



DR JS MOROKA LOCAL MUNICIPALITY
CONTRACT NO: JSM/W02/26-27W08 &21

TENDER DOCUMENT

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR PHASE 4

PREPARED BY:	PREPARED FOR:
 <p>MBOYANA AND ASSOCIATES ENGINEERS 384 MASODI VILLAGE MOKOPANE SUITE 58, PRIVATE BAG X 2464 MOKOPANE 0600</p> <p>Mr. MK MBOYANA</p> <p>Tel: (015) 004 2801 Fax: (015) 004 0461</p>	 <p style="text-align: center;">EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfilment</p> <p>The Municipal Manager Dr J.S. Moroka Local Municipality</p> <p>P/Bag X 4012 SIYABUSWA 0472</p> <p>Tel: (013) 973 9126/7/8/9 Fax: (013) 973 9132/3</p>

NAME OF BIDDER (BIDDING ENTITY)
(FULL NAME, i.e. (CC, (PTY) LTD,
LTD, JV, SOLE PROPRIETOR etc.)

:

TEL NUMBER

:

FAX NUMBER

:

CSD NO.

:

FAX NUMBER

:

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

R (In figures)

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework of 2022 including other amendments, in terms of which provision is made for this policy.

1. If a tax clearance pin or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required including the sub-contractors schedule of quantities i.e only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.
6. Non-attendance of mandatory/compulsory:
 - o Site inspections or;
 - o Information/Clarification meetings
7. The Bid has not been properly signed by a party having the authority to do so, according to the **example** of “Authority for Signatory”
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors on the company letter head, must be submitted.
9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of HDI Equity and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than (1) one month.
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. Failure to provide:
 - (a) Written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable).

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17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorized signatory.
21. Not signing all pages on the space provided
22. Attach CV of Contracts Manager, Site Agent and Safety Officer
23. Certified copies of Qualification of Contracts Manager (Minimum qualification in Civil Engineering, Site Agent and Safety Officer (Relevant Certificate)
24. Proof of Foreign Qualification approved from SAQA (if applicable)
25. Proof of Employment, letter confirming employment on the company letter head (Contracts Manager, Site Agent and Safety Officer)
26. Proof of relevant working experience for the bidder (copies of appointment letter and completion certificate)
27. Recent 3 years audited financial statement stating that the business is a going concern in line with Municipal Supply Chain Management Regulations are to be submitted.
28. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
29. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment.

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, DR. JS MOROKA LOCAL MUNICIPALITY (DR. JSMLM).
2. BID, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

BIDDER:

DR. JSMLM:

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DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/W02/26-27W08&21

FOR THE **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

.....

Signed by authorized representative of the Bidding Entity DATE

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

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DR. JS MOROKA LOCAL MUNICIPALITY

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FOR THE *REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4*

NB This list of contents indicates the standard sequence for the various parts of the Bid.

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BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
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Witness:		



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

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FOR THE REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOIR PHASE 4

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BIDDER:

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DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

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FOR THE **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOIR PHASE 4**

PART T1 BIDDING PROCEDURES

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BIDDER:

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T1.1 BID NOTICE AND INVITATION TO BID



DR JS MOROKA LOCAL MUNICIPALITY

INVITATION TO CONTRACTORS

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum 7CE or Higher** and are in good standing with the South African Revenue Services for the **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4**

Tender documents will only be available from the **02 JULY 2026** and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R3 516.32. per document** or also obtainable online free of charge and may be downloaded from www.etenders.treasury.gov.za E-Tenders. Only cash or bank guaranteed cheques will be accepted, and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

A Compulsory Site meeting and Inspection will be held on the 07 JULY 2026 at Dr JS Moroka Ga-Phaahla Community Hall at Siyabuswa commencing at 10h00am - 10h30am (According to Municipality's time) after which Tenderers will be taken to site where project's construction will be taking place. Only tenders from Tenderers who attend the above tender meeting and have signed attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked "**Contract No: JSM/W02/26-27W08&21 for REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4**"

Duly completed tenders shall be placed in the tender box situated at the main entrance of Dr JS Moroka Local Municipality at 2601/3 Bongimfundo Street, Siyabuswa. No Fax or Late tenders will be accepted. Tenders will be evaluated on an 90/10-point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework of 2000 including other amendments.

Technical Enquiries: Mr. M Z Skosana on (013) 973 9130; SCM Enquiries: Mr. A Masilela on (013) 9731101 from 07H45 to 16H15 Monday to Friday.

In all cases Tenders shall reach the stipulated address not later than 11h00am on the 03 August 2026 then tenders shall be opened and read in public.

**Ms. MM Mathebela – Municipal Manager
Dr JS Moroka Local Municipality**

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T1.2 BID DATA

The **Standard Conditions of Bid** for Procurements makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa0472
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: THE BID Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	(Compiler: MBOYANA AND ASSOCIATES ENGINEERING The Employer's agent is: Name: Mr MK Mboyana SUITE 58, PRIVATE BAG X2464 MOKOPANE 0600 Telephone: (015) 004 2801 Fax : (015) 004 0461 E-mail: mboyanaengineers@gmail.com

BIDDER:

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Clause number	Data
<p>F.2.1 ELIGIBILITY</p>	<p>Only those 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, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7CE class of construction work, are eligible to have their tenders evaluated up to a maximum of R10.0 million.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 7CE or higher class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory/non-compulsory clarification meeting are: Location: Dr JS Moroka Ga-Phaahla Community Hall Date: 07th of July 2026 at 10h00 am – 10h30 am</p>
<p>F.2.13.2 SUBMITTING A TENDER OFFER</p>	<p>Each tenderer is required to return the complete set of documents as listed in the Tender data with all the required information supplied and completed in all respects.</p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <u>whole original</u> bid document, as issued by the DR. JSMLM, shall be submitted. No copies will be accepted.</p> <p>Bids may only be submitted on the Bid documentation issued by the Dr.JSMLM.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Main Gate Physical address: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472</p> <p>Identification details: Contract Number: “Contract No: JSM/W02/26-27/W08&21 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOIR PHASE 4</p>

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Clause number	Data
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: 11h00 am on the 3rd of August 2026 at Head office DRJSMLM Tender Box Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 90 days
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the inspection of the tenderer's offices if required.
F.2.23 CERTIFICATES	The bidder is required to submit with his bid. (1) a copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and (2) an original Tax Clearance Certificate, issued by the South African Revenue Services (3) a copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa, 0472
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of

BIDDER:

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Clause number	Data
3.9.2	<p>corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
F.3.11 Evaluation OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 90/10-point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the region or regions for which they intend to bid for. 4 The bid document shall be submitted as a whole and shall not be taken apart. 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the DR. JSMLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

BIDDER:

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Annex F (Normative) Standard Conditions of Tender

Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of *SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*

2 Annex E of *SANS 294, Construction Procurement Processes, Procedures and Methods,* and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

- a) comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) 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 quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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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 read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

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

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

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

F.2 Tenderer’s obligations

F.2.1 Eligibility

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.2.2 Cost of tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

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F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employerat 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 totalof 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. Theconditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer 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 in Mack 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 tender document as a single package marking the package as “ORIGINAL”. The 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 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.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



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.2.16.2If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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.2.18.1Provide, 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.2.18.2Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



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 clarification

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.3.2 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 seven 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness:.....



for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

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) 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

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall be corrected and the unit rate shall govern.

- 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.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

Evaluation Criteria

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness:.....



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness:.....



The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.

- a) Empowerment of women
- b) Empowerment of youth
- c) Empowerment of previously disadvantaged communities
- d) BBBEE status level of contribution
- e) Empowerment of business was established in the municipal jurisdiction.
- f) Military veterans in line with Act 18 of 2011

For this Tender, specific goals shall be awarded as follows:

- a) Empowerment of women (5 points)
- b) Empowerment of youth (5 points)

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework of 2022 including other amendments.

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness:.....



- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Empowerment of women	5	N/A		N/A
Empowerment of youth	5	N/A		N/A

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness:.....



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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2.....

Witness:.....



..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE: ADDRESS:

Points will be awarded to the tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

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

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

In the event of a Joint Venture (JV) Tender:

A 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 tender.

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



PLEASE REMEMBER:

- **TO ATTACH A VALID TAX CLEARANCE PIN**
- **IN CASE OF A JOINT VENTURE, THE VALID TAX CLEARANCE PIN OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT**

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/W02/26-27/W08&21

FOR THE *REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4*

PART T2	LIST OF RETURNABLE DOCUMENTS	PAGE(S)
	<i>The bidder must complete the following returnable documents.</i>	
T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.....	30
T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	45
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....	64

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

Bidder:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness:.....



T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS	PAGE(S)
PART T2 LIST OF RETURNABLE DOCUMENTS	
<i>The bidder must complete the following returnable documents.</i>	
FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT	25
FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD.....	32
FORM 2.1.3: STAFFING PROFILE	33
FORM 2.1.4: PROPOSED KEY PERSONNEL	34
FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER.....	35
FORM 2.1.6: FINANCIAL ABILITY TO EXECUTE THE PROJECT.....	36
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FORM 2.1.9: FINANCIAL REFERENCES (not required if CIDB grading applies).....	40
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BIDDER:	DR. JSMLM:		
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM	30
.....	2		
Witness			



FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

The Bidder shall state below what Equipments will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R_____

What is the estimated turnover for your current financial year? R_____

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and turnservices described in this bid, should the contract be awarded to you?

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



FORM 2.1.3 STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



FORM 2.1.4 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICA-TIONS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project Manager						
Other key staff (give designation)						
<u>PROJECT MONITORING</u> Site(s) Supervisors						
Other key staff (give designation)						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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2.....

Witness.....



FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the bid is awarded to you AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): _____

- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a – b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.1.7 AUTHORITY FOR SIGNATORY

All signatories, including sole proprietors, shall confirm their authority by **attaching to the last page of this bid** a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors, as the case may be.

An **example** for “**COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS**” is shown below:

"By resolution of the board of directors passed on *12 February 2025, Mr M W Thomson* has been duly authorised to sign all documents in connection with the Bid for *Contract number 000/2010* and any Contract, which may arise there from on behalf of the Bidding Entity, namely, *NMP (PTY) LTD*"

SIGNED ON BEHALF OF THE BIDDING ENTITY: *B.J. JONES*
 IN HIS CAPACITY AS: *DIRECTOR / PARTNER / MEMBER*
 DATE: *12 February 2025*
 AUTHORISED PERSON’S SIGNATURE: *M W Thomson*
 AS WITNESS: 1. *M.A Ntuli*

An **example** for “**JOINT VENTURES**” is shown below:

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize *Mr. B. BROOK*, authorised signatory of the company “*ABCD (PTY) LTD*”, acting in the capacity of lead partner, to sign all documents in connection with the bid for *Contract number 000/2010* and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
<i>(Lead partner, i.e. “<u><i>ABCD (PTY) LTD</i></u>”)</i>	<i>P.O. Box 111 Springs 1560</i>	Signature : Name : Designation :
<i>Name of 2nd Company</i>	<i>Address of 2nd Company</i>	Signature : Name : Designation :
<i>Name of 3rd Company</i>	<i>Address of 3rd Company</i>	Signature : Name : Designation :

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:
 1.....

 2.....

Initial: DR. JSMLM

Witness.....



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An *example* for “SOLE PROPRIETOR” is shown below:

“I hereby certify that I’m the sole proprietor of the Bidding Entity, namely, “MACADOO” and therefore duly authorised to sign the bidding documents”

SIGNATURE OF SOLE PROPRIETOR: M W Thomson

IN HIS CAPACITY AS: SOLE PROPRIETOR

DATE: 12 February 2025

AUTHORISED PERSON’S SIGNATURE: M W Thomson

AS WITNESS: 1. M A Ntuli

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.1.9 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.1.11 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid

PAGE	DESCRIPTION

BIDDER:

Initial: Authorized signatory/ies:

.....

Witness.....

DR. JSMLM:

1.....

2.....

Initial: DR. JSMLM



FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, **or** a declaration (refer to “Form 2.3.5 – Specific goals”) by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

Definitions in terms of the last mentioned Act.

“designated employer” means-

- a) an employer who employs 50 or more employees;
- b) an employer who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

**“Schedule 4”
 TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/W02/26-27/W08&21

FOR THE *REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4*

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS	PAGE(S)
FORM 2.2.1: CERTIFICATE OF BIDDER’S ATTENDANCE AT THE SITE/ CLARIFICATION MEETING.....	47
FORM 2.2.2: TAX CLEARANCE CERTIFICATE.....	48
FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY REGULATION AUTHORITY	49
FORM 2.2.4 DECLARATION... ..	50
FORM 2.2.5 DECLARATION OF INTEREST.....	51
FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	53

BIDDER:	DR. JSMLM:		
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM	45
.....	2		
Witness			



FORM 2.2.1 COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

1. Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings

Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.

2. Attendance Register

An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register shall immediately after the inspection/briefing be sent to the Bid Office.

3. Confirmation Notes of Inspection/Briefing Sessions

Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.

4. Bid Documents

The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING

This is to certify that I, **(NAME IN PRINT)**..... ,

representative of (Bidder)

.....

of (address)

.....

.....

Telephone number

Fax number

visited and inspected the Site / Attended Clarification Meeting on (date)

in the company of (Engineer/Engineer's Representative)

SIGNATURE OF BIDDER'S REPRESENTATIVE:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.2.2 TAX CLEARANCE CERTIFICATE

A VALID TAX CLEARANCE PIN, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

48

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2.....

Witness.....



FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of registration with the CIDB as a Category **7CE OR HIGHER**.

Or

- Written proof of application to the CIDB for registration as a contractor in the category listed above. Note:
 1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
 2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.2.4 DECLARATION:

I/We, the undersigned:

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

Signed at this day of

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
.....	2	
Witness		



FORM 2.2.5 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

If so, furnish particulars.

.....

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

3.8.1 If so, furnish particulars.

.....

* 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.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: **1**.....

Initial: DR. JSMLM

..... **2**.....

Witness.....



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

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....

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

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidding Entity

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statement for auditing? YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

3. Has any contract been awarded to you by an organ of state during the past five years, Including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

3.1 If yes, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO

4.1 If yes, furnish particulars

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



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

Position

Date

Name of Bidder

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....
2.....

Initial: DR. JSMLM

Witness.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES* CONTRACT NO: *JSM/W02/26-27/W08&21*

FOR THE **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4**

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS	PAGE(S)
FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS	56
FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT.....	57

<u>BIDDER:</u>	<u>DR. JSMLM:</u>		
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM	55
.....	2		
Witness			



FORM 2.3.1

RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

.....

2.....

Witness.....



FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

- 2.3.2.1 PREAMBLE
- 2.3.2.2 DEFINITIONS
- 2.3.2.3 LEGISLATIVE BASE
- 2.3.2.4 SCOPE
- 2.3.2.5 PURPOSE
- 2.3.2.6 OBJECTIVES
- 2.3.2.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS
- 2.3.2.8 ADJUDICATION OF BIDS
- 2.3.2.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.2.10 IMPLEMENTATION FRAMEWORK
- 2.3.2.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.2.12 DISQUALIFICATIONS

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

57

.....

2.....

Witness.....



DR. JS MOROKA LOCAL MUNICIPALITY

BID DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

1. EVALUATION OF TENDERS

Evaluation Criteria

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Providers per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organising and Staffing	25
Plant	15
Experience of Firm	40
Safety, Health, environmental, Risk and quality management plan	20
Sub-Total	100

A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation/The functionality points shall be distributed as follows below:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



Project Manager / Contracts Manager (Maximum points obtainable 10; minimum 2)

Name:

Note: It must be noted that total points of **10** are obtainable. Points will be allocated for the highest academic qualification only. Failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQF7-Degree in Civil Engineering	NO	5	
Academic Qualifications	Diploma in Civil Engineering (NQF 6)	Yes	4	
	Professional Registration (ECOSA) PrEng/ Technologist) or Project Manager	Yes	2	
Sub-total			7	
Experience of in similar projects		Elimination Factor		
Involvement in comparable Civil engineering projects	0	Yes	0	
	1 – 2	Yes	0	
	3 – 4	No	2	
	5 upwards	No	3	
Sub-total			3	
Total			10	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



Site Agent: *(Maximum Points obtainable 5, minimum 2)*

Name:

valuation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Diploma in Civil Engineering (NQF 6)	Yes	2	
Academic Qualifications	No formal Education in Construction	Yes	0	
Sub-total			2	
Years of experience in Civil works	0 - 4	Yes	0	
	4 - 9	No	2	
	10 and above	No	3	
	Sub-total		3	
Total			5	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

Site Foreman: *(Maximum Points obtainable 5; minimum 2)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 10)Form L	N6 in Civil Engineering or Equivalent	No	2	
Academic Qualifications	Matric or (Equivalent to Matric e.g N3)	Yes	1	
Sub-total			2	
Years of experience after qualification in Civil works	0-3	Yes	0	
	4 – 9	No	2	
	10 upwards	No	3	
Sub-total			3	
Total			5	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated.

Safety Officer: (Maximum Points obtainable 5; minimum 2)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Certificate in Occupational Health and Safety (NQF LEVEL 5) or equivalent	Yes	2	
	Professional registration (SACPCMP)	Yes	1	
Sub-total			3	
Years of experience after qualification	0-3	Yes	0	
	4-9	No	1	
	10 upwards	No	2	
Sub-total			2	
Total			5	

Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	10	
Site Agent	5	
Health and Safety Officer	5	
Site Foreman	5	
TOTAL	25	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



PLANT (Maximum Points obtainable 15)

It must be noted that a total points of **15** are obtainable by the Construction Firm in relation to therequirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: proof of ownership of the firm's equipment must be attached and failure to do so will results in forfeiting the plant points	Excavator x1	YES	3	1.5	
	Grader	YES	3	1.5	
	Smooth Hand Roller	YES	3	1.5	
	Water Tanker	YES	3	1.5	
	TLB	YES	2	1	
	Bakkie	YES	1	0.5	
Sub-total			15	7.5	
Total			15	7.5	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



Safety, Health, Risk, Environmental and quality management plan

It must be noted that total points of **20** are obtainable in construction firm in relation to the requirements mentioned on the table below, failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points Obtainable	Points Claimed
	Health and Safety Plan	Yes	5	
	Baseline Risk Assessment	Yes	5	
	Environment Management Plan	Yes	5	
	Quality Management Plan	Yes	5	
Sub-total			20	
Total			20	

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



EXPERIENCE OF FIRM (Maximum Points obtainable 40)

Note: Company’s previous completed projects

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E is not provided, then the bidder shall obtain zero point on the experience of the firm.

Provide proof of the company’s previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (**appointment letters and completion certificates**) with contact details must be attached.

Similar projects for Water and Sanitation projects. (Including vat)-(scope must include Excavation, bedding & Pipe laying)

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects of similar scope completed (Max 4 projects) Undertaken in the last 10 years	Project of similar scope with minimum value R3m – R5M 5points each	Yes	20(Max)	
	Project similar scope with minimum value of R5M – 7M 8points each	Yes	32(Max)	
	Project of similar scope with minimum value of R8m and above- 10points each	Yes	40(Max)	
Sub-Total			40	
TOTAL			40	

TOTAL SCORE: _____/100

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



The score points are distributed as follows:

FOR PRICE:

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	90

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{90 * [1 - (T_s - T_m)]}{T_m}$$

Where: **N_p** = number of tender adjudication points awarded in relation to price
T_s = Tender Sum

10 – POINTS:
10 points will be allocated for specific goals.

In the event of a Joint Venture (JV) Tender:

A 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 tender.

PLEASE REMEMBER:

- TO ATTACH A VALID TAX PIN
- IN CASE OF A JOINT VENTURE, THE VALID TAX PIN OF **EACH PARTNER**, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT
- TO ATTACH A B-BBEE CERTIFICATE

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY



CONTRACT NO: JSM/W02/26-27/W08&21

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



Part C5 : Additional Relevant Documents

- C5.1 Dr JS Moroka Local Municipality Supply Chain Management Policy.
- C5.2 The preferential procurement policy framework of 2022 including other amendments, preferential procurement regulations, 2011 including the following:
- C5.3 JSM health and safety specifications
- C5.4 Guidelines for the Implementation of Labour Intensive Infrastructure projects under the ExpandedPublic Works Programme (EPWP)
- C5.5 Photo Record and site Locality
- C5.6 Tender Drawings
- C5.7 Name Board
- C5.8 Environmental Checklist/ Penalties

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY



CONTRACT NO: JSM/W02/26-27/W08&21

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4

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

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

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

_____ Rand (in words);
 R _____ (in figures),

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

 (Name and address of organisation)

Name and signature of Witness _____

Date _____

<u>BIDDER:</u>	<u>DR. JSMLM:</u>		
Initial: Authorized signatory/ies:	1.....	Initial: DR. JSMLM	69
.....	2.....		
Witness.....			



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 C1 to C4 above. Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder 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. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 CLIENT:

Signature(s) _____

Name(s) _____

Capacity _____

DR. JS MOROKA LOCAL MUNICIPALITY
 (Name and address of organisation) Name

and signature of witness _____

Date _____

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	_____
	Details	_____
2	Subject	_____
	Details	_____
3	Subject	_____
	Details	_____
4	Subject	_____
	Details	_____
5	Subject	_____
	Details	_____
6	Subject	_____
	Details	_____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

 (Name and address of organisation)

Name and signature of Witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

DR JS MOROKA LOCAL MUNICIPALITY
 (Name and address of organisation)

Name and signature of Witness _____

Date _____

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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2.....

Witness.....



C1.2 CONTRACT DATA

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 following Contract Specific Data, Variations and Additional Clauses referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA	
Clause	Data
1.1.1.13	The Defects liability Period is 12 Months .
1.1.1.14	The time for achieving Practical Completion is 14 Months
1.1.1.15	The Name of the Employer is Dr. JS Moroka Local Municipality
1.1.1.26	The Pricing Strategy is Re-measurement Contract.
1.2.1.2	The address of the Employer is: Physical Address: 2601/3 Bongimfundo Street Postal Address: Private bag x 4012, Siyabuswa 0472 Tel No : (013) 973 9126/7 Fax No : (013) 973 9312/3
1.1.1.16	The Name of the Engineer is: Mboyana and Associates Engineers
1.2.1.2	The address of the Engineer is: Physical Address: 384 Masodi Village , Mokopane 0600 Postal Address: Suite 58 , Private Bag x 2464 , Mokopane 0600 E-mail Address: Mboyanaengineers@gmail.com Tel: (015) 004 2801
*3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract : Clause Description 6.3 Variations

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness.....



CONTRACT SPECIFIC DATA	
Clause	Data
5.3.1	The documentation required before commencement with Works execution are : Health and Safety Plan (Refer to Clause 4.3) Initial program (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) All the Provisional Sums items are to subjected to submission of three quotation and approval from the Municipality prior to any appointment.
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1	The non-working days are Sundays. The special non-working days are : (i) South African public holidays; (ii) The year-end break commencing on 15 December and ending on 9 January.
5.12.2.2	Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in Annexure D to the Scope of Works: Extension of time due to abnormal rainfall.
5.13.1	The penalty for failing to complete the works is R5 000/day. Penalties will only be applied for a maximum of 2 months and termination process will take place thereafter.
5.16.3	The latent defect period is 10 years.
6.2.2	Additional retention in lieu of performance guarantee will not apply. The Contractor shall submit the selected security to the Employer before commencement with Works execution.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10%.
6.10.4	The limit of contingencies shall be 5% and shall form part of the contract amount.
6.10.5	The Community Liaison Officer will be on site until the issue of completion certificate.
6.10.6	Labourers shall be paid using the recent labour rate determined by the SA Department of employment and labour.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R250 000.00.
CONTRACT SPECIFIC DATA	
Clause	Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000.00.
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	The determination of disputes shall be in line with the General Conditions of Contract for Construction Work (GCC), 3 rd Edition, 2015.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



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 : Physical address: _____ Postal address : _____ E-mail address : _____ Fax : _____														
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i></th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum</td> <td>Not applicable</td> </tr> <tr> <td>Deductions of 10% security from payment claims/ Work done</td> <td>Not applicable</td> </tr> <tr> <td>Performance guarantee of 10 % of the Contract</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of the Works.</td> <td>Not applicable</td> </tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td>Not applicable</td> </tr> <tr> <td>Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td>Not applicable</td> </tr> </tbody> </table>	Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum	Not applicable	Deductions of 10% security from payment claims/ Work done	Not applicable	Performance guarantee of 10 % of the Contract		Retention of 10% of the value of the Works.	Not applicable	Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable	Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable
Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"														
Cash deposit of 10% of the Contract Sum	Not applicable														
Deductions of 10% security from payment claims/ Work done	Not applicable														
Performance guarantee of 10 % of the Contract															
Retention of 10% of the value of the Works.	Not applicable														
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable														
Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable														
6.5.1.2.3	The _____ percentage allowance to cover _____ overhead charges is														
6.8.3	<p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of special material</th> <th>Unit</th> <th>Rate or price</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Type of special material	Unit	Rate or price	_____	_____	_____								
Type of special material	Unit	Rate or price													
_____	_____	_____													

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



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

PRO FORMA

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: _____

“Engineer” means: _____

“Works” means: _____

“Site” means: _____

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

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

Amount in words: _____

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

Amount in words: _____

“Expiry Date” means: _____

CONTRACT DETAILS

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

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at : _____

Date : _____

Guarantor's signatory (1) _ Capacity _____

_____ Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) __ Witness signatory (2) _____

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



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

PRO FORMA

ADJUDICATION BOARD MEMBER AGREEMENT

Please note that words in italics within brackets are items which should be stated.

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

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

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling :
 - a. A monthly retainer of *(amount)* for *(number)* of months, and/or
 - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. A hourly fee of *(amount)*, and/or

BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
.....	2	
Witness		



d. A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Latepayment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature : _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

** Delete the inapplicable party*

BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
.....	2	
Witness		



C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____
 on this the _____ day of _____ in the year _____

between **THE DR. JS MOROKA LOCAL MUNICIPALITY** (hereinafter called "**the Employer**") of the one part,

herein represented by

in his capacity as _____

and

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

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz **CONTRACT NO: JSM/W02/26-27/W08&21**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer 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 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9 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;

BIDDER:	DR. JSMLM:
Initial: Authorized signatory/ies:	Initial: DR. JSMLM
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Witness.....



- (iii) Section 37 : Acts or omissions by employees or mandataries, 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 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 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:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1
NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1
NAME (IN CAPITALS)

BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
.....	2	

Witness.....



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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____20.....,

Mr/Ms _____ whose signature

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

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1

NAME (IN CAPITALS)

BIDDER:

Initial: Authorized signatory/ies:

DR. JSMLM:

1.....
2.....

Initial: DR. JSMLM

Witness.....



DR JS MOROKA LOCAL MUNICIPALITY



CONTRACT NO: JSM/W02/26-27/W08&21

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4

C2 PRICING DATA

C2.1 Pricing Instructions C2.2

Bill of Quantities

BIDDER:

Initial: Authorized signatory/ies:

DR. JSMLM:

1.....
2.....

Initial: DR. JSMLM

Witness.....



DR JS MOROKA LOCAL MUNICIPALITY



CONTRACT NO: JSM/W02/26-27/W08&21

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOR PHASE 4

C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule 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 applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction

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Witness.....



of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

BIDDER:	DR. JSMLM:	
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Witness		



DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/W02/26-27/W08&21:
 REPLACEMENT OF ASBESTOS BULKLINE FROM WATER TREATMENT PLANT TO
 BLOEDFONTEIN RESERVOIR PHASE 4**

C2.2 BILL OF QUANTITIES

BIDDER:	DR. JSMLM:	
Initial: Authorized signatory/ies:	1	Initial: DR. JSMLM
.....	2	
Witness		



Dr JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS
SECTION 1: PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.1	PSA 8.3	FIXED CHARGE AND VALUE RELATED ITEMS: <i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
1,1		Contractual Requirements:				
1.1.1	PSA 8.3.1	Fixed charge contractual requirements.	Sum			
1.1.2	PSA 8.3.1	Value related contractual requirements.	Sum			
1,2		Facilities for Engineer:				
1.2.1	PSA 8.3.2.1 a	Furnished office	Sum			
1.2.2	PSA 8.3.2.1 b	Telephone	Sum			
1.2.3	PSA 8.3.2.1 c	Name board	No	2,00		
1,3		Facilities for Contractor:				
1.3.1	PSA 8.3.2.2 a	Offices and storage sheds	Sum			
1.3.2	PSA 8.3.2.2 b	Workshops	Sum			Rate Only
1.3.3	PSA 8.3.2.2 c	Laboratories	Sum			Rate Only
1.3.4	PSA 8.3.2.2 d	Living accommodation	Sum			
1.3.5	PSA 8.3.2.2 e	Ablution and latrine facilities	Sum			
1.3.6	PSA 8.3.2.2 f	Tools and equipment	Sum			
1.3.7	PSA 8.3.2.2 g	Water supplies, electric power and communications	Sum			
1.3.8	PSA 8.3.2.2 h	Dealing with water	Sum			
1.3.9	PSA 8.3.2.2 i	Access	Sum			
1.3.10	PSA 8.3.2.2 j	Plant	Sum			
1.3.11	PSA 14.2 a	Materials on site storage and protection.	Sum			
1.3.12	PSA 14.2 b	Accommodation of traffic.	Sum			
1,4	PSA 8.3.3	Other Fixed Charge Obligations:	Sum			
1,5	PSA 8.3.4	Removal of Site Establishment:	Sum			
1,6	PS A 8.5	Sum Stated Provisionally by Engineer				
1.6.1		Compilation of Enviromental Management Plan	P Sum		80 000,00	80 000,00
1.6.2		Occupation Health and Safety				
1.6.2.1	PS A 8.3.5.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act contractual Regulations	Sum			
1.6.2.2	PS A 8.3.5.2	Occupational,health and Safety act	Sum			
1.6.2.3		Medicals (entry and exit)	No	30,00		
		Overheads, charges and profit on item 1.6.1.1 + 1.6.1.2 + 1.6.1.3	%	0,00	10%	
TOTAL SCHEDULE A - SECTION 1 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 2: PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.2		TIME RELATED ITEMS: <i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
2,1		Contractual Requirements:				
2.1.1	8.4.1	Time related contractual requirements.	Month	14,00		
2,2		Facilities for Engineer:				
2.2.1	PS A 8.4.2.1 a	Furnished office	Month	14,00		
2.2.2	PS A 8.4.2.1 a	Telephone	Month	14,00		
2.2.3	PS A 8.4.2.1 c	Name board(1 No)	Month	14,00		
2,3		Facilities for Contractor:				
2.3.1	PS A 8.4.2.2 a	Offices and storage sheds.	Month	14,00		
2.3.2	PS A 8.4.2.2 b	Workshops.	Month	14,00		
2.3.3	PS A 8.4.2.2 c	Laboratories.	Month	14,00		
2.3.4	PS A 8.4.2.2 d	Living accommodation.	Month	14,00		
2.3.5	PS A 8.4.2.2 e	Ablution and latrine facilities.	Month	14,00		
2.3.6	PS A 8.4.2.2 f	Tools and equipment.	Month	14,00		
2.3.7	PS A 8.4.2.2 g	Water supplies, electric power and communications.	Month	14,00		
2.3.8	PS A 8.4.2.2 h	Dealing with water.	Month	14,00		
2.3.9	PS A 8.4.2.2 i	Access.	Month	14,00		
2.3.10	PS A 8.4.2.2 j	Plant.	Month	14,00		
2,4	PS A 8.4.3	Supervision for Duration of the Contract:	Month	14,00		
2,5	PS A 8.4.4	Overhead Costs for the Duration of the Contract:	Month	14,00		
2,6	PS A 8.4.5	Other Time Related Obligations:	Month	14,00		
2,7	PSA 8.5	Environmental Management:	Month	14,00		
2,8	PSA 8.5	Occupational Health and Safety	Month	14,00		
TOTAL SCHEDULE A - SECTION 2 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE A : PRELIMINARY AND GENERAL OBLIGATIONS
 SECTION 3 : PRELIMINARY AND GENERAL – PROVISIONAL SUMS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.3		PROVISIONAL SUMS: <i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
3,1		Community Liaison Officer:				
3.1.1	PS A 8.5 (a)1	Provision for the employment of CLO.	Prov. Sum			119000,00
3.1.2		Overheads, charges and profit on item 3.1.1.	%	119 000,00		
3,2		PSC Attendance at Site Meeting:				
3.2.1	PS A 8.5 (a)2	Provision for the attendance of PSC members.	Prov. Sum			60000,00
3.2.2		Overheads, charges and profit on item 3.2.1.	%	60 000,00		
8,8		Temporary Works				
3,4		Existing Services:				
3.4.1	PS A 8.8.4	a) Provision for relocation/protection of existing services.	Prov. Sum			650000,00
3.4.2	PS A 8.8.4	b)Overheads, charges and profit on item 3.4.1.	%	650 000,00		
3,5	8.5 b	Routine Tests required by Engineer:				
3.5.1	PSA 14.5 i	Provision for routine tests.	Prov. Sum			180000,00
3.5.2	PSA 14.5 j	Overheads, charges and profit on item 3.5.1.	%	180 000,00		
3,6	PS A 8.5 b	Removal and disposal of existing 400 mm diameter asbestos pipes	m	0		
3,7		ENVIRONMENTAL MANAGEMENT				
3.7.1		Environmental management and compliance by a specialist Environmental consultant	Prov Sum			760800,00
3.7.2		Overheads, charges and profit on item 3.7.1.	%	760 800,00		
3,8		Occupation Health and Safety				
3.8.1		Occupational health and safety compliance and enforcement by an OHS consultant	Prov. Sum			640000,00
3.8.2		Overheads, charges and profit on item 3.8.1.	%	640 000,00		
TOTAL SCHEDULE A - SECTION 3 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

1.....

Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS
 SECTION 4: PRELIMINARY AND GENERAL - PRIME COST SUMS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.4		PRIME COST ITEMS: <i>(As specified in SABS 1200 AB and the Project Specifications.)</i>				
4,1	PSA 8.6	Phone for Engineer's Site Staff:				
4.1.1	PSA 8.6	a) Provision for a Laptop and data charges.	PC Sum			90 000,00
4.1.2	PSA 8.6	b) Provision for a phone and call charges.	PC Sum			50 000,00
4,1,3		c) Hotel accommodation	PC Sum			450 000,00
4.1.4	PSA 8.6	b) Overheads, charges and profit on item 4.1.1, 4,1,2 & 4,1,3	%	590 000,00		
		-				
		-				
		-				
TOTAL SCHEDULE A - SECTION 4 CARRIED TO SUMMARY:						

BIDDER:

Initial: Authorized signatory/ies:

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Witness.....

DR. JSMLM:

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Initial: DR. JSMLM



Dr JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 1: EARTHWORKS FOR PIPE TRENCHES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C.1		SITE CLEARANCE <i>(As specified in SABS 1200 C and the Project Specifications.)</i>				
1,1		Site Clearance:				
1.1.1	PSC 8.2.1	Clear vegetation, 10000 mm wide. (Provisional)	m	3 988		
1.1.2	PSC 8.2.2	Clear trees of girth over 1.0 m.	No.	38		
1.1.3	PSC 8.2.4	Clear and shape roads and side drains.	m ²			Rate Only
1.1.4	PSC 8.2.8	Demolish existing concrete.	m ³			Rate Only
1.1.5	PSC 8.2.10	Remove 150 mm topsoil, 800 mm wide.	m ²			Rate Only
SUB-TOTAL SCHEDULE B - SECTION 1 CARRIED FORWARD:						0,00

BIDDER:

Initial: Authorized signatory/ies:

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Witness.....

DR. JSMLM:

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Initial: DR. JSMLM



**DR JS MOROKA LOCAL MUNICIPALITY
 SCHEDULE OF QUANTITIES:
 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR**

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 5: PRELIMINARY AND GENERAL - DAYWORKS

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.5		DAYWORK: <i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
5,1	PS A8.7	Labour - Normal Working Hours: [Provisional]				
5.1.1		Skilled Labour (Artisan).	hr			Rate Only
5.1.2		Semi-skilled Labour.	hr			Rate Only
5.1.3		Unskilled Labour.	hr			Rate Only
5.1.4		Foreman.	hr			Rate Only
5.1.5		Extra-over rate for items 5.1.1 to 5.1.4 for work during non working hours.	%			Rate Only
5,2	8,7	Plant - Heavy Equipment: [Provisional] <i>(Plant shall not be more than 3 years old or have more than 3000 hrs logged. Operator to be qualified and competency certified.)</i>				
5.2.1		Excavator - Size Cat 225.	hr			Rate Only
5.2.2		Excavator - TLB.	hr			Rate Only
5.2.3		Grader 140G or similar.	hr			Rate Only
5.2.4		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr			Rate Only
5.2.5		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr			Rate Only
5.2.6		Tip truck - 5 m ³ capacity.	hr			Rate Only
5.2.7		Tip truck - 10 m ³ capacity.	hr			Rate Only
5.2.8		Vibratory compaction roller - 13.5 ton.	hr			Rate Only
5.3.9		Transport cost per any unit of plant to deliver to site and remove from site for items 5.3.1 to 5.3.8	Sum			Rate Only
5,3	8,7	Plant - Small Equipment: [Provisional]				
5.3.1		Pedestrian roller - BW90 or similar.	hr			Rate Only
5.3.2		Vibratory plate compactor.	hr			Rate Only
5.3.3		Vibratory rammer.	hr			Rate Only
5.3.4		Transport cost per any unit of plant to deliver to site and remove from site for items 5.4.1 to 5.4.3.	Sum			Rate Only
TOTAL SCHEDULE A - SECTION 5 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY
SCHEDULE OF QUANTITIES:
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS
SECTION 1: EARTHWORKS FOR PIPE TRENCHES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
DB.1		EARTHWORKS: PIPE TRANCHES <i>(As specified in SABS 1200 DB and the Project Specifications.)</i>				
1,1	PSDB 8.3.2	Excavation				
1.1.1		a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material.	m ³	12 961		
1.1.2		b) 1. Extra-over items 1.2.1 for excavation in intermediate material.	m ³	5 184		
1.1.3		b) 2. Excavate in all materials for trench depths up to 1000 mm, 800 mm wide.(Hard Excavation).	m ³	10 369		
1.1.4		b) 3. Extra-over items 1.2.2 for hand excavation and backfill where ordered by engineer.	m ³	2 592		
1.1.5		c) Spoil unsuitable backfill material.	m ³	12 961		
1,2	PSDB 8.3.2 d	Excavation using Labour Intensive Methods:				
1.2.1		Extra-over Item 1.2.1 for excavation in soft material using labour intensive methods.	m ³	5 184		
1.2.2		Extra-over Item 1.2.2 for excavation in soft material using labour intensive methods.	m ³			Rate Only
1.2.3		Extra-over Item 1.2.3 for excavation in soft material using labour intensive methods.	m ³			Rate Only
1.2.4		Extra-over Item 1.2.4 for excavation in intermediate material using labour intensive methods.	m ³	2 592		
1.2.5		Extra-over Item 1.2.6 for excavate and dispose of unsuitable material using labour intensive methods.	m ³			Rate Only
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

BIDDER:

Initial: Authorized signatory/ies:

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DR. JSMLM:

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Initial: DR. JSMLM

Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 1: EARTHWORKS FOR PIPE TRENCHES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE DB - SECTION 1 BROUGHT FORWARD:						
DB.2		EARTHWORKS: (Continues) <i>(As specified in SABS 1200 DB and the Project Specifications.)</i>				
2,1	PSDB 8.3.2	Backfill and Compaction:				
2.1.1		Backfill and compact trenches using labour intensive methods.	m ³	2 950,99		
2.1.2		Dispose of surplus excavated material.	m ³	200,00		Rate Only
2,2	PSDB 8.3.3	Excavation Ancillaries;				
2.2.1	PSDB 8.3.3.1	Make up deficiency in backfill material (Provisional)				
2.2.1.1		(a) from other necessary excavations on site.	m ³	680,00		
2.2.1.2		(b) Import from designated borrow pits.	m ³	10 368,80		
2.2.1.3		(c) importing from commercial or off site source selected by the contractor.	m	394,80		
2.2.2	PSDB 8.3.3.2	Opening and closing designated borrow pits.	Prov. Sum	1,00		
2.2.2.1	PSDB 8.3.3.3	Compaction within road reserve to 90 % of Modified AASHTO density clause 5.7.1.	m ³			Rate Only
2.2.3	PSDB 8.3.3.4	Overhaul:				
2.2.3.1		b) Overhaul in excess of the free-haul of 3.0 km.	m ³ -km	207 376,00		
2,3	PSDB 8.3.5	Existing Services:				
2.3.1		a) Services that intersect a trench.	No.			Rate Only
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies:

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Initial: DR. JSMLM

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Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 1: EARTHWORKS FOR PIPE TRENCHES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE DB - SECTION 1 BROUGHT FORWARD:						
2,4		SUBSIOL DRAIN				
		Natural permeable material in subsoil drainage systems (crushed stone):				
2,4,1		a) Crushed stone obtained from commercial sources:				
2,4,1,1		(i) Fine grade	m ³	120,00		
2,4,1,1		(ii) Coarse grade	m ³	45,00		
2,5		Pipes in subsoil drainage systems:				
2,5,1		b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings:				
2,5,1,1		(i) 160 mm internal dia, perforated or slotted	m	160		
2,6		Synthetic-fibre filter fabric (Grade 2)	m ²	400		
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

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2.....

Witness.....



DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 2: PIPE BEDDING

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
LB		BEDDING: <i>(As specified in SABS 1200 LB and the Project Specifications.)</i>				
2,1	PSLB 8.2.1	Provision of Bedding from Trench Excavations: <i>(Bedding to be Class C for flexible pipes as indicated in the contract drawings)</i>				
2.1.1		a) Provision of bedding from pipe trench excavation within 1.0 km, using selected granular material.	m ³	2 689,25		
2.1.2		b) Provision of bedding from pipe trench excavation within 1.0 km, using selected fill material.	m ³	500,00		
2,2	PSLB 8.2.2	Imported Bedding Material: <i>(Bedding to be Class C for flexible pipes as indicated in the contract drawings)</i>				
2.2.1		a) Provision of bedding imported from designated borrow pit using selected granular material.	m ³	1 613,55		
2.2.2		b) Provision of bedding imported from designated borrow pit using selected fill material.	m ³	300,00		
2,4	PSLB 8.2.5	Overhaul:				
2.4.1		a) Overhaul of material for bedding from trench excavations. Free-haul distance is 1.0 km.	m ³ -km	10 000,00		
2.4.2		b) Overhaul of material for bedding from designated borrow pit. Free-haul distance is 5.0 km.	m ³ -km	0,00		
		-				
		-				
TOTAL SCHEDULE B - SECTION 2 CARRIED TO SUMMARY:						

BIDDER:

DR. JSMLM:

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DR JS MOROKA LOCAL MUNICIPALITY

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 3: MEDIUM PRESSURE PIPELINES AND ANCILLARIES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
L		HIGH PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3,1	8.2.1	Supply, Lay and Join HDPE Pipes Complete with Couplings, Welding, Bolt and nuts, etc. <i>(The rates shall include disinfecting of pipes after completion of hydraulic pipe test.)</i>				
3.1.1		400 mm PE 100 PN20 HDPE pressure pipes with flange joints	m	3 988,00		
3,2	PSL 8.2.2	Fittings and Specials - HDPE Flanged Bends: <i>(Extra-over rate to Items 3.1.1 to 3.1.6.)</i>				
3.2.1		400 mmØ HDPE PN 20:				
3.2.1.1		HDPE bends less than 11,25 degree angle.	No.	8,00		
3.2.1.2		HDPE bends with 45 degree angle.	No.	2,00		
3.2.1.3		HDPE bends with 90 degree angle.	No.	6,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

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SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS

SECTION 3: MEDIUM PRESSURE PIPELINES AND ANCILLARIES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3,4	PSL 8.2.2	Specials and Fittings - HDPE End Caps:				
3.4.1		400 mm dia.	No.			Rate Only
3,5	PSL 8.2.2	Specials and Fittings - Flange Adaptors: <i>(Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flange drilled to SABS 1123, Table 16.)</i>				
3.5.1		400 mm dia.	No.	2,00		Rate Only
3,6	PSL 8.2.3	Specials and Fittings - HDPE Reducers: <i>(Bitumen dipped, spigot and socket and socketed cast iron reducers all to SABS 546 and SABS 966.)</i>				
3.6.2		400 mm x 300 mm dia. [PN 20]	No.	15,00		Rate Only
3,7		Specials and Fittings - Cast Iron Scour Tees: <i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 400 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.7.1		400 mm dia.	No.	4,00		
3,8		Specials and Fittings - Elbows: <i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 400 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.8.1		400 mm dia.	No.	4,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

BIDDER:

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**DR JS MOROKA LOCAL MUNICIPALITY
 SCHEDULE OF QUANTITIES:
 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN
 RESEVOIR**

**SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS
 SECTION 3: MEDIUM PRESSURE PIPELINES AND ANCILLARIES**

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3,9	PSL 8.2.5	SPECIAL AND FITTINGS - VALVES:				
3.9.1		Specials and Fittings - Air Valve: <i>(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 80 mm gate valve) as seen in drawings attached</i>				
3.9.1.1		400 mm ø Air Valve	No.	9		
3.9.2		Specials and Fittings - Scour Valve: <i>(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 80 mm gate valve)</i>				
3.9.2.1		400 mm ø	No.	2,00		
3.9.3		Check Valves <i>Supply, joint, test Bernad Check Valves complete as seen in attached drawing:</i>				
3.9.3.1		400mm dia. 20bar rating (model 820F)	No.	2,00		
3.9.4		FLOW METER <i>Electronic Flow meter &(Tokyo Keiki and Transducer)</i>				
3.9.4.1			No.	2,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

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DR JS MOROKA LOCAL MUNICIPALITY
SCHEDULE OF QUANTITIES:
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS
 SECTION 3: MEDIUM PRESSURE PIPELINES AND
 ANCILLARIES

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
4,00	8.2.5	Pipe Specials - Galvanised:				
4,2		100 mm dia air valve chamber vent as per details.	No.	14,00		
3,11	PSL 8.2.11	Thrust Blocks:				
3.11.1		Concrete volume < 0,5m ³	No.			Rate only
3.11.2		Concrete volume 0,5m ³ - 1	No.			
3.11.3		Concrete volume > 1 m ³	No.	8		
		Concrete pipe line markers as per details.	No.	14		
3,12	PSL 8.2.13	Valve Chambers:				
3.12.1		Valve chamber - As per detail complete including excavation, materials, plant, labour and incidentals, as per detail drawings.	No.	9,00		
3.12.2		Extra-over Item 3.15.1 for depth increments of 250 mm.	No.	9,00		
3.12.3		Valve covers with magnectic locking device and a set of keys	No.	20,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

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DR JS MOROKA LOCAL MUNICIPALITY
SCHEDULE OF QUANTITIES:
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN
RESEVOIR

SCHEDULE PME: WATER SUPPLY AND NETWORK DISTRIBUTION WORKS						
SECTION 10: ANCILLARY WATER SUPPLY WORKS						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
		STRUCTURED TRAINING (SCHEDULE D)				
PSC2.1		Provision for accredited training	Prov Sum	-		R 450 000,00
		(c) Handling cost and profit in respect of item C2.1	%	450 000		
		(d) Training venue (Only if required)	Lump Sum	-	R 15 000,00	R 15 000,00
TOTAL SCHEDULE (D) CARRIED TO SUMMARY						

BIDDER: **DR. JSMLM:**

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SUMMARY SCHEDULE OF QUANTITIES		REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR PHASE 4
SCHEDULE	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - PROVISIONAL SUMS	
A	PRELIMINARY AND GENERAL - PRIME COST SUMS	
A	PRELIMINARY AND GENERAL – DAYWORK	Rate Only
C	SITE CLEARANCE	
DB	EARTHWORKS FOR PIPE TRENCHES	
LB	PIPE BEDDING	
L	HIGH PRESSURE PIPELINES AND ANCILLARIES	
	STRUCTURED TRAINING	
SUB-TOTAL:		
ESCALLATION @2,5%		
SUB-TOTAL: A		
CONTINGENCIES@ 2,5%:		
SUB-TOTAL: B		
VAT @ 15%		R -
TOTAL CONSTRUCTION COST		R -

BIDDER:

Initial: Authorized signatory/ies:

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**CONTRACT NO: JSM/W02/26-27/W08&21:
 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN
 RESERVOIR PHASE 4**

TOTAL CARRIED FORWARD TO FORM OF OFFER	
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BIDDER:

Initial: Authorized signatory/ies:

Witness.....

DR. JSMLM:

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**CONTRACT NO: JSM/W02/26-27/W08&21:
 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER
 TREATMENT PLANT TO BLOEDFONTEIN
 RESERVOIR PHASE 4**

PART C3 SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

- C3.1.1 Employer's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 Employer's Design
- C3.2.3 Contractor's Design
- C3.2.4 Drawings
- C3.2.5 Design procedure

C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
- C3.3.2 Subcontracting

C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing services

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C3.4.3 HEALTH AND SAFETY

- C3.4.3.1 Requirements Of The Occupational Health And Safety Act Regulations
- C3.4.3.2 Environmental Management Plan
- C3.4.3.3 Provision Of Structured Training
- C3.4.3.4 Requirements Of Extend Public Works Programme
- C3.4.3.5 Hiv /Aids Requirements

C3.5 MANAGEMENT OF THE WORKS

- C3.5.1 Generic Specification

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STATUS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour-intensive methods where possible.

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive Specification⁽¹⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 OVERVIEW OF THE WORKS

The project entails **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR PHASE 4**

The scope of work will include:

1. 3.96km HDPE 400 diameter pipeline
2. 9 air valve chambers
3. 3 check valves
4. 1 X connection to existing network

C3.1.3 EXTENT OF WORKS

REPLACEMENT OF ABESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR PHASE 4 will be as follows:

- Earthworks
- Bedding
- Pipe laying
- Blanket
- Backfilling
- Pressure testing
- Concrete works
- Replacement of air valves and non-return valves

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C3.1.4 LOCATION OF THE WORKS

The replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir. The current project is from ward 8(Mthambothini) up to ward 20(Bloedfontein) under Dr JS Moroka Local Municipality in the Nkangala District Municipality of Mpumalanga Province. The GPS co-ordinates are as follows:

Weltevreden Water treatment plant	25° 6'57.85"S	28°59'14.92"E
Bloedfontein Reservoir	25° 2'27.57"S	28°57'15.04"E

C3.1.5 TEMPORARY WORKS

Bypass route will be provided to accommodate traffic during Construction.

C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

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

C3.2.2 EMPLOYER'S DESIGN

- (a) Works as described in scope of works above

C3.2.3 CONTRACTOR'S DESIGN

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

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C3.2.4 DRAWINGS

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

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

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

The Drawings prepared by the Employed for the permanent Works are listed below. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

DRAWING NO.	REV	DRAWING DESCRIPTION
	A	LOCALITY PLAN
DJS/L/01	A	LAYOUT DRAWING
DJS/D/01	A	DETAILS OF AIR VALVE
DJS/D/02	A	DETAILS OF CHECK VALVE

C3.2.5 DESIGN PROCEDURES

- interfaces with existing structures, plant etc;
- any temporary works requirements, if any, e.g. specialized items of equipment;
- design integration before and during construction;
- procedures for all necessary approvals;
- special procedures e.g. environmental;
- design change procedures, and
- record keeping and tracking of documents.

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C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The preferential procurement will be in accordance with the *Preferential Procurement Policy Framework of 2022 including other amendments* and the *Preferential Procurement Regulations 2001*.

Preference points will be awarded for the targeting of local resources in accordance with the resource specification for the Implementation of Targeted Construction Procurement **SOUTH AFRICA NATIONAL STANDARDS (SANS)**

C3.3.1.2 Resource standard pertaining to targeted procurement

1914-4: 2002: Participation of Targeted Enterprises and Targeted Labour, issued by the South African Bureau of Standards.

Tender evaluation points for preferences is scored in relation to the extent to which the tenderer commits himself/herself to the employment of targeted labour or engaging targeted enterprises in the execution of the contract as reflected in the tendered Contract Participation Goal.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works and specialised works

Mandatory

- The reallocation of specialise services such as Telkom, Eskom cables

Local

- Concrete works

C3.3.2.2 Preferred subcontractors/suppliers

There will be no preferred specific supplier/subcontractor on this project.

C3.3.2.3 Subcontracting procedures

The names of all proposed Sub-contractors to be employed by the Contractor must be submitted to the Engineer and the client for approval before they are engaged in any activities on site. Approved subcontractors shall not further subcontract work subcontracted to them. Subcontractors should not communicate directly to the Engineer but via the main Contractor. The sub-contractor and contractor shall make use of CLO for sourcing local labour from the local community

C3.3.2.4 Attendance on subcontractors

Experience Local Contractors will be engaged for the implementation of this project. The Local Sub contractors will be developed without sacrificing the quality of work.

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C3.3.2.5 MINIMUM WAGE

C3.3.2.5.1 Requirements

The minimum requirements wage rate for an unskilled Labourer should be **R30.23** /hour

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which the civil works in this contract is based are **Standards South Africa's Standardized Specifications for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

- SANS 1200 AA 1986: GENERAL
- SANS 1200 AB 1986: ENGINEER'S OFFICE
- SANS 1200 C 1980: SITE CLEARANCE (amended 1982)
- SANS 1200 DA 1988: EARTHWORKS (SMALL WORKS) (amended 1990)
- SANS 1200 DB 1989: EARTHWORKS (PIPE TRENCHES) (amended 1990)
- SANS 1200 GA 1982: CONCRETE (SMALL WORKS)
- SANS 1200 HA 1990: STRUCTURAL STEELWORK (SUNDRY ITEMS)
- SANS 1200 L 1983: HIGH-PRESSURE PIPELINES
- SANS 1200 LB 1983: BEDDING (PIPES)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

- SANS 1921 (2004): Construction and Management Requirements for Works Contracts
 - Part 1: General Engineering and Construction Works; and
 - Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

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C3.4.2 VARIATIONS TO STANDARDIZED PROJECT SPECIFICATIONS

C3.4.2.1 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications. In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications refers to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications

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Standard specifications that are applicable to this contract can be seen below. Variations to these standard specifications can be seen in the following section:

- SANS 1200 AA 1986: GENERAL
- SANS 1200 AB 1986:ENGINEER’S OFFICE
- SANS 1200 C 1980: SITE CLEARANCE (amended 1982)
- SANS 1200 DA 1988: EARTHWORKS (SMALL WORKS) (amended 1990)
- SANS 1200 DB 1989: EARTHWORKS (PIPE TRENCHES) (amended 1990)
- SANS 1200 GA 1982: CONCRETE (SMALL WORKS)
- SANS 1200 HA 1990: STRUCTURAL STEELWORK (SUNDRY ITEMS)
- SANS 1200 L 1983 HIGH-PRESSURE PIPELINES
- SANS 1200 LB 1983: BEDDING (PIPES)

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VARIATIONS AND ADDITIONS TO REQUIREMENTS OF STANDARD SPECIFICATIONS

CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1303 PAYMENT

Add the following at the end of Item 13.01(1).

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Add the following new pay item:-

Item	Unit
B13.01(a) Services for Community Liaison Officer The CLO will be paid R7000/pm . Contractor will only claim Handling fee under item B13.01 (b)	Prov Sum
B13.01(b) Handling cost and profit in respect of sub-items B13.01(a)	%
B13.02 Training:	
(a) Provisional sum for training allowance to targeted labour undergoing training	Prov Sum
(i) Technical Skills	
(ii) Generic Skills	
(iii) Entrepreneurial skills	
(iv) Remuneration of labours undergoing technical skills training.	
(v) Training Venue	
<p>Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training. Contractor will claim handling fee under item B13.02 (b)</p>	
(b) Contractors handling costs, profit and all other charges in respect of sub-item B13.02 (a)	%
B13.04 Relocation and/or protection of existing services:	Prov Sum
(a) By the contractor	

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Payment of the item will be based on actual time of personnel

and equipment to carry out the required relocation and/or protection of services. Any materials to be used must be approved by the Engineer on site.

(b) By the service provider

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b) %

B13.05 Information Board
Supply, transport to site and erect contract signboard as indicated on drawing Number (No.)

BIDDER:

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PSA GENERAL (SANS 1200 A)

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5.1 General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-5.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-5.3 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-5.5 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

PS-5.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

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PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-5.6 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-5.8 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Sanitation on Site

The contractor is to supply adequate toilet facilities on site for the use of his staff and visitors to the site. This toilet shall either be a VIP latrine with adequate superstructure and pedestal, or a chemical toilet. In the latter case arrangements are to be made for the regular emptying of the toilet and disposal thereof at the Lebowakgomo sewerage works. All toilets are to be removed from site on completion of the contract, and holes to be carefully backfilled and the area left neat and tidy. The contractor is to make separate arrangements for the collection and disposal of solid waste from the site.

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PS-5.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefor in specific items.

PS-5.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PSAB ENGINEER'S OFFICE

PSAB-3 MATERIALS

PSAB-3.1 Nameboards

The layout of the required nameboards shall be as detailed on the drawing. The nameboards shall be manufactured to specifications in the drawing and erected at positions as instructed by the Engineer.

PSAB-3.2 Office building(s)

The contractor shall provide and furnish one office for the use of the Engineer and the LDO/CLO.

PSAB-4 PLANT

PSAB-4.2 Equipment (Additional Clause)

The Contractor shall provide the following equipment on site for the full duration of the contract, for the exclusive use of the Engineer.

- 1 Automatic level and levelling staff.
- 1 Measuring wheel.
- 1 Measuring tape of 50m length.
- 1 DCP (Dynamic Cone Penetrometers).

All equipment may be shared by arrangement between the Contractor and the Engineer's representative. The Contractor shall insure the equipment against any loss, damage or theft and he shall indemnify the Engineer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

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PSC SITE CLEARANCE

PSC-3 MATERIALS

PSC-3.1 Disposal of material

Materials arising from clearing and grubbing shall be disposed on a site to be found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer but shall be cut and stocked at areas designated by the Engineer.

PSC-5 CONSTRUCTION

PSC-5.2 **Cutting of trees**

PSC-5.2.3 Preservation of trees

PSC-5.2.3.1 General

The penalty in respect of every individual tree, designated, as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the works are to be constructed or within areas that the Contractor must occupy for the proper construction of the works will not be designated for preservation.

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SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following :

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

B1502 GENERAL REQUIREMENTS

(a) **Safety**

Add to Sub-clause 1502(a) the following :

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

(b) **Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following :

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 1.5 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

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Traffic Safety Officer

Add to Sub-clause 1502(i) the following :

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

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Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) **Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) **Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all

work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

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(l) **Access to work area**

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) **Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of Clause 1503 with the following :

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following :

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

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(b) Road signs and barricades

Add to Sub-clause 1503(b) the following :

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.03.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelisation devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

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(e) **Warning devices**

Add to Sub-clause 1503(e) the following :

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503 :

(g) **Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

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The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with two jackets. Payment for Engineer’s jackets will be as indicated in item B15.14 in the bill of quantities.

B1513 ACCOMMODATION OF TRAFFIC

Amend Clause 1513 as follows :

In the third line of the third paragraph, delete “4 km” and replace with “1 km”.

In the second line of the fourth paragraph, delete the word “four” and replace with “one”. Also, delete “2 km” and replace with “1 km”.

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PSDA EARTHWORKS (SMALL WORKS)

PSDA-3 MATERIALS

PSDA-3.1 Classification for Excavation purposes

PSDA-3.1.2 Classes of excavation

For this contract classes of excavation will be subdivided as follows:

(a) Labour-intensive methods

All excavations, whether mass, restricted or trench excavations, in material which is pick-able and which can be efficiently excavated, removed and loaded with hand tools shall be regarded as soft excavation for the purpose of labour-intensive methods.

Mass excavations which cannot efficiently be done by hand methods, and restricted excavations and trench excavations over 1,5 m in depth, as well as individual boulders which cannot efficiently be removed by hand methods, shall be regarded as excavations where conventional methods have to be applied.

The Contractor shall be responsible to establish where labour-intensive methods are not achievable and will not be paid extra for areas where labourers could not complete tasks because such methods were not achievable.

(b) Conventional methods

All mass, restricted and trench excavations not designed as excavations to be done by labour-intensive methods, shall be classified as follows:

- (i) Soft excavation, being all excavation other than material classified as hard excavation as defined below.
- (ii) Hard rock excavation, as specified in clause PSDB 3.1 (a) (ii) excepting that boulders over 0,125 m³ in size will be measured individually and added to the quantity of hard rock excavation.

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PSDA-5 CONSTRUCTION

PSDA-5.1 Precautions

PSDA-5.1.4 Storm water and groundwater

- **Add the following:**

The Contractor shall make provision for keeping the works dry by means of pumping, temporary valves, blank flanges, diversion berms, cut-off trenches etc. Water may come from groundwater seepage, storm-water inflow or flow from existing pipes when a connection to an existing line is made.

The Contractor shall minimize the time of tying into existing services to the absolute minimum to prevent long cut-off times and he shall do everything in his power to do the work as quickly as possible.

PSDA-5.2 Methods and procedures

PSDA-5.2.2 Excavation

- **Add the following to sub-clause (f):**

Borrow materials shall be obtained from designated Borrow Pits approved by the Engineer.

PSDA-5.2.6 Transport for Earthworks

PSDA-5.2.6.1 Freehaul

- **Add the following:**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the schedule of quantities. No overhaul will be payable on this contract.

PSDA-5.2.6.3 Haul and spoil roads (Additional sub-clause)

The Contractor shall be responsible for the provision of all haul and spoil roads that may be required for the construction of the works and that the Engineer may approve. No additional payment will be made in this regard.

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PSDA-8 MEASUREMENT AND PAYMENT

PSDA-8.3 Scheduled Items

PSDA-8.3.1 Excavation

- **Change the description of sub-item (b) to read as follows:**

(b) Excavate in all materials and use for embankment or backfill, or dispose of or temporarily stockpile surplus material Unit: m³

The excavation will be computed from the perimeter of the structure and the average depth of the excavation on the perimeter of the structure. Backfill and compaction is to be included in the rate.

- **Add the following additional sub-item:**

(d) Extra excavation in all materials to provide working space around Unit: m²

The area will be computed from the perimeter of the structure and the average depth of excavation on the perimeter of the structure.

- **Add the following to the payment clauses:**

“Payment for excavations shall not distinguish between excavation by labour-intensive methods and excavation by conventional methods. Unsuitable material shall be disposed of at a site found by the Contractor and approved by the Engineer.”

PSDA-8.3.3 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

- **Add the following item:**

PSDA-8.3.9 Temporary works to control water inflow and de-watering of sites where existing pipes are cut and tied into..... Unit: No

The tendered rate for the control of water at each site where water inflow occurs shall cover the cost of the Contractor’s establishment of pumping and drying equipment on site, operation of the equipment and removal of the equipment after completion.

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PSDA-5 CONSTRUCTION

PSDA-5.2 Methods and procedures

PSDA-5.2.2 Excavation

- **Add the following to sub-clause (f):**

Borrow materials shall be obtained from commercial sources or borrow pits found by the Contractor and approved by the Engineer.

PSDA-5.2.5 Finishing

PSDA-5.2.5.6 Disposal or surplus material (Additional sub-clause)

All surplus or unsuitable materials arising from excavation shall be disposed of on a site to be found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

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PSDB EARTHWORKS (Pipe trenches)

PSDB-3 MATERIALS

PSDB-3.1 Classes of Excavation

For this contract classes of excavation will be subdivided as follows:

(a) **Excavation on a labour-intensive method**

For the purpose of the labour-intensive contract the excavation material will generally be classified as follows for purposes of measurement and payment:

(i) **Soft excavation**

Soft excavation shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools. Soft excavation shall include all boulders with a volume of less than 0,125 m³ and a maximum dimension of 500 mm, which can still be removed by hand methods.

(ii) **Hard excavation**

Hard excavation shall be excavation in material, which can only be removed efficiently with mechanical equipment such as jackhammers, drilling and blasting, etc. Hard excavation shall also include boulders with a volume exceeding 0,125 m³ and the maximum dimension exceeding 500 mm, which cannot be broken down and removed by hand methods.

(b) **Excavation by Conventional method**

In cases where heavy excavation equipment is allowed, the following will be applicable. Hard rock excavation shall be as specified in SABS 1200 D sub-clause 3.1.2(c) and excavation in all other material will be taken as soft excavation. Boulders, which require individual drilling, and blasting in order to be loaded by a track-type front-end loaders or back-acting excavator, shall be classified as hard rock and will be measured individually as they are removed.

PSDB-5 CONSTRUCTION

PSDB-5.3 Site clearance

Add the following to the clause:

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

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Where pipes are to be laid the Contractor will be allowed to clear and grub a strip 2,5 m wide along the centreline of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth exceeding 250 mm or a height exceeding 2,5 m within this strip, shall be protected and may only be damaged or removed after a written order by the Engineer."

PSDB-5.6.3 Disposal of Soft Material

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

PSDB-5.6.4 Disposal of Hard Rock Material

Hard Rock Material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

PSDB-7 TESTING

PSDB-7.1 Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all quality control tests regardless of whether the tests indicate acceptable compaction or not.

The following are the minimum frequencies for the process control tests to be executed by the CONTRACTOR:

- (a) Pipe bedding: one density test on each 50m of pipe trench.
- (b) Normal trench backfilling: one density test on every second layer for every 50m of pipe trench.
- (c) Backfilling in areas subject to vehicle loads: one test on each layer of 150mm at each road or railway crossing.

The positions of this minimum number of density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

Additional tests, over and above the minimum tests could be ordered by the Engineer. Payment for these tests will be made under Item PSA-8.5 if the tests indicate that the density is as specified. If any tests fail, the cost of such tests shall be for the account of the Contractor.

PSDB-8 MEASUREMENT AND PAYMENT

PSDB-8.3.2 Excavation

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a) Payment for pipe trench excavation shall not distinguish between labour-intensive work (hand excavation) and work done by mechanical equipment (machine excavation). Since this project is a labour-intensive project, all the excavations shall be done by labour-intensive methods. Machine excavation may be used for unpredictable situations (such as bad weather conditions) and only on instruction of the Engineer.

PSDB-8.3.3.4 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

PSGA CONCRETE (SMALL WORKS)

PSGA-5 CONSTRUCTION

PSGA-5.2 **Formwork**

PSGA-5.2.1.... Classification of finishes

Concrete against which earth will be backfilled shall be finished rough. All exposed concrete surfaces shall be finished smooth to a degree of accuracy II.

All exposed concrete corners shall be finished with a 20 mm x 20 mm triangular chamfer. The cost of providing this chamfered finish shall be included in the tendered formwork rates and no additional payment will be made for this requirement.

PSGA-5.4 **Concrete**

PSGA-5.4.1.... Quality

PSGA-5.4.1.1. General

All concrete used for this contract shall comply with the requirements of strength concrete.

PSGA-5.4.1.3. Workability

Workability range for all concrete (slump) shall be between 50mm and 75mm.

PSGA-5.4.8 Concrete surfaces

- **Add the following to sub-clause 5.4.8.2:**

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Wood-floated finish

All exposed surfaces not finished against forms shall have a wood floated finish. The surface shall be first treated as specified in sub-clause 5.5.10.1, and after the concrete has hardened sufficiently, it shall be wood-floated to a uniform surface free from trowel incites. The levelled surface shall be wood-floated either by hand or by machine only, to remove trowel marks

PSGA-8 MEASUREMENT AND PAYMENT

PSGA-8.1 Measurement and rates

PSGA-8.1.2....Reinforcement

- **Replace subclause 8.1.2.2 with the following:**

“PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

- **Replace subclause 8.1.2.3 with the following:**

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

PSHA STRUCTURAL STEELWORK (SUNDRY ITEMS)

PSHA-5 CONSTRUCTION

PSHA-5.2 Fabrication and assembly

PSHA-5.2.6 Handrails

Handrails shall be hot-dip galvanized as specified in SABS 763, and shall be the Mentis type or an approved equivalent.

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PSHA-5.2.7 Ladders

Ladders and other steelwork inside the water-retaining structures shall be manufactured from grade 316 stainless steel. Stainless steel 316 L welding rods shall be used and welding shall be done according to the MMA process. All welds shall be pickled and passivated after welding.

Ladders and all other structural steel outside the water-retaining structures shall be manufactured from Grade 300 W steel and shall be hot-dip galvanized.

PSHA-6 **TOLERANCES**

PSHA-6.1 Fabrication and assembly tolerance

Degree II accuracy shall be applicable.

PSHA-8 **MEASUREMENT AND PAYMENT**

PSHA-8.1 **Basic principles**

PSHA-8.1.3. Additional clause

Sundry items additional to the scheduled items will be as described in the Schedule of Quantities.

The tendered rates for such sundry items shall cover the cost for supply, manufacture, protective coating and installation or construction and testing (if required) of the items as scheduled and as detailed on the drawings.

PSHA-8.3.6 Corrosion Protection

Corrosion protection will not be measured and paid separately.

The cost of corrosion protection in accordance with SABS 1200 HC shall be deemed to be included in the rates tendered for the applicable items.

PSHA-8.3.8 Sundry items (Additional clause)

Items not described in the specifications or in the Project Specifications may be shown on the drawings or scheduled in the Schedule of Quantities. The unit of measurement will be sum or number as scheduled.

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PSL HIGH - PRESSURE PIPELINES

PSL-3 MATERIALS

PSL-3.8 Jointing Materials

PSL-3.8.2 Flexible couplings

PSL-3.8.2.1 All unflanged steel pipes used shall be provided with flexible couplings as shown on the drawings.

All flexible couplings shall be "Viking Johnson" couplings without centre register or approved similar.

Rubber rings shall be of the wedge-type and shall be manufactured from natural or synthetic rubber only. Reclaimed rubber shall not be used in the manufacture of the rubber rings.

PSL-3.8.3 Flanges and accessories

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS 1123 Table 1000/3; 1600/3 or 2500/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on site.

PSL-3.10 Valves

Valves shall comply with Department of Water Affairs and Forestry Specification DWS 2510. Where no specification exists for specified valves, i.e. flow control valves, these valves shall comply with Particular Specification PLZ.

PSL-3.11 Manholes and surface boxes

Manholes and surface boxes shall be constructed as shown on the standard drawings.

PSL-5 CONSTRUCTION

PSL-5.1.3 Keeping Pipelines clean

The interior surfaces of all pipes, specials, valves and fittings shall at all times be kept free from dust, silt, foreign matter and access by rodents, animals and birds shall be prevented. Pipes and specials shall not be used as shelters by staff or for the storage of garments, tools, materials, food containers or similar goods. Particular care shall be exercised at all times to prevent faecal contamination of pipe interiors by staff, casual visitors or passers-by.

Metal night-caps approved by the Engineer shall be used to close off all ends of each laid section of pipeline when work is stopped at the end of the day or for longer periods and shall be left on the ends of sections of completed pipework until such sections are tied-in with the remainder of the completed pipeline.

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Notwithstanding the use of night-caps the Contractor shall at his own expense make good all damage to pipe linings and fittings caused by the ingress of dirty water, silt, sand, debris, vermin, insects and other foreign matter. The Contractor shall at his own expense and to the satisfaction of the Engineer clean the interior of the pipeline of such contaminants, failing which the Engineer may order the Contractor to remove the pipes from the trench and replace them with clean pipes.

PSL-5.1.4 Depth and cover

Cover to pipelines shall be as detailed on the relevant drawings. If no cover dimension is given, then the minimum cover to all new pipelines shall be minimum 800mm.

PSL-5.6 **Valve and Hydrant Chambers**

All valve and meter chambers required shall be constructed as detailed on the relevant drawings.

PSL-7 **TESTING**

PSL-7.3 **Standard hydraulic pipe test**

PSL-7.3.1 Test pressure and time of test

PSL-7.3.1.1....The hydraulic tests shall be carried out within 7 to 14 days after the last anchor block in the section to be tested has been cast. The field test pressure shall be 1,5 times the working pressure of the pipes or the pressure rating of the pipe fittings, whichever is the lesser, in the section to be tested. The pressure is applicable to the lowest point of the section to be tested.

PSL-7.3.1.2....Tests shall be done before any connections have been made to the network.

PSL-7.3.4 General (Additional sub-clause)

All completed pipelines shall be satisfactorily tested hydrostatically and no payment in respect of pipelaying or the supply of pipes and fittings on any section of pipeline shall be made until such tests have been completed.

Hydrostatic tests shall be carried out on approved suitably sized completed sections of the works as pipelaying proceeds.

The Contractor shall be responsible to arrange all aspects of the hydrostatic testing and for the supply of all equipment, material, water for testing and labour required.

The mains shall be carefully and slowly charged with potable water, so that all air is expelled and shall then be allowed to stand full for at least 48 hours before pressure testing is commenced.

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Joints shall, except where otherwise approved, be exposed during testing. Except where unavoidable, testing shall preferably not be carried out against closed valves. Care shall be taken to strut and support the mains wherever necessary during testing such as at ends of pipelines, at bends, etc.

The pressure shall be applied by a manually operated force pump or by a power driven pump, which shall not be left unattended during testing. The Contractor shall ensure that pressure gauges are accurately calibrated before testing commences and precautions shall be taken to ensure that the quantity of make-up water pumped into the pipelines during testing is measured.

The test pressure applied to the section of mains being tested shall be such that the pressure in any pipe, fitting or valve in the section does not exceed its specified pressure rating.

The test pressure shall be maintained by the pump for at least one hour and during the period the quantity of make-up water required to maintain the test pressure in the mains shall be measured and all joints shall be carefully inspected for signs of leakage.

The hydrostatic test shall be regarded as satisfactory if the amount of make-up water required during the last hour of the testing period does not exceed 0,005 litres per millimetre of diameter per kilometre of length of the pipelines making up the section for every 30 m head of water and if no visible leaks were observed at joints, fittings, valves, etc. If any hydrostatic test result is unsatisfactory in any regard, the Contractor shall carry out all necessary remedial measures to approval and the test shall be repeated, all at his expenses.

Water used for hydrostatic testing shall be disposed of in an approved manner without causing damage, nuisance or injury.

The Contractor shall allow for the cost of all labour, equipment, water for testing and material for hydrostatic testing in the Scheduled Rates for supply and laying of pipes and supply and laying of fittings and no separate payment will be made in respect of hydrostatic testing.

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PSL-8 **MEASUREMENT AND PAYMENT**

PSL-8.2 **Scheduled Items**

PSL-8.2.11 Anchor/thrust blocks and pedestals

- **Consolidate the three sub-items of item (b) and change the description to:**

"(b) Concrete (state grade) in small quantities to thrust and anchor blocks, complete with formwork and reinforcing (if required) Unit: m³

PSL-8.2.17 Pipe Markers (Additional clause) Unit: No

The tendered rate shall cover all the costs for supply and installation of pipe markers as detailed on the drawings, including excavations and backfilling as necessary.

PSL-8.2.18 Miscellaneous (Additional clause)

This clause covers all the miscellaneous items not specified in SABS 1200 L. The unit of measurement is No or Sum, as indicated in the schedule of quantities. The tendered rate for each component shall cover the cost of labour, materials, plant and incidentals necessary to install the complete item as specified in the Schedule of Quantities and as detailed on the standard drawings.

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PSLB BEDDING (PIPES)

PSLB-3 MATERIALS

PSLB-3.3 Bedding

Unless otherwise indicated or instructed by the Engineer, all pipes shall be laid in class C bedding as shown on the standard drawing.

PSLB-3.4 Selection

PSLB-3.4.3 General (Additional sub-clause)

The contractor shall use selective methods for the purpose of providing bedding materials and shall avoid the use of plant, which could cause the burying or contamination of material. If, in the opinion of the engineer, the grading of the selected material excavated from the trench is not suitable, then the engineer may order the contractor to grade the material by screening. The material to be used as bedding shall pass a 10 mm sieve and can be retained on a 5 mm sieve. Screening, if ordered, will be paid for separately.

PSLB-8 MEASUREMENT AND PAYMENT

PSLB-8.1.3 Volume of Bedding Materials

Add the following:
 "The volume of bedding materials shall exclude the volume taken up by the pipe".

PSLB-8.2 Scheduled Items

PSLB-8.2.5 Overhaul of materials for bedding cradle and selected fill blanket

For this contract freehaul is not limited and no payment will be made for overhaul.

• **Add the following:**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the schedule of quantities. No overhaul will be payable on this contract.

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C3.7.3 : PART C : ENVIRONMENTAL MANAGEMENT SPECIFICATION

1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.

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- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
 Access roads utilised by the Contractor must be maintained in good condition.

6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs (DWA).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWA.

7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk ofveld fires and risk to adjacent property owner's lands.

10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc)

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are to be stored in a designated area at the campsite.

- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the waterflow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.

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- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads. Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

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20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

C3.7.4: PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

Certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation. No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

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D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of Contract 2004 edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, Municipality levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for

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labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor’s attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2015 edition with regard to the submission of Dayworks claims.

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C3.7.5: PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- *Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)*
- *Working above a continuously flowing river and in an flood plain environment subject to flooding*
- *Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds*
- *Steep and restricted access to the lower flood plain below the bridge*
- *Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead*
- *Deep excavations in soils requiring shoring or reducing of slopes*
- *Blasting of hard rock or demolition of concrete*
- *High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing*
- *Potentially harmful gasses when tying into the existing sewer mains*
- *Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services*
- *Exposure to possible injuries due to mishandling or failure of power and hand tools*
- *Falling debris, tools and materials from bridge*
- *Non-conformance to specifications with regards to fasteners and materials*
- *Risks related to general safety and security on site*

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

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E2. DEFINITIONS

For the purpose of this contract the following shall apply:

(a) *“Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “client” as defined in the Construction Regulations 2003. “Employer” and “client” is therefore interchangeable and shall be read in the context of the relevant document.*

(b) *“Contractor” wherever used in the contract documents and in this specification, shall have the same meaning as “Contractor” as defined in the General Conditions of Contract.*

In this specification the terms “principal contractor” and “contractor” are replaced with “Contractor” and “subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHS Act 1993, be the mandatory, without derogating from his status as an employer in his own right.

“Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

The Contractor shall submit the following with his tender:

- (a) *a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;*
- (b) *a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;*
- (c) *a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.*
- (d) *Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.*

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E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

E5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors

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and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

E7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

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In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at

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all times.

- (a) A copy of the OHS Act 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

E9. CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS Act 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS Act 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

- (a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely

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with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the

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Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and

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inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain’s chains (Regulation 16)

Where boatswain’s chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Municipality Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Municipality Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Municipality Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent

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person and the findings must be recorded in a register to be kept on site.

(s) *Electrical installation and machinery on construction sites (Regulation 22)*

The Contractor shall comply with the Electrical Installation Regulations (Municipality Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Municipality Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to

ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) *Use of temporary storage of flammable liquids on construction sites (Regulation 23)*

The Contractor shall comply with the provisions of the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) *Water environments (Regulation 24)*

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) *Housekeeping on Construction sites (Regulation 25)*

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Municipality Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) *Stacking and storage on construction sites (Regulation 26)*

The provisions for the stacking of articles contained in the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) *Fire precautions on construction sites (Regulation 27)*

The provisions of the Environmental Regulations for Workplaces (Municipality Notice R 2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) *Construction welfare facilities (Regulation 28)*

The Contractor shall comply with the construction site provisions as in the Facilities

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Regulations (Municipality Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) *Non-compliance with the Construction Regulations 2003*

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30. The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) *Safety personnel*

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) *Records and Registers*

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

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CONTRACT NUMBER :BID NUMBER: JSM/W02/26-27W08&21: REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOIR PHASE 4

DR JS MOROKA LOCAL MUNICIPALITY



CONTRACT NO: JSM/W02/26-27/W08&21: REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVIOIR PHASE 4

C4 SITE INFORMATION

- C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT
- C4.2 EXISTING SERVICES REPORT

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C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT

There is geotechnical report for this site and it will be made available during construction. However Tenderers are advised to thoroughly familiarize themselves with the existing site soil conditions and any claim on the grounds of unknown subsoil conditions will not be entertained

C4.2 EXISTING SERVICES REPORT

All known services will be shown to the tenderers and others will be exposed during construction.

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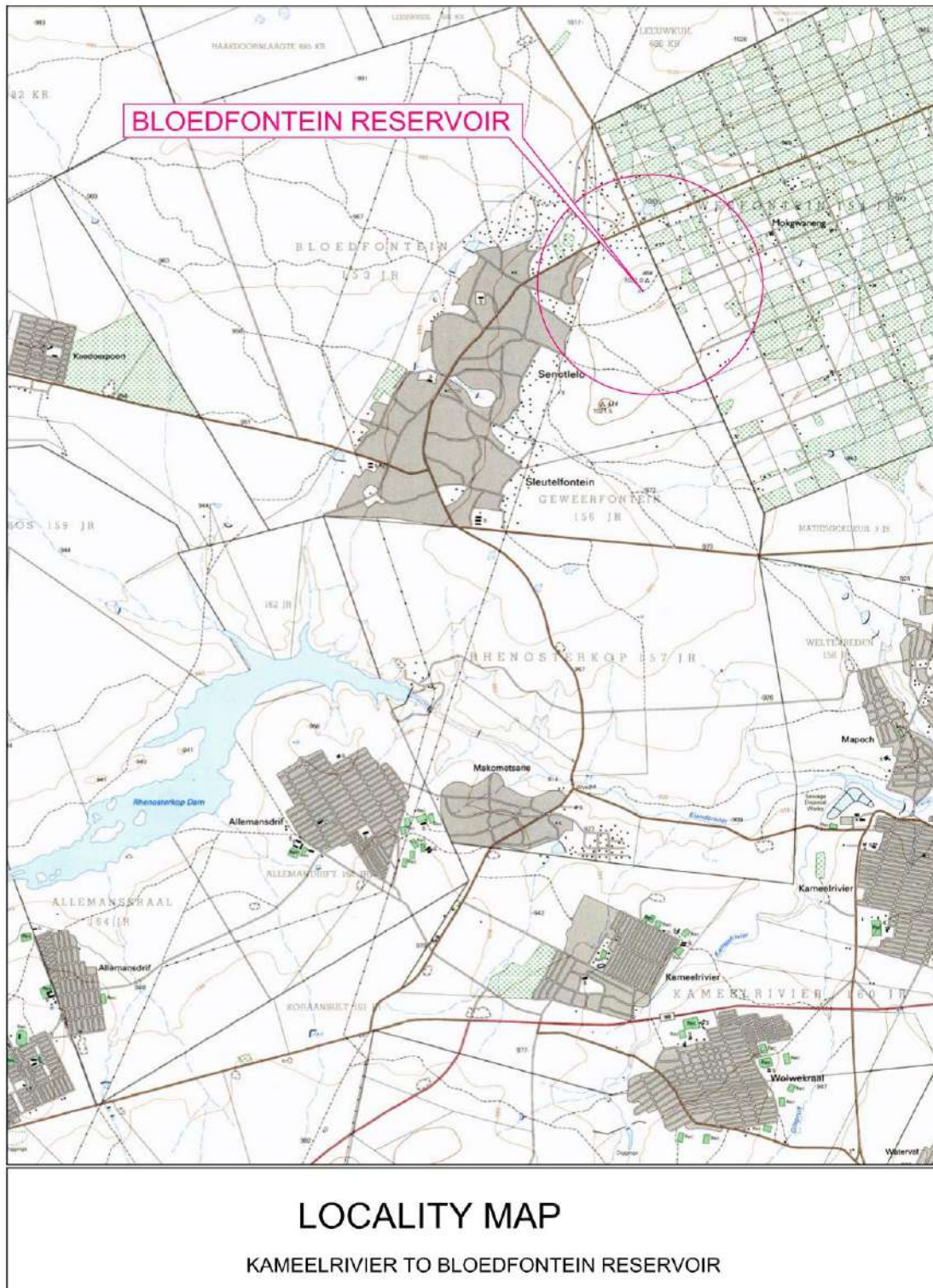
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**CONTRACT NO: JSM/W02/26-27/W08&21: REPLACEMENT OF ASBESTOS BULK
LINE FROM WATER TREATMENT PLANT TO
BLOEDFONTEIN RESERVIOR PHASE 4**

C5: ADDITIONAL RELEVANT DOCUMENTATION

C5.1 Dr JS Moroka Local Municipality Supply Chain Management Policy.

C5.2 The preferential procurement policy framework of 2022: preferential procurement regulations, 2011 including the following:

C5.3 drjsmlm health and safety specifications

C5.4 Guidelines for the Implementation of Labour Intensive Infrastructure projects under the Expanded Public Works Programme (EPWP)

C5.5. Photo Record and site Locality

C5.6. Tender Drawings

C5.7. Name Board

C5.8. Environmental Checklist/ Penalties

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