Cemented sedimentary rocks.*

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.3 ACCOMODATION OF TRAFFIC AND ACCESS TO PROPERTIES

Add the following to the provisions of the clause 5.1.3:

Interruption to local traffic and access to properties shall be minimized and the contractor and Ward Committee shall ensure that affected residents are given at least a 24-hour notice period for disruptions to their access. Special precautions and provisions must be made to maintain accesses to any public meeting place, private residences, schools, churches or market places.

Wherever the Works affects the operation or safety of the general public, the Contractor shall barricade off the excavations with 1, 8m fencing standards driven 0,6m into the ground at 4,0m centres and place two strands of red & white plastic tape strung between the standards.

Wherever the Works affect the operation and safety of public traffic, the Contractor shall barricade off the excavations with white painted 210 litre oil drums at 4,0m centres and place two strands of red & white plastic tape strung between the drums.

PSDB 5.2 MINIMUM BASE WIDTHS

Replace the provisions of clause 5.2 with the following:

For all types of pipes, the base width of any trench, with shoring if applicable, shall allow sufficient working space either side of the pipe and, to assist with minimising excavation, shall not be less than the minimum width indicated below:

<i>External pipe diameter (mm)</i>	<i>Minimum base of trench width (mm)</i>
15 – 75	500
76 – 160	600
161 – 500	<i>External diameter + 400</i>
Over 500	<i>External diameter + 400</i>

PSDB 5.4 EXCAVATION

Add the following to the provisions of clause 5.4:

Except with the written permission of the Engineer, the total length of an open trench along any section of pipeline, in advance of pipe laying operations, shall at no time exceed 400m in length.

No shoring will be measured. This however in no way relieves the Contractor of his obligations under the Occupational Health and Safety Act. Any shoring used by the Contractor will not be separately measured and paid for. The cost of shoring used, as well as the cost of any additional excavations required to install the shoring, will be deemed to be included in under the provisions in the tendered rates of clause 8.3.2 Excavation.

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm.

PSDB 5.5 TRENCH BOTTOM

Add the following to the provisions of clause 5.5:

Where the bottom of the trench has been excavated to a depth or width greater than that specified or ordered, the Contractor shall at his own expense replace the excess material removed with suitable fill material compacted to 90% MOD AASHTO density, or with a 10 MPa concrete, as directed by the Engineer.

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.3 SCHEDULED ITEMS****PSDB 8.3.2 EXCAVATION**

Replace the first sentence to the provisions of clause 8.3.2 with the following:

Items will be provided for various pipe diameters in steps not greater than those specified in clause PSDB 5.2 and various depths in increments of 0,5m measured from the top of the trench to the bottom of the bedding layer.

PSDK SANS 1200 (SECTION DK): GABIONS AND PITCHING**PSDK 3 MATERIALS****PSDK 3.1.2 Gabion cages**

Replace the provisions of clause 3.1.2 with the following:

Gabion boxes and mattresses shall comply with the requirements of SANS 1580:2010 and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.

The standard sizes of boxes and mattresses shall be as follows:

a) Boxes:

- Length: 1m, 2m, 3m and 4m
- Width: 1m
- Depth: 1m
- Diaphragm spacing: 1m

b) Mattresses

- Length: 6m
- Width: 2m
- Depth: 0,3m or 0,5m (As specified)
- Diaphragm spacing: 0,6m or 1,0m (As specified)

PSDK 3.1.3 Geotextile

Add the following to the provisions of clause 3.1.3:

Filter fabric for groundwater drains shall be a non-woven continuous filament, needle punched, polyester geotextile having the following physical characteristics:

Properties	Units	A2	A4
Mass	g/m ²	150	210
Thickness	mm	1.6	2.0
Throughflow at 100mm head	l/s/m ²	264	215
Permeability at 1 x 10 ⁻³	m/s	4.2	4.3
Tensile strength - Machine	kN/m	11	16
Porosity	%	93	93

The material shall be placed as directed and shall not be exposed to direct sunlight for prolonged periods.

PSDK 3.1.6 Steel wire for bracing

Steel wire used for lacing (binding) shall have a nominal diameter of 2.2mm and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.

PSDM SANS 1200 (SECTION DM): EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSDM 3.2.3 Selected layer

Replace the provisions of clause 3.2.3 with the following:

The minimum specification for the material to be used for the selected layer is as follows:

- a) *The material shall have a CBR of at least 15% at a compaction of 93% of modified AASHTO density*
- b) *The maximum particle size to be no more than 63mm*
- c) *Grading Modulus to be no more than 2.7 and no less than 0.75*
- d) *The material shall have a PI of not exceeding 12*
- e) *The material shall be capable of being compacted to 95% of modified AASHTO density*

PSDM 3.2.4 Gravel surfacing

Replace the provisions of clause 3.2.4 with the following:

The minimum specification for the material to be used for the gravel surfacing layer is as follows:

- a) *The material shall have a CBR of at least 45% at a compaction of 95% of modified AASHTO density*
- b) *The maximum particle size to be no more than 37.5mm*
- c) *Grading Modulus to be no more than 2.5 and no less than 1.5*
- d) *The material shall have a PI of not exceeding 10*
- e) *The material shall be capable of being compacted to 95% of modified AASHTO density*

PSDM 5 CONSTRUCTION

PSDM 5.2 METHODS AND PROCEDURES

PSDM 5.2.6 Gravel surfacing

Add the following to the provisions of clause 5.2.6:

The minimum thickness for the gravel surfacing layer shall be 150mm and the material shall be in accordance with the provisions of PSDM 3.2.4.

PSDM 5.2.8 Transport

PSDM 5.2.8.1 Freehaul

Replace the provisions of clause 5.2.8.1 with the following:

The freehaul distance within which the Contractor will be required to move material without separate compensation is 1,0km.

All movements of cut and fill materials will be regarded as freehaul.

PSDM 5.2.8.2 Overhaul

Replace the provisions of clause 5.2.8.2 with the following:

Disposal of surplus material beyond the freehaul distance in accordance with the provisions of clause PSDM 5.2.8.1 will be regarded as overhaul.

The Contractor shall not incur overhaul expenses without the approval of the Engineer.

PSDM 7 TESTING

PSDM 7.3 ROUTINE INSPECTION AND TESTING

PSDM 7.3.2 Densities

Add the following to the provisions of clause 7.3.2:

Notwithstanding the provisions of clause 7.3.2 and Table 2, no single test result which is below the specified density will be accepted.

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.3 SCHEDULED ITEMS

PSDM 8.3.3 Treatment of roadbed

Add the following to the provisions of clause 8.3.3:

The rates for treatment of roadbed shall include the costs to cover all density testing.

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density

Add the following to the provisions of clause 8.3.5:

The rates for the selected layer shall include the costs to cover all density testing.

PSDM 8.3.7 Cut to spoil or stockpile from

Add the following to the provisions of clause 8.3.7:

Measurement will be in terms of the classes of materials in accordance with the provisions of PSDA 3.1.2.

PSDM 8.3.16 Gravel surface layer

Add the following to the provisions of clause 8.3.16:

The rates for gravel surface layer shall include the costs to cover all density testing.

PSL SANS 1200 (SECTION L): MEDIUM PRESSURE PIPELINES

PSL 3 MATERIALS

PSL 3.1 GENERAL

Add the following to the provisions of clause 3.1:

Except where galvanised steel pipe is specified, or unless otherwise stated, water pipes of the appropriate class shall be uPVC for nominal sizes 50mm up to 315mm and HPDE for nominal sizes less than 50 mm.

PSL 3.4 STEEL PIPES, FITTINGS AND SPECIALS

Add the following to the provisions of clause 3.4:

Klambon pipes shall have a minimum wall thickness of 4.5mm and be Galvanised Cut Grooved Pipe with 40bar Victaulic Coupling (Klambon). Certain sections may require additional Cathodic Protection and in these sections Tosawrap Pipes with Petrolatum Mastic Shrink Sleeves will be required at all couplings.

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.1 uPVC pipes

Replace the provisions of clause 3.7.1 with the following:

- a) uPVC pipe shall comply with ISO 4422 (SANS 966 Part I) specifications*
- b) mPVC pipe shall have a working stress not exceeding 17,5 MPa for pipes 110mm diameter and larger and not exceeding 12,5 MPa for pipes smaller than 110mm diameter and shall comply with the requirements of SANS 966 Part II*
- c) HDPE pipe shall comply with ISO 4427 (SANS 533) specifications*
- d) The minimum working pressure for plastics pipes shall be 9 Bar*

PSL 3.8 JOINTING MATERIALS

PSL 3.8.3 Flanges and accessories

Add the following to the provisions of clause 3.8.3:

The dimensions and drilling of flanges for valves must comply with SANS 1123 as follows except where otherwise scheduled:

Valve class	Applicable table
<i>Class 10</i>	<i>Table 1000/3 but flat faced</i>
<i>Class 16</i>	<i>Table 1600/3 but flat faced</i>
<i>Class 25</i>	<i>Table 2500/3 but flat faced</i>
<i>Class 40</i>	<i>Table 4000/3 but flat faced</i>

For the purpose of this contract all flanges must be class 16 table 1600/3. All joint sets to have full face gaskets.

PSL 3.9 CORROSION PROTECTION

PSL 3.9.3 Protection against electrolytic corrosion

Add the following to the provisions of clause 3.9.3:

All buried flanges incorporating mild steel components shall be wrapped in the following manner:

- a) The joint shall be cleaned and primed in accordance with the manufacturer's instructions, packed with petrolatum paste (Denso S105 or equal approved) and wrapped with petrolatum tape, care being taken to eliminate all voids to achieve a smooth profile.*
- b) Thereafter the joint shall be wrapped with medium-duty PVC backed adhesive tape providing a 50% overlap to 100mm beyond the petrolatum tape.*

Final treatment of valves in place:

After erection on site all valves situated in culverts, underground chambers or exposed conditions shall be cleaned thoroughly to remove all traces of oil or grease, dust, moisture, etc and the paintwork refurbished where necessary to restore the condition to that at the time of leaving the factory in accordance with the clause PSL 3.9.7. Where flanges etc are not scheduled or ordered by the Engineer to be fully wrapped, a sufficient quantity of "Denso" (or similar approved) petrolatum mastic shall then be packed around all bolt heads, nuts and exposed threads to give a minimum thickness of 5mm of mastic cover over such protrusions.

PSL 3.9.5 Joints, bolts, nuts and washers

Replace the provisions of clause 3.9.5 with the following:

All bolts, nuts and washers supplied to the works shall be hot-dip galvanised grade 8.8.

PSL 3.9.7 Painting and corrosion protection of ferrous valves

Add the following new clause 3.9.7:

The cleaning and painting of the external surfaces of ferrous valves (i.e. valves having steel or cast-iron bodies) is to be carried out at the factory prior to dispatch to site as specified hereunder.

Surfaces of Valves:

The internal surfaces of cast iron wedge gate valves are to be fusion bonded epoxy (FBE) powder coated internally and externally.

External Surfaces of Valves to be Painted:

The external surfaces of ferrous valves to be painted shall be prepared to a thoroughly clean condition, free of all grease and deleterious matter. Steel and cast-iron surfaces shall be prepared in accordance with Swedish Standard SIS 05 5900 for an Sa2½ finish.

Paint Systems:

Immediately after cleaning, the external surfaces shall be coated with one of the following paint systems:

- a) System 1 - for valves situated in culverts, underground chambers or exposed conditions, apply one coat of self-etching prime (PA 10 or similar approved), followed by three coats bitumen emulsion ("Ravenol" or similar approved).*
- b) System 2 - for valves situated in pump stations etc, apply one coat zinc chromate primer to SANS 679 Type 1 followed by one coat of undercoat (tinted where necessary), and two coats of best quality gloss enamel. The colours to be used specified by the Engineer. The total dry film thickness of the system shall not be less than 250 micrometres.*
- c) System 3 - for buried valves, the requirements for the corrosion protection of buried valves and flanges by packing with a petrolatum mosaic system are given elsewhere in this specification.*

PSL 3.10 VALVES

PSL 3.10.1 Gate valves

Add the following new clause 3.10.1:

Gate valves must be provided with the following:

- a) Non-rising spindles*
- b) Handwheels with the direction of rotation to close and open marked thereon (except where scheduled to be provided with caps)*
- c) The direction of rotation for closing the valve must be anti-clockwise when viewed from the top (unless scheduled otherwise)*
- d) Type B bronze trim, except where type 316 stainless steel to BS 970 is scheduled*
- e) Suitable gearing, where necessary to limit the maximum torque to be applied at the handwheel to 95Nm under an unbalanced pressure equal to the maximum working pressure for the classes specified or scheduled*
- f) An identification plate*
- g) The facility to permit repacking of the gland whilst the valve is under pressure*
- h) Jacking screws for valves with a nominal bore greater than 450mm*

Gate valves for use with cast iron and steel pipes:

In addition to the requirements above gate valves for use with cast iron and steel pipes must be provided with the following:

- a) Double flanges. The flanges must be flat faced and drilled to the tables specified. The back of the flanges must be spot faced (As per Clause 3.3.11.2 of SANS 664)

Gate valves for use with PE-HD pipes:

In addition to the requirements above gate valves for use with PE-HD pipes must be provided with the following:

- h) Socketed both ends complete with rubber sealing rings
- i) Mounting feet designed for direct grouting into concrete except where scheduled to the contrary

Testing:

Hydraulic tests must be carried out at the factory in accordance with SANS 664 or SANS 191 as applicable to the following test pressures for wedge gate valves:

- d) Body soundness - 2,0 times class max working pressure
- e) Gate strength - 2,0 times class max working pressure
- f) Gate efficiency - 1,5 times class max working pressure for resilient seal valves
- g) Body soundness - 2,0 times class max working pressure
- h) Gate strength - 2,0 times class max working pressure
- i) Gate leakage - 1,1 times class max working pressure under which pressure the valve must be drop tight

PSL 3.10.2 Reflux valves

Add the following new clause 3.10.2:

All reflux valves to be supplied of 600mm diameter and larger shall be of the wafer type.

Single-door reflux valves shall be cast iron or cast steel and comply with SANS 144 or SANS 192 respectively. They shall be suitable for the same duty as the corresponding gate or butterfly valve with which they are to be used. Single door valves shall be provided in sizes up to 600mm diameter and be fitted with the following:

- b) Double flanges for sizes less than 600 mm diameter
- c) Gunmetal trim for cast iron valves, except where scheduled otherwise
- d) Stainless steel trim for cast steel valves
- e) Test certificates from the manufacturer except where an inspector is appointed by the Employer/Engineer to witness the testing.
- f) A suitable cast on arrow indicating the direction of flow through the valve

- g) Valves larger than 600 mm diameter may be either a single or multi-door type

Hydraulic tests are to be carried out at the factory in accordance with Clause 6.3 of SANS 144 or SANS 192, as relevant, except that every valve of 250 diameter and over must be tested to the following pressures:

- a) Body with clack open - 2,0 times class maximum working pressure
- b) Seating with clack closed - 1,1 times class maximum working pressure, under which pressure the seat shall be drop tight

The clack strength, although not normally tested, must be capable of withstanding the test pressure applied to the body without damage or distortion.

Double door and/or multi-door reflux valves shall be provided for sizes larger than 600mm diameter. They shall be in accordance with the specifications for the single door type with the following features:

- a) Cast steel or spheroidal graphite iron shall be used in lieu of cast iron where necessary for strength purposes

PSL 3.10.3 Air valves

Add the following new clause 3.10.3:

The materials and workmanship employed in the manufacture of air valves shall be at least equal to the standard required by SANS 664 or SANS 191 for waterworks pattern valves. Vent-O-Mat type air release valves are to be used.

Up to three types of air valve may be called for in the Schedule of Quantities namely:

- a) *Small orifice air valves (SOAV)*
A SOAV shall be capable of releasing accumulations of air at all pressures throughout the working pressure range and shall be drop-tight over the full working pressure range when closed. These air valves shall be fitted with an isolating cock and 25,4 mm diameter inlet ferrule threaded to B.S. pipe thread.
- b) *Large orifice air valves (LOAV)*
A LOAV shall be suitable for admitting or expelling large quantities of air during emptying and filling of the pipeline. These air valves shall be fitted with a separate (not integral) isolating valve, a drain cock, a flanged inlet and be capable of withstanding the maximum specified body test pressure as well as being drop tight over the full range of working pressure when closed.
- c) *Double orifice air valves (DOAV)*
A double orifice air valve shall consist of a SOAV and a LOAV combined into one body casting and be capable of satisfactorily carrying out both functions as called for under (a) and (b) above. It shall be equipped as for the LOAV.

Testing:

Each type of air valve is to be pressure tested at the factory as follows:

- a) First, fill the valve with water and apply the maximum working pressure through the inlet of the valve and maintain for at least 5 minutes. Under this condition there shall be no loss of water from the valve.*
- b) Second, reduce the pressure applied under (a) above to atmospheric pressure, empty the valve and refill slowly expelling the air through the valve seatings until full of water. Raise the pressure to the minimum working pressure, maintain that pressure for at least five minutes and again there shall be no loss of water from the valve.*

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.4 Depths and cover

Add the following to the provisions of clause 5.1.4:

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm as per clause PSDB 5.4.

PSL 5.2 JOINTING METHODS

PSL 5.2.2 Flanges (Steel pipelines)

Add the following to the provisions of clause 5.2.2:

All insertion gaskets shall cover the full face of the flange.

PSL 5.10 DISINFECTION OF PORTABLE WATER PIPELINES

Add the following to the provisions of clause 5.10:

- d) The cost of sampling and testing shall be included in the Contractor's tendered rates measured under clause PSL 8.2.1.*

PSL 7 TESTING

PSL 7.1 GENERAL

Add the following to the provisions of clause 7.1:

Testing of each section (or sub-section) of pipeline will be required prior to connecting each new section into the distribution system.

Pressure testing of a section of the distribution system must include any installed branch pipeline, terminal fitting and consumer connection within that section, whether metered or not.

All consumer connections will be tested up to the standpipe under full working pressure and all joints must be shown to be drip tight over a period of not less than 24 hours.

The rates tendered for the installation of the pipes is deemed to include for the cost of all testing.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 SCHEDULED ITEMS

PSL 8.2.1 Supply, lay and bed pipes complete with couplings

Add the following to the provisions of clause 8.2.1:

Clause 8.2.1 of SANS 1200L shall apply except that all reference to bedding of pipes to be omitted as this would be measured under SANS 1200 LB.

The tenderer rates shall include the cost for disinfecting and sterilizing of pipes on completion of the works.

PSL 8.2.2 Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings

Add the following to the provisions of clause 8.2.2:

The tenderer rates for klambon pipe specials and couplings shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.3 Extra-over 8.2.1 for the supplying, fixing and bedding of valves

Add the following to the provisions of clause 8.2.3:

All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be class 16 - Table 1600/3. The tenderer rates shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.16 Supplying, fixing and bedding of valves, couplings and specials to concrete reservoir

Add the following new clause 8.2.16:

All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be class 16 - Table 1600/3. The tenderer rates shall include the cost for provision of each valve, coupling and special together with the costs of handling, fixing, bedding and testing of the works. Included in the tendered rates shall be the provision for protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5, as well as the shuttering and non-shrink epoxy grout if required securing the works in place in accordance with PSG 5.5.13.

PSLB SANS 1200 (SECTION LB): BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.4 SELECTION

PSLB 3.4.1 Suitable material available from trench excavation

Replace the first sentence to the provisions of clause 3.4.1 with the following:

The excavation of a pipe trench shall comply with the requirements of clause 5.4 of SANS 1200 DB, and the provisions of clause 3.7 of SABS 1200 DB. In terms of which, for the purpose of providing bedding materials, the Contractor shall use selective methods of excavating that will enable him to avoid burying or contaminating material that is suitable and is required for bedding.

PSLB 3.4.2 Suitable material not available from trench excavation

Replace the first paragraph to the provisions of the clause 3.4.2 with the following:

When material suitable for use as selected fill material or selected granular material is not readily available from trench excavation within a distance not exceeding 1,0km, the Contractor shall, subject to the Engineers approval for each material, obtain suitable material to replace the shortfall.

PSLB 5 CONSTRUCTION

PSLB 5.1 GENERAL

PSLB 5.1.2 Details of bedding

Replace the provisions of clause 5.1.2 with the following:

Flexible and rigid pipes shall be bedded and protected as follows:

- *Allow for 100mm thick bedding cradle of compacted selected granular material to all pipe sizes for the entire width and length of the trench bottom in accordance with PSDB 5.2*
- *Allow for compacted selected fill blanket material to all pipe sizes for the entire width and length of the trench in accordance with PSDB 5.2 from the top of the bedding layer to a level of 300mm thick cover above the top of the pipe.*

PSLB 5.2 PLACING AND COMPACTING OF RIGID PIPES

Replace the provisions of clause 5.2 with the following:

- Bedding cradle for rigid pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- Selected fill blanket for rigid pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

PSLB 5.3 PLACING AND COMPACTING OF FLEXIBLE PIPES

Replace the provisions of (a) and (b) of clause 5.3 with the following:

- (c) *Bedding cradle for flexible pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- (d) *Selected fill blanket for flexible pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

PSLB 5.4 CONCRETE ENCASING TO PIPES

Add the following to the provisions of clause 5.4:

Concrete encasement around any pipes shall span the full length of the pipe such that there is a flexible pipe joint at each end of the encasement. Any expansion joints provided in the encasement must be positioned at a flexible joint between two pipes. Encasement of flexible or rigid pipes over soft ground (CBR<4) shall be reinforced top and bottom in the longitudinal direction, with stirrups at 2 times the depth of encasement. The area of steel shall be between 0,5% and 1% of gross cross-sectional area of encasement, unless otherwise specified by the Engineer or on the construction drawings provided.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.1 Provision of bedding from trench excavations

Replace the first sentence to the provisions of clause 8.2.1 with the following:

The rates shall cover the cost of acquiring, from within 1,0km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a freehaul distance of 1,0km.

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.2 From borrow pits

Replace the provisions of clause 8.2.2.2 with the following:

The rates shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation, within a freehaul distance of 1,0km.

PSLB 8.2.5 Overhaul of Material for Bedding Cradle and Selected Fill Blanket

Replace the provisions of clause 8.2.5 with the following:

This item will be applicable only to such bedding from trench and other necessary excavation as is hauled for distances in excess of 1,0km with the written approval of the Engineer.

The volume will be computed as specified in 8.1.3 and the distance will be the distance (in excess of the freehaul distance of 1,0km) by the shortest practicable route in one direction measured to the nearest 0,1km.

The rate shall cover the cost of transporting and offloading the bedding material, and off loading and disposing of material displaced by such bedding within a freehaul of 1,0km.

PSLE SANS 1200 (SECTION LE): STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1 CULVERT UNITS AND PIPES

Replace the provisions of clause 3.1 (a) with the following:

All precast concrete pipes shall be class 100D unless otherwise specified on the construction drawings with ogee type joints.

PSLE 3.3 BEDDING MATERIALS

PSLE 3.3.1 Bedding cradle and selected fill blanket

Replace the provisions of clause 3.3.1 with the following:

Materials for the bedding shall comply with the provisions of clause PSLB 5.1.2 and PSLB 5.2.

PSLE 3.4 MANHOLES, CATCHPITS AND ACCESSORIES

PSLE 3.4.2 Prefabricate chambers and shaft

Replace the provisions of clause 3.4.2 with the following:

Dolomitic aggregate shall be used in the manufacture of precast concrete chamber sections, levelling rings and roof slabs. All precast concrete chamber sections shall have ogee joints.

PSLE 3.4.3 Manhole covers, grid inlets, etc.

Replace the provisions of clause 3.4.3 with the following:

Approved precast concrete heavy duty roof slabs shall be used in all areas subject to traffic loads such as in road carriageways, verges and service lanes. Approved precast concrete medium duty roof slabs shall be used in all other areas.

Approved concrete manhole covers (heavy duty and/or medium duty shall match the roof slab class) shall be used in all areas.

PSLE 3.6 SUBSOIL DRAINAGE

PSLE 3.6.1 Pipes and composite In-plane drainage

Pipes for subsoil drainage shall have a minimum diameter of 110mm unless specified on the construction drawings and shall be perforated or slotted high density polyethylene (HDPE) pipes complying with SANS 4427:2.

The size of the perforations in the perforated pipes shall be $\pm 8,0$ mm in diameter and a minimum of 70% of the pipe shall have perforations and have an infiltration capacity index of 55 l/s at 200mm water head. Slotted pipes shall have a slot width of $\pm 2,0$ mm and a minimum of 70% of the pipe shall be slotted and have an infiltration capacity index of 55 l/s at 200mm water head.

Composite in plane drainage shall consist of a perforated or slotted high density polyethylene pipe as per above enclosed with a geotextile filter jacket together with high density polyethylene (HDPE) drainage core net.

The geotextile filter jacket shall be a filter fabric non-woven continuous filament, needle punched, polyester geotextile A2 size in accordance with the provisions of PSDK 3.1.3.

PSLE 3.6.2 Natural permeable material

Natural permeable filter materials for subsoil drainage shall consist of a 19mm crushed stone and shall comply with the requirements given in SANS 1083, Table 5.

PSLE 5 CONSTRUCTION

PSLE 5.5 CATCHPITS, MANHOLES, INLETS AND OUTLET STRUCTURES

PSLE 5.5.6 Benching

Replace the provisions of clause 5.5.6 with the following:

All benching shall be mixed in the proportions (by mass) of 1 part cement, 2 parts sand and 3 parts 7,0mm concrete stone. The sand proportion may be varied between 1.5 and 2.5 to obtain ideal workability.

PSLE 5.8 CONSTRUCTION OF SUBSOIL DRAINAGE

PSLE 5.8.1 Geotextile filter jacket

Where specified that geotextile filter jacket shall be used for the lining in subsoil drainage systems, it shall be procured, furnished and installed as specified and shown on the construction drawings. The lining shall not be displaced or damaged in any way when the trench is being filled with natural permeable material. The geotextile filter jacket shall be lapped both longitudinally and transversely by at least 300 mm or as instructed by the manufacturers specifications. The transverse lap shall be positioned on top of the box forming the drain and shall be stitched together with plastic, galvanised wire or a strong synthetic thread at metre intervals. The longitudinal lap shall be in the direction of flow.

The geotextile filter jacket material shall be stored under suitable cover and shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction.

PSLE 5.8.2 Pipes and composite In-plane drainage

The composite in plane fin drain shall be supplied preassembled and the subsoil pipe shall be positioned at the base of the fin, solid channel down and the geotextile filter jacket flap firmly secured around the pipe by means of wire or stapling.

The fin drain shall be placed vertically in the trench against the downstream face of the excavated trench. The approved backfill material shall be placed and compacted in the trench in layers.

PSLE 5.8.3 Inspection eyes

PVC inspection eyes are to be placed at a maximum of 30m apart for both subsoil and fin drains or as instructed on the construction drawings or by the Engineer on site.

PSLE 5.8.4 Testing and flushing

Final acceptance of subsoil and fin drains will be subject to satisfactory testing and flushing after completion and installation of the rodding eye inlets. Flushing tests shall be carried out in the presence of the Engineer by flushing the drain and metering the outflow to ensure the drain is clear of any blockages.

Should blockages be apparent the contractor shall locate and clear the obstruction and repeat the tests until deemed satisfactory by the Engineer.

PSMM SANS 1200 (SECTION MM): ANCILLARY ROADWORKS

PSMM 3 MATERIALS

PSMM 3.1 GUARDRAILS, POSTS AND REFLECTOR PLATES

PSMM 3.1.1 Guardrails

Add the following to the provisions of clause 3.1.1:

Guardrails shall be manufactured from mild steel and be hot dipped galvanized. The galvanizing process, including the cleaning & preparation of steelwork is to be carried out in accordance with the recommendations of SANS 121.

All bolts nuts and washers to be galvanised and in accordance with SANS 121.

PSMM 3.1.2 Posts and spacer blocks

PSMM 3.1.2.1 Timber

Add the following to the provisions of clause 3.1.2.1:

Timber posts shall be made from pine and comply with the relevant requirements of SANS 457.

PSMM 3.1.2.3 Guardrail bracket

Guardrail brackets shall be manufactured from mild steel and be hot dipped galvanized. The galvanizing process, including the cleaning & preparation of steelwork is to be carried out in accordance with the recommendations of SANS 121.

All bolts nuts and washers to be galvanised and in accordance with SANS 121.

PSMM 3.1.3 Reflector plates

Add the following to the provisions of clause 3.1.3:

Reflector plates shall be type D1 manufactured from Chromadeck in accordance with the construction drawings.

PSMM 5 CONSTRUCTION

PSMM 5.1 GUARDRAILS

PSMM 5.1.1 Erection

PSMM 5.1.1.1 General

Replace the second and third paragraphs to the provisions of clause 5.1.1.1 with the following:

The guardrail timber posts shall be seated and securely fastened within the guardrail bracket that is bolted onto the exposed rock surface. The gap between the top of the rock and the underside of the guardrail bracket shall be grouted up with an approved non-shrink grout in accordance with the construction drawings.

All guardrail timber posts and brackets shall be erected and set true to line and level that the guardrails are at the required height and in accordance with the construction drawings.

PSMM 8 MEASUREMENT AND PAYMENT

PSMM 8.2 SCHEDULED ITEMS FOR GUARDRAILS

PSMM 8.2.1 Guardrails on posts

Replace the provisions of clause 8.2.1 with the following:

The rate shall cover the cost of supplying and erecting the guardrails, timber posts spaced in accordance with the standard length of guardrails and construction drawings, guardrail brackets, spacer blocks, bolts, nuts, washers and non-shrink grout to underside of guardrail brackets.

PART C4 – SITE INFORMATION

4.1 SITE INFORMATION

The sites are located within Mount Fletcher town, in Elundini Local Municipality and Joe Gqabi District Municipality. The springs are located sparsely but mainly within Lubisini village and only one spring at Ntatyana village. All these springs are located on communal land. Maclear, the next nearest town is 69 km away.

Tenderer's are expected to familiarise themselves with the area during the compulsory pre-tender meeting. No claims would be considered from a Contractor during the Contract as a result with failure to familiarise themselves with the site.

ANNEXURES

**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY ACT NO.
85 OF 1993**

ANNEXURE B: ENVIRONMENTAL MANAGEMENT PLAN