

EASTERN CAPE RURAL DEVELOPMENT AGENCY



TENDER FOR CONSTRUCTION **Magwa Cannabis Incubator Refurbishment**

TENDER NO: SCMU 09-2021/22

TENDERER:

CLOSING DATE: **17 January 2022**

CLOSING TIME: **11:00 am**

PREPARED BY:

EASTERN CAPE RURAL DEVELOPMENT AGENCY
14 St Helena Road, Infinity Place
Beacon Bay, EAST LONDON
Tel: [082] 850 0652 (Direct Line)
Website: www.ecrda.co.za

EASTERN CAPE RURAL DEVELOPMENT AGENCY

**Magwa Cannabis Incubator Refurbishment
TENDER No 17-2021/22**

PARTICULARS OF BIDDER

Name of Bidder		
Contact Person:		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cellphone Number		
Facsimile Number	Code:	Number:
E-Mail Address		
CSD Supplier Number (National Treasury)		
CIDB CRS Number		
Vat Registration Number		

TENDER No. 17-2021/22

	Contents	
	Number	Heading
	The Tender	
	Part T1: Tendering procedures	
White	T1.1	Tender Notice and Invitation to Tender
Pink	T1.2	Tender Data
	Part T2: Returnable documents	
Yellow	T2.1	List of Returnable Documents
Yellow	T2.2	Returnable Schedules
	The Contract	
	Part C1: Agreements and Contract Data	
Yellow	C1.1	Form of Offer and Acceptance
Yellow	C1.2	Contract Data
	C1.3	Form of Guarantee
	Part C2: Pricing data	
Yellow	C2.1	Pricing Instructions
Yellow	C2.2	Pricing Schedules / Activity Schedule / Bills of Quantities
	Part C3: Scope of Work	
Blue	C3.1	Scope of Work
Blue	C3.2	Project Specifications
	Part C4: Site information	
Green	C4	Site Information

T.1: TENDERING PROCEDURES

T.1.1 -TENDER NOTICE AND INVITATION TO TENDER

EASTERN CAPE RURAL DEVELOPMENT AGENCY

TENDER NOTICE

PROJECT NAME: Magwa Cannabis Incubator Refurbishment

TENDER NO.: 6111

Bids are hereby invited from interested tenderers for the Magwa Cannabis Incubator Refurbishment.

The minimum specifications are detailed in the Bid document. Tenderers should have a CIDB contractor grading designation of **5 SGB** PE or higher. Tenderers must be registered with the CIDB in a GB / CE class of construction works.

Bid documents will be available from and paid for at ECRDA offices, 14 Helena Road, Infinity Place, Beacon Bay, East London upon payment of a **non-refundable** fee of R200 (Two Hundred Rand) for each document (either in cash or by means of a bank guaranteed cheque) made payable to the ECRDA. The deposit is to be paid, **between the hours of 07h30 and 15h00** prior to the collection of the bid documents. The documents will be available on DAY, DATE, MONTH, YEAR.

Technical Enquiries should be addressed to **Mr Lundi Hanise of Sokhani Development Consultants on 061 400 8534**

A compulsory site inspection will be held on 27 January 2021, at 1100am. Prospective bidders are to meet at venue at the said time. The coordinates are Latitude : -31,04554 (31° 2' 43,95" S) Longitude : 28,35342 (28° 21' 12,29" E)

Completed bid documents are to be placed in a sealed envelope endorsed "**Construction of Magwa Cannabis Incubator Refurbishment: BID No. 17-2021/22 – EASTERN CAPE RURAL DEVELOPMENT AGENCY**" must be deposited in the Bid Box, at the offices of the ECRDA, 14 Helena Road, Infinity Place, Beacon Bay, East London 5201 not later than **11 h 00 am on 18 february 2021**, at which time the bids will be opened in public.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

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

Bidders to note that a Functionality Assessment will be undertaken. A minimum score of **70% (70 points)** in total in the technical evaluation criteria as defined in the Functionality Assessment form must be scored in order to proceed to the Financial Evaluation.

CRITERIA	MINIMUM POINTS REQUIRED	TOTAL ACHIEVABLE POINTS
Experience of Bidder	20	30
Expertise of Key Personnel	50	70
TOTAL POINTS	70	100

A minimum threshold as indicated for local production and content for the following materials (1. Roof sheeting – 100%) as listed on the MBD 6.2 in the tender document is required. Only bids that achieve the minimum stipulated threshold for the local production and content of the listed materials will be evaluated.

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING TENDER CONDITIONS:

- ☞ Eastern Cape Rural Development Agency Supply Chain Management Policy will apply;
- ☞ The Eastern Cape Rural Development Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ☞ Bids which are late, incomplete (including Addendums not being incorporated), unsigned or submitted by facsimile or electronically, will not be accepted;
- ☞ Bids submitted are to hold good for a period of twelve (12) weeks.
- ☞ All contractors including selected and nominated sub-contractors must be registered with the Construction Industry Development Board (CIDB) in a valid class and grading.
- ☞ Bids may only be submitted on the bid documentation that has been issued.
- ☞ Joint Ventures must submit a fully signed and completed Joint Venture Agreement, failure to provide same will result in the Joint Venture bid being rejected.
- ☞ Tenderers must be registered on the National Treasury: Central Supplier Database;
- ☞ Only locally produced goods, services, or works or locally manufactured goods, with the stipulated minimum threshold for local content will be considered.
- ☞ The declaration certificate for local production and content (MBD6.2) and Annex C must be completed, duly signed and submitted by the Tenderer at the closing date and time of the bid;
- ☞ The exchange rate to be used for the calculation of local production and content must be in the exchange published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid. Only South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. This will be verified for accuracy

14 Helena Road, Infinity Place, Beacon Bay, East London 5201
Tel (082) 850 8652

T.1.2 - TENDER DATA

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

Each item of data given below is cross-referenced to the clause marked "F" in the abovementioned Standard Conditions of Tender.

The additional conditions of tender are:

Clause number (refer to Annex F)	Tender Data
F.1.1	The employer is EASTERN CAPE RURAL DEVELOPMENT AGENCY
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part 1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p>Part 2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3 Scope of work</p> <p>Part 4: Site information</p> <p>C4 Site information</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: AFROTEAM CONSULTANTS</p> <p>Address: Unit 8, CK Business Centre, Mbuqe ext Mthatha</p> <p>Tel: 073 011 2875</p> <p>E-mail: afroteam.eng@gmail.com</p>
F.2.1	<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 for in the advertised grade of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and 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 the advertised grade of construction work

F.2.1	<p>Bidders to note that a Functionality Assessment will be undertaken. Assessment Criteria will be as Functionality Scoring – Form A</p> <p>Failure to meet the functionality assessment criteria will result in the tender being non-compliant and will not be considered for further evaluation.</p>				
	<p>Relevant Experience of Tenderer</p> <p>The experience of the tenderer in similar projects or similar areas and conditions in relation to the required service as described in the scope of work over the last 5 years will be evaluated. Where applicable the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation. Please state the completion cost and date, as well as the inflation adjusted cost where an adjustment has been made.</p>				
F.2.7	<p>The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity.</p> <p>Addenda, if applicable, will only be issued to tenders whose names appear on the tender register as having attended the compulsory site meeting/briefing.</p>				
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The Employer reserves the right to accept/decline alternative offers.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's cost of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted:</p> <table><tr><td>Yes</td><td></td><td>No</td><td>X</td></tr></table>	Yes		No	X
Yes		No	X		
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.				
F.2.13.5 F.2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Bid Box at the Offices of the Eastern Cape Rural Development Agency 14 Helena Road, Infinity Place, Beacon Bay, East London 5201</p>				
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.				
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.				
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.				

F.2.16	The tender offer validity period is 12 weeks.
F.2.18	The tenderer 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 labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Where the tendered amount inclusive of VAT exceeds R 10 million audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; 2) Proof that the tenderer or any of its directors' municipal rates and taxes or municipal charges are not in arrears more than three (3) months. 3) Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; 4) A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the proof of Contractor Registration in respect of each partner.</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at EASTERN CAPE RURAL DEVELOPMENT AGENCY, 14 Helena Road, Infinity Place, Beacon Bay, East London 5201
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000. <p>The Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, Regulation 6 and 7 will apply.</p>
F.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) has completed the Compulsory Enterprise Questionnaire and that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) The tenderer has complied with the local production and content requirements.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

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

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

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

P_t = Comparative price of tender or offer under consideration; and

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

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

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

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

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

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

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by

- a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

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

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

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T.2 - RETURNABLE DOCUMENTS

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

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Returnable Schedules Required for Tender Evaluation Purposes

- T2.1.1 Joint Venture Requirements
- T2.1.2 Compulsory Enterprise Questionnaire
- T2.1.3 Record of Addenda to Tender Document
- T2.1.4 Proposed Amendments and Qualifications
- T2.1.5 Schedule of Subcontractors
- T2.1.6 Form in terms of the Functional Requirements
- T2.1.7 Experience of Tenderer & Key Personnel
- T2.1.8 National Treasury: Central Supplier Database
- T2.1.9 [Compulsory Vat Registration and Valid Current Tax Clearance Certificate or SARS Verification PIN](#)
- T2.1.10 Audited Financial Statements
- T2.1.11 Municipal Rates and Taxes
- T2.1.12 Contracts Awarded to the Tenderer by an Organ of State
- T2.1.13 Confirmation Of Tenderer's Visit To The Site
- T2.1.14 Certificate of Authority for Signature
- T2.1.15 Alterations by bidder
- T2.1.16 Company Registration
- T2.1.17 MBD 4: Declaration of Interest (in the Service of the State)
- T2.1.18 MBD 5: Declaration for Procurement Above R10 Million (VAT) Included
- T2.1.19 MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- T2.1.20 MBD 9: Certificate of Independent Bid Determination
- T2.1.21 MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017
- T2.1.22 B-BBEE Certificate or Affidavit
- T2.1.23 MBD 6.2: Declaration Certificate for Local Production and Content, Annexures C, D & E
Guide to Completing Annexure C, D & E

Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Surety and Bank Details

Pricing Data

- C2.1 Pricing Instructions
- C2.2 Pricing Schedules / Activity Schedule / Bill of Quantities
- C3 Scope of Work
- C4 Site Information

T.2.1.1 JOINT VENTURE REQUIREMENTS

DEFINITION:- “Joint Venture or Consortium”: means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the fully signed joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING:

- a. Who the managing member will be.
- b. Who the signatory of authority will be as confirmed by each joint venture partner.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.

T.2.1.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		
Date of Establishment		
Section 6: The attached MBD 4 must be completed for each tender and be attached as a tender requirement.		
Section 7: The attached MBD 6 must be completed for each tender and be attached as a requirement.		
Section 8: The attached MBD 8 must be completed for each tender and be attached as a requirement.		
Section 9: The attached MBD 9 must be completed for each tender and be attached as a requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
<ul style="list-style-type: none">i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; andv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

Signed

Date

Name

Position

***Enterprise
name***

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T.2.1.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		
Date of Establishment		
Section 6: The attached MBD 4 must be completed for each tender and be attached as a tender requirement.		
Section 7: The attached MBD 6 must be completed for each tender and be attached as a requirement.		
Section 8: The attached MBD 8 must be completed for each tender and be attached as a requirement.		
Section 9: The attached MBD 9 must be completed for each tender and be attached as a requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
<ul style="list-style-type: none"> i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 		

Signed

Date

Name

Position

***Enterprise
name***

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T.2.1.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

T.2.1.4 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

T.2.1.5 SCHEDULE OF SUB-CONTRACTORS

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

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

Selected and Nominated Sub-Contractors are required to be registered with the CIDB.

It is noted that Domestic Sub-Contractors do not need to be registered with the CIDB.

In terms of the PPPFA Act 2000: Preferential Procurement Regulations 2017, -

"A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract."

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

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

T2.1.6–FORM IN TERMS OF FUNCTIONAL REQUIREMENTS FUNCTIONALITY

Experience of Bidder: (Details to be entered on Schedule in Returnables)	Allocated Points
Similar Projects	30
<ul style="list-style-type: none"> List of Three similar projects undertaken together with reference letters for each similar project completed. <p>For a similar project to be considered, a fully signed Completion Certificate, or Practical Completion Certificate must be submitted for <u>each</u> project.</p> <p>Failure to submit the Completion Certificate, or Practical Completion Certificate, will result in the project not being scored</p> <p>A similar project is defined as:</p> <ul style="list-style-type: none"> Construction of Clear Vu fence or any related Steel works to the value of 200k or more <p>10 points per project completed, to a maximum of 3 projects</p> <p>Bidders must indicate on Form T2.1.7 (Schedule 1 and Schedule 2) similar works undertaken, providing full details of the works undertaken in each area.</p>	20 OR 30
Expertise of Key Personnel	70
<p><u>For each Key Personnel member proposed, (T2.1.7.1) must be fully completed and a shortened CV (T2.1.7.2) must be submitted, together with certified copies of qualifications/certificates.</u></p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> Personal particulars <ul style="list-style-type: none"> Name Date and place of birth Place(s) of tertiary education and dates associated therewith. Qualifications (degrees, diplomas etc.) Overview of post qualification experience (year, organization and position) Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project Contact references. 	
Contracts Manager:	
Contracts Manager has ND Civil Engineering and 10 years or more verifiable post qualification experience.	35

Contracts Manager has ND Civil Engineering and 1 to 3 years verifiable post qualification experience.	25
Contracts Manager has ND Civil Engineering and less than 1 years verifiable post qualification experience.	0
Site Agent:	
Site Agent has N3 Engineering certificate and 5 years or more verifiable post qualification experience.	35
Site Agent has N3 Engineering certificate and 2 to 5 years verifiable post qualification experience.	25
Site Agent has N3 Engineering certificate and less than 2 years verifiable post qualification experience.	0
TOTAL MAXIMUM ACHIEVEABLE POINTS	100
MINIMUM POINTS REQUIRED	70

NOTE: In order to be considered for Financial Evaluation, bidders must achieve a minimum of:

- **20/30 for Experience of Bidding Company**
- **50/70 for Experience of Key Personnel**

T2.1.7 EXPERIENCE OF TENDERER

LIST OF SUCCESSFULLY COMPLETED PROJECTS FOR EVALUATION

Bidders to furnish details of projects related to this specific project, that they have successfully undertaken.

- Projects should be of similar nature i.e Construction of Clear VU fence or any related steel works to the value of 200k (Boundary fence)

A copy of a fully signed Completion or Practical Completion Certificate to be attached for each project listed in order for the project to be considered and counted during the compliance criteria assessment. Failure to submit will result in the project not being considered/counted.

SIMILAR PROJECT 1	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 2	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	

AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 3	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 4	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	

CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 5	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 6	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

T 2.1.7.1 Expertise of Key Personnel

Please complete the table below for a full time suitably qualified and experienced Personnel as below with a minimum of;

1. Contracts Manager:
 - ND Civil Engineering,
 - Years verifiable post qualification experience

Position	Contracts Manager
Name	
Formal qualifications	
Years of experience (Post qualification)	
Currently employed by Tenderer (yes / no)?	

Attach curriculum vitae and certified copies of qualifications

2. Site Agent:
 - N3 Engineering Certificate,
 - Years or more verifiable post qualification experience

Position	Site Agent
Name	
Formal qualifications	
Years of experience (Post qualification)	
Currently employed by Tenderer (yes / no)?	

Attach curriculum vitae and certified copies of qualifications.

Signed Date

Name Position

Tenderer

T.2.1.8 NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE

Proof of registration on the National Treasury Central Supplier Database to be attached here (alternatively the tenderer to provide MAAA number).

DRAFT

T2.1.9 COMPULSORY VAT REGISTRATION AND VALID CURRENT TAX CLEARANCE CERTIFICATE OR SARS VERIFICATION PIN

COMPULSORY VAT REGISTRATION

It is mandatory for a business to register for VAT if the total value of taxable supplies made in any consecutive twelve month period exceeded or is likely to exceed R1 million. The business must complete a [VAT 101 - Application for Registration form](#) and submit it to the local [SARS branch](#) within 21 days from date of exceeding R1 million.

TAX REQUIREMENTS

Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) read together with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

The Municipal Finance Management Act, Circular Number 90, requires that bidders register on National Treasury's Central Supplier Database (CSD) and include their Master Registration Number or Tax Compliance Status PIN to enable the municipality to verify the bidder's tax compliance status.

The CSD and Tax Compliance Status PIN are the approved methods to be used to prove tax compliance as the SARS no longer issues Tax Clearance Certificates. They have however made online provision, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their tender proposals.

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of tax compliance status should be obtained from the supplier.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa should complete a pre-award questionnaire on the MBD1 for their tax obligation categorisation. Where a recommendation for award of a bid has been made to a bidder who is a foreign supplier and who completed the pre-award questionnaire on the MBD1, the Accounting Officer must submit a copy of the completed MBD1 received from the bidder to SARS on the following email address: GovernmentInstitute@sars.gov.za. SARS will issue a letter to the procuring entity confirming whether or not the foreign supplier has tax obligations in South Africa.

Where goods and services are procured from foreign suppliers with no tax obligation in South Africa, there is no need to request proof of tax compliance status.

Where goods and services are imported, all custom related taxes shall be applied as prescribed by SARS.

Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and be requested to submit, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the municipality or municipal entity must be verified via the CSD or e-Filing. The accounting officer should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance status within the timeframe stated above.

T2.1.10 AUDITED ANNUAL FINANCIAL STATEMENTS

Where the tendered amount inclusive of VAT exceeds R10 million, audited annual financial statements for 3 years to be attached to this page.

DRAFT

T2.1.11 MUNICIPAL RATES AND TAXES

Proof is to be provided that the Tenderers municipal rates and taxes are not in arrears for more than three (3) MONTHS.

Attach latest utility bill to this page.

DRAFT

T2.1.12 CONTRACTS AWARDED TO THE TENDERER BY AN ORGAN OF STATE

The Tenderer to list below any particulars of any contracts awarded to the Tenderer by an Organ of State during the past five (5) years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

No	Description	Institution
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

T2.1.13 CONFIRMATION OF TENDERER'S VISIT TO THE SITE

Bidders to note that the attendance register completed and signed at the compulsory site inspection / meeting / briefing session will be used to verify the bidders' attendance to the compulsory session. Bids will not be accepted from bidders' who have not attended and signed the said attendance register.

Bidders whose name appears on the attendance register have made themselves familiar with all local conditions likely to influence the work and the cost thereof, that they are satisfied with the description of the work and the explanations given by the said Employer's Agents' representative and that the bidder understands perfectly the work to be undertaken, as specified and implied, in the execution of this contract.

DRAFT

T2.1.14 CERTIFICATE OF AUTHORITY FOR SIGNATURE

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors which should substantially conform with the following:

By resolution of the board of directors passed at a meeting:

Mr/Mrs whose signature appears below,
has been duly authorised to sign all documents in connection with the Bid for Contract No. .
..... and any Contract that may arise there from on
behalf of
(name of Tenderer in block capitals)

NAME OF REPRESENTATIVE OF THE BOARD OF DIRECTORS:

SIGNATURE OF BOARD OF DIRECTORS' REPRESENTATIVE

IN HIS/HER CAPACITY AS:

DATE:

NAME OF SIGNATORY:

SIGNATURE OF SIGNATORY:

WITNESS (1):

WITNESS (2):

Bidder to note that in the case of a joint venture, the following is required:

- ***Authority of Signatory from each partner-entity to the Joint Venture nominating a signatory representative to the Joint Venture;***
- ***Authority of Signatory from the Joint Venture, authorised by the entity partner representatives, nominating a signatory to the bid documents.***

T2.1.15 ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM	DESCRIPTION

T2.1.16 COMPANY REGISTRATION

To be attached to this page.

DRAFT

T.2.1.17 DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE)

No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

¹MSCM 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....
.....

11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T.2.1.18 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. YES / NO

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

 2.2 If yes, provide particulars.

* Delete if not applicable

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?

3.1 If yes, furnish particulars

.....

YES / NO

.....

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 ECRDA is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....

YES / NO

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.19 MBD8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I THE UNDERSIGNED (NAME) _____

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

_____ Signature	_____ Date
_____ Position	_____ Name of Tenderer

T2.1.20 MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.21 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | |
|---|---------------|
| 1) | B-BBEE Status |
| level certificate issued by an authorized body or person; | |
| 2) | A sworn |
| affidavit as prescribed by the B-BBEE Codes of Good Practice; | |
| 3) | Any other |
| requirement prescribed in terms of the B-BBEE Act; | |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

T.2.1.22 B-BBEE CERTIFICATE OR AFFIDAVIT

Attach hereto a certified copy of the B-BBEE certificate or Affidavit

T2.2.1 MBD6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
.....
.....
.....

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEX C
Local Content Declaration – Summary Schedule

SATS 1286.2011

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No.
Tender description:
Designated product(s)
Tender Authority:
Tendering Entity name:
Tender Exchange Rate:
Specified local content %

Note: VAT to be excluded from all calculations

EU GBP

70%

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content				Calculation of Imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value	
										This total must correspond with Annex C - C21	

B. Imported directly by the Tenderer				Calculation of Imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total import value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer:											

C. Imported by a 3rd party and supplied to the tenderer				Calculation of Imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party:											

[illegible]

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45), & (52) above

Date:

This total must correspond with Annex C - C23

LOCAL PRODUCTION AND CONTENT

Kindly note that the Local Production and Content in respect of the items listed under section 3 of the MBD6.2 and detailed in Annexure C (C8, C9 and C16) must meet the minimum threshold stipulated.

For assistance in completing the MBD6.2 and Annexure C kindly contact the Department of Trade and Industry on:

- | | | | |
|----|------------------|--------------|--|
| 1. | Thandi Phele | 012 394 1356 | tphele@thedti.gov.za |
| 2. | Tapiwa Samanga | 012 394 5157 | TSamanga@thedti.gov.za |
| 3. | Miyelani Masinga | 012 394 1664 | MMasinga@thedti.gov.za |
| 4. | Rendani Mulaudzi | 012 394 1412 | RMulaudzi@thedti.gov.za |
| 5. | Raphael Kitiaka | 012 394 3500 | MRKitiaka@thedti.gov.za |
| 6. | Mamosai Selek | 012 394 5598 | CMatidza@thedti.gov.za |

If the quantity of required items cannot be wholly sourced from South African based manufacturers and/or at the stipulated designated local content threshold at any particular time, bidders should obtain written exemption from the Department of Trade and Industry to supply the remaining portion of the required items at a lower local content threshold.

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: 012 394 3927
Fax: 012 394 4927
e-mail: TMakube@thedti.gov.za

Proof of exemption must be submitted, as well as the response from the Department of Trade and Industry



the dti

Department
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. **Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

- C18. Total exempted imported content**
Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.
- C19. Total imported content**
Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).
- C20. Total tender value**
Total tender value is the sum of the values in column C17.
- C21. Total exempted imported content**
Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.
- C22. Total tender value net of exempted imported content**
The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).
- C23. Total imported content**
Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.
- C24. Total local content**
Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.
- C25. Average local content percentage of tender**
The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

- D9. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice**
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports**
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.
- D14. Freight costs to port of entry**
Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity**
Provide the tender quantity of the exempted imported products as per the tender specification.
- D18. Exempted imported value**
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

- D27. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.
- D28. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.
- D29. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.
- D30. Tender quantity**
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.
- D31. Total imported value**
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).
- D32. Total imported value by tenderer**
The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

- D33. Description of imported content**
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.
- D34. Unit of measure**
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.
- D35. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).

- D36. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the imported products.
- D37. Imported value as per commercial invoice**
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.
- D38. Tender rate of exchange**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D39. Local value of imports**
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.
- D40. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.
- D41. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.
- D42. Total landed costs excluding VAT**
Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.
- D43. Quantity imported**
Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.
- D44. Total imported value**
Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration-Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

C1 : AGREEMENTS AND CONTRACT DATA

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

Construction of New Mechanisation Centre @ Elundini Site - Construction of Main Office and Guard House: Tender 6111

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX OR SALES TAX WHICH THE LAW REQUIRES THE EMPLOYER TO PAY, IS:

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

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

Signature(s)	Date
_____	_____

Name(s)	Capacity
_____	_____

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement),
Part C2: Pricing data,
Part C3: Scope of work,
Part C4: Site information (engineering and construction works contracts only),

and drawings and documents or parts thereof, which may be incorporated by reference into Parts listed 1 to 4 above.

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

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

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

Signature(s)

Date

Name(s)

Capacity

For The Employer

Eastern Caper Rural Development Agency
14 St Helena Road, Infinity Place
East London
5201

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:.....
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during the process of offer and acceptance.

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

C1.2 CONTRACT DATA

Part 1: Data provided by the Employer

General Conditions of Contract

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.

Contract Specific Data

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

Clause	Data
1.1.1.13	The Defects Liability Period is twelve(12) calendar months from the date of the Certificate of Completion
1.1.1.14	The time for achieving Practical Completion is Two (2) calendar months from the commencement date
1.1.1.15	The name of the Employer is Eastern Cape Rural Development Agency
1.1.1.16	The name of the Employer's Agent is AFROTEAM CONSULTANTS
1.1.1.26	The Pricing Strategy is Remeasurement contract.
1.2.1.2	<p>The address for receipt of communications of the Employer is:</p> <p>Physical address: Eastern Cape Rural Development Consultants 14 St Helena Road Infinity Place, Beacon Bay East London 5241</p> <p>Tel: 082 850 0652</p> <p>e-mail: singhp@ecrda.co.za</p>
1.2.1.2	<p>The address for receipt of communications of the Employer's Agent is:</p> <p>Physical address: 18a Pentlands Place, Beacon Bay East London 5201</p> <p>Tel: 061 400 8534</p> <p>e-mail: lhanise@sokhani.co.za</p>

5.1.1 and 5.8.1	<p>The non-working days are <i>Usually Sundays.</i></p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year end break commencing on 15 December and ending on 6 January
5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Engineer permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Engineer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Engineer has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) 5. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) 6. <i>Other requirements</i>
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days.
5.13.1	The penalty for failing to complete the Works is R3000.00 per day.
5.14.1	The requirements for achieving practical completion are installation of all .
5.16.3	The latent defects period is 10 years.
6.10.1.5	<p>The percentage advance on Materials not yet built into the Permanent Works is 80%</p> <p>The percentage advance on Plant not yet supplied to Site is ...%</p> <p><i>Not Required</i></p>
6.10.3	The limit of retention money is 5% of the Contract Price
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is NIL
8.6.1.3	The limit of indemnity for liability insurance is in accordance with ECRDA's SCM policy.
10.5.3	The number of Adjudication Board Members to be appointed is ONE

Part 2: Data provided by the Contractor

The contractor is advised to read 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, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data																		
1.1.1.9	The name of the Contractor is: 																		
1.2.1.2	The address of the Contractor is Address (physical): Address (postal): Telephone: _____ Facsimile: _____ e-mail: _____																		
1.1.1.14	The time for achieving Practical Completion is _____																		
6.2.1	<div> <div>The security to be provided by the Contractor shall be one of the following:</div> <table border="1"> <thead> <tr> <th>Type of security</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></td></tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee Of 10% of the Contract Sum plus retention of 5% of the value of the Works.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.</td><td></td></tr> <tr> <td>Note: In the Standard for Uniformity in Construction Procurement in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."</td><td></td></tr> </tbody> </table> </div>	Type of security	Contractor's Choice (Indicate "Yes" or "No")	Cash deposit of 10% of the Contract Sum.		Fixed Performance Guarantee of 10% of the Contract Sum.		Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.		Retention of 10% of the value of the Works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Fixed Performance Guarantee Of 10% of the Contract Sum plus retention of 5% of the value of the Works.		Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.		Note: In the Standard for Uniformity in Construction Procurement in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."	
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Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.																			
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6.5.1.2.3	<div> <div>The percentage allowance on the net cost of materials actually used in the work is:</div> <div>...%</div> </div>																		

	<p><i>Omit if the Employer is to state the overhead charges, otherwise state the percentage value.</i></p> <p>The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is:</p> <p><i>Omit if the Employer is to state the overhead charges, otherwise state the percentage value.</i></p>		...%
6.8.3	<p><i>If price adjustments for a variation in the costs of special materials is allowed then:</i></p> <p>The variation in cost of special materials is:</p>		
	Type of Special material	Unit	Rate or Price
	<p><i>(The type of special materials may be listed, leaving the unit and rate or price to the tenderers to fill in or the tenderers are allowed to state the type of special materials, the unit and the rate or price.)</i></p>		

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:
"Employer's Agent"	means:
"Works"	means:
"Site"	means:
"Contract"	means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum"	means: The accepted amount inclusive of tax of R...
Amount in words:	
Type of Performance Guarantee: <i>(Insert Variable or Fixed)</i>
"Expiry Date"	means: <i>(give date)</i> or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in Words)

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

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever comes first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. **CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
 - 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
 - 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 3.2.2 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 3.2.1 and the sum certified has still not been paid;
 - 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

- 3.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's Signatory (1)

Capacity

Guarantor's Signatory (2)

Capacity

Witness Signatory (1)

Witness Signatory (2)

C1.3 Form of Guarantee

Contract No

WHEREAS The **EASTERN CAPE RURAL DEVELOPMENT AGENCY** (hereinafter referred to as the Employer") entered into, a Contract with:

.
. .

(hereinafter called "the Contractor") on the day of
. . . 20.,

for Construction of Eating area, Ablutions & Office @ Mntlabathi Protea Place- Tshabo.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
. has / have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
. Rand (in words);
R (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of
.

Address
.....
.....
.....
.....
.....

As witnesses:

1

2

T2.2.2 SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend to provide is from

.....
Contact Person

Contact Telephone numbers

Type of Surety

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No.

Fax No.

Address

.....

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

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

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

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

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

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

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

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

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

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

Unit:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity:	The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work
Amount: The quantity of an item multiplied by the tendered rate of the (same) item
Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
h	=	hour
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
l	=	litre
kl	=	kilolitre
kPa	=	kilopascal
MPa	=	megapascal
No	=	number
kg	=	kilogram
t	=	ton (1 000 kg)
W/day	=	Work Day
%	=	percent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Expanded Public Works Programme (EPWP) Implications

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

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

The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

All materials to be provided by the Contractor will be SANS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Engineer in writing.

C2.2 Pricing Schedules / Activity Schedule / Bills of Quantities

C3: SCOPE OF WORK

C3.1 SCOPE OF WORK

1. DESCRIPTION OF THE WORKS

8.10 Employer's objectives

The employer's objective is to refurbish an existing building within the Magwa Tea Estate to be repurposed as a Cannabis Incubator.

1.2 Overview of the works

Services for Refurbishment of an existing building 641m² ,addtions and alterations .

8.11 Extent of the works

The works include supply of plant, labour, materials and supervision for the following activities:

- Site Establishment.
- Removing existing timber floor and casting new reinforced concrete floor.
- Removing existing asbestos roof sheeting and safely dispose off designated site then Lay new roof sheeting
- Plastering internal wall
- Painting internal wall
- Recondition existing doors
- Recondition existing windows.

1.4 Location of the works

Magwa tea estate, 1 Mbotiyi road ,Lusikisiki, Eastern Cape. Co-ordinates: 31°25'31.30"S 29°40'7.05"E.

1.5 Temporary works

Not Applicable

2. ENGINEERING

2.1 Design services and activity matrix

Activity	Responsibility
<i>Obtain the necessary approvals from relevant authorities and submit documents to relevant authorities</i>	<i>Employer's Agent</i>
<i>Provide design concept and associated concept drawings.</i>	<i>Employer's Agent</i>
<i>Provide preliminary working drawings.</i>	<i>Employer's Agent</i>

<i>Provide detailed design and related construction drawings.</i>	<i>Employer's Agent</i>
<i>Design temporary works.</i>	<i>Employer's Agent</i>
<i>Reduce record drawings</i>	<i>Employer's Agent</i>
Construction work	Contractor
<i>Supervision of construction</i>	<i>Employer's Agent</i>
<i>Close out project and submit documentation</i>	<i>Employer's Agent</i>

2.2 Employers Design

Not Applicable

2.3 Design Brief

Not Applicable

2.4 Drawings

The drawings are as follows:

Architects drawings

- SC2021_15 Rev 0: Site Plan.
- SC2021_15 Rev 0: Ground floor plan.
- SC2021_15 Rev 0: Sections.
- SC2021_15 Rev 0: Elevations.
- SC2021_15 Rev 0: Window and Door Schedule.

Structural Engineer drawings

11232/21/S1 Rev 0: Surface Bed Layout and Details.

2.5 Design procedures

Establish design procedures where the contractor is responsible for the design which, as a minimum, sets out:

- Interfaces with existing structures, plant, etc.;
- Any temporary works requirements, if any, e.g. specialised 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.

3. PROCUREMENT

3.1 Procurement procedures

3.1.1 Requirements

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.1.2 Participation of target groups.

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works—Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.

The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of above.

Proof of compliance with the requirements above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

3.2 Subcontracting

3.2.1 Scope of mandatory subcontract works

Specialised works like installation of pump equipment shall be subcontracted to pump specialists.

The following portions of the works shall be subcontracted in accordance with the subcontracting procedures described in this scope of work:

.....

.....
.....

3.2.2 Preferred subcontractors / suppliers

Subcontractors to be preferably within the Elundini Local Municipality and registered with the CIDB.

3.2.3 Subcontracting procedures

Any subcontracting should be to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the SAICE General Conditions of Contract for Construction Works (Third Edition 2015), with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of the Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into a contract with the successful tendering subcontractor based on their accepted tender submission.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

4. CONSTRUCTION

4.1 Works specifications

4.1.1 Applicable national and international standards

The standards applicable to this Contract are the SABS 1200 Standardized Specifications detailed below and the variations, amendments and additions to the variations and additions to the SABS 1200 Standardized Specifications and the Particular Specifications described elsewhere in the document.

Standardized Specifications:-

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's Office

SABS 1220 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DA	:	Earthworks (Small Works)
SABS 1200 DB	:	Earthworks (Pipe Trenches)
SABS 1200 GA	:	Concrete (Small Works)
SABS 1200 LB	:	Bedding (Pipes)
SABS 1200 LD	:	Sewers
SABS 1200 LC	:	Cable ducts

4.1.2 Particular / generic specifications

PPSA	:	General Requirements for Electrical and Mechanical Works
PPSB	:	Operational Control
PPSC	:	Pump Specification
PPSD	:	Electrical Specification

4.2 Work Specifications

4.2.1 Certification by recognised bodies

Not Applicable

4.2.2 Agreement certificates

No use of alternative materials will be permitted unless otherwise approved by the Engineer. Use of such materials will only be permitted on engineers' approval if the manufacturer produces a valid Agreement Certificate issued by Agreement South Africa or any equally certified body.

4.3 Plant and material

4.3.1 Plant and materials supplied by the employer

The Contractor is responsible to provide and or procure all the requisite plant and equipment for successful completion of the Works.

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

4.3.2 Materials, samples and shop drawings

All materials used shall be as per engineers' specifications, No deviations from the specification shall be allowed unless approved in writing by the Engineer. Contractor may be required to take random samples of any materials used for testing if Engineer deems it necessary.

4.4 Construction equipment

4.4.1 Requirements for equipment

The Contractor is responsible to provide and or procure all the requisite equipment for successful completion of the Works.

The equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

4.4.2 Equipment provided by the employer

Not Applicable

4.5 Existing services

4.5.1 Known services

Existing services have been marked on drawing P1306 C01. However, there may be other unknown services, contractor will be required to exercise caution during excavations

4.5.2 Treatment of existing services

Where a service has been located and exposed, the Contractor shall take every care in ensuring that the excavation containing the service is barricaded and protected against collapse and that the service is adequately protected against damage. Should the existing service become damaged by the Contractor or any third party due to negligence on part of the Contractor, then the cost of its repair along with any consequential costs shall be borne by the Contractor.

4.5.3 Use the detection equipment for the location of underground services

No special detection apparatus are required. Where services are found the Engineer must be notified immediately so that a decision can be made regarding re-alignment, relocation or protection of said services. The Contractor shall on no account effect such adjustments without the prior consent of the Engineer.

4.5.4 Damage to services

Information related to existing services will be provided by the Employer or his Agent as best as possible but it is the Contractor's responsibility to ascertain the exact position of such services.

Where applicable, the approximate positions of known services, which may be affected by the Works have been shown on the drawings. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown on the drawing or not. It is possible that there are services existing, which are not reflected on the Contract drawings, which might have a minor effect on the works. Therefore, the Contractor must take cognisance of the above possibility and provide sufficient flexibility within his programme of works to accommodate any alterations that might be necessary.

It is a requirement of this Contract that the Contractor exposes every known service within 150m ahead of any excavation front to determine whether its level clashes with the grading of the services to be installed and structures. Claims for delays etc. arising from the non-compliance with this requirement will not be considered. The Contractor is further

required to measure accurately the position and level at which these services occur and to report this information to the Engineer in writing prior to work commencing in the vicinity of the services.

Buried electrical and telecommunications cables shall be exposed using hand tools initially before allowing the uncontrolled use of picks and other implements, or before using machines to excavate. Supporting or diverting cables must be done by, or in consultation with, officials of the relevant authority.

The Contractor shall exercise extreme care when working in areas with existing services. Any repairs required to existing services damaged by the Contractor will be for his own account. Damage to unknown services shall be repaired as soon as possible and liability for the damage caused and the cost of repairs shall be determined on site when such damage should occur.

The Contractor is also to note that he will be working in the close vicinity of Eskom power lines.

Where applicable, all connections to the existing water systems shall be undertaken in a manner and at times to be approved by the Engineer

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

4.5.5 Reinstatement of services and structures damaged during construction

The Contractor shall exercise extreme care when working in areas with existing services. Any repairs required to existing services damaged by the Contractor will be for his own account. Damage to unknown services shall be repaired as soon as possible and liability for the damage caused and the cost of repairs shall be determined on site when such damage should occur.

4.6 Site establishment

4.6.1 Advertising rights

Advertising rights will be as below

4.6.2 Notice boards

Notices, signs and barricades required in terms of Clause 8.4 of the Conditions of Contract as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

4.6.3 Facilities provided by the contractor

The contractor is also responsible for providing all other temporary facilities necessary for providing the works which are not provided by the employer, including power, water, telecommunications, security services, medical facilities, fire protection, sanitation and toilets, and waste disposal

Also, the contractor will be responsible for providing offices for all monthly meetings, office for the Engineers Representative on site equipped with furniture and a standard laser jet printer.

4.7 Site establishment

4.7.1 Services and facilities provided by the employer

The Contractor shall be responsible to provide the following services for the duration of the contract:

- Water: location, quality, approximate pressure, source, etc.;
- Electricity: location, phase, source, etc.;
- Telecommunication services: location of lines, etc.;
- Ablution facilities: nature and location;
- Accommodation: nature and location;
- Medical/first aid facilities: nature and location;
- Fire protection services: nature and location;
- Other: describe and appropriate.

It is the responsibility of the contractor to:

- Connect to and distribute water, electricity and telecommunication services;
- Provide stand-by or back-up for each service or facility the employer might provide, in the event of its interruption or failure;
- Clear up and make good when the service or facility is no longer required, i.e. leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted; and
- Continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

4.7.2 Storage and laboratory facilities

The contractor is responsible for providing its own secured storage facility for any material on site or any other things that would need to be stored for the duration of the contract.

4.7.3 Other facilities and services

The contractor is also responsible for providing all other temporary facilities necessary for providing the works which are not provided by the employer, including power, water, telecommunications, security services, medical facilities, fire protection, sanitation and toilets, and waste disposal.

4.7.4 Vehicles and equipment

Heavy machinery to be used for site clearance and excavation of trenches

4.8 Site usage

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.9 Permits and way leaves

Notification of works permit need to be applied for before works can commence on site

4.10 Alterations, additions, extension and modifications to existing works

Contractor shall be responsible for correct setting out of works as per construction drawings. Any discrepancies on the levels and setting out information shall be taken up with the Engineer before commencement of construction works. Contractor is required to obtain a written instruction from the Engineer before any commencements of works with regards to obstructions or clashes such as existing structures, components not compatible with the proposed works which were not picked up on the Engineers Drawing. If the contractor picks up any other defects relating to previously executed works which impacts the current works, he shall notify the Engineer immediately for responsive action.

4.11 Inspection of adjoining properties

Excavations for all works falling outside of the design area or within close proximity with existing structures should be inspected with the Engineer, owners of adjacent buildings and properties and representatives of local authorities before commencing works to avoid potential damage surrounding buildings and property. The contractor will be held liable for any damage as a result of carrying out excavations on these areas.

4.12 Water for construction purposes

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing and testing of the Works.

Joe Gwabi District Municipality is the water supply authority and any water usage and connections to existing networks will require approval from ADM.

Accordingly, the Contractor must make his own arrangements and pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

4.13 Survey control and setting out of the works

The Contractor shall take special precautions to protect all permanent survey beacons or installed 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 are disturbed by the Contractor or his/her employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

Detail setting out of the Works shall be the responsibility of the Contractor. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

The Contractor will be required to verify the accuracy of all survey control provided on the drawings or in the form of beacons previously placed on the site. Prior to setting out, the Contractor shall also check the invert level of the existing tie-in against those provided on drawings and immediately report any inconsistency to the Engineer in writing.

The Contractor shall be held directly responsible for any errors in setting out of the works arising from use of the survey control or existing invert levels provided.

5. MANAGEMENT

5.1 Management of the Works

5.1.1 Applicable national standards

For the purpose of this Contract the Standardised Specifications and Codes of Practice for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards as issued at date of tender shall apply.

Where items in the Schedule of Quantities refer to SANS 1200, the full specification in the relevant portion of the latest edition of SANS 1200 Standardised Specification listed below shall be applicable:

SANS 1200 A	General
SANS 1200 AB	Engineer's office
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 DA	Earthworks (Small Works)
SANS 1200 DB	Earthworks (Pipe Trenches)
SANS 1200 GA	Concrete (Small works)
SANS 1200 LB	Bedding (Pipe)
SANS 1200 LD	Sewers
SANS 1200 LC	Cable ducts

5.1.2 Particular / generic specifications

The scope of work is set out in three portions:

Portion 1: Standard Applicable Specifications applicable to the contract

Portion 2: covers variations and additions to the SANS 1200 standardised specifications that are applicable to the Contract.

Portion 3: contains particular specifications not covered by the SANS 1200 series of standardised specifications.

5.2 Management of the Works

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. 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.

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is
4.3.3	The notice period for inspection is 2 Days
4.7.3	The overbreak allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: None
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other

	<p>facilities for use by the employer and his agents are:</p> <p>1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.</p>
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high – be done by the Building Main Contractor</p> <p>2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>None</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>1) Water</p> <p>2) Sewers</p> <p>3) Electrical Lines</p>
4.17.4	<p>The requirements for detection apparatus are:</p> <p>None</p>

Variations
<p>1.....</p> <p>2.....</p>
Additional clauses
<p>1 Site meetings and procedures</p> <p>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.</p> <p>The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.</p> <p>2 Water and electricity</p>

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows

	where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.
2	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.	
4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

5.2.1 Planning and programming

The planning, programme and method statements are to comply with the following:

The Contractor is required to submit for approval by the Engineer, within the timeframe stipulated in the Contract Data, a programme of works. The programme must be for the full contract period stipulated in the Contract Data and must clearly indicate all the main construction activities, their sequence and the critical path. The Contractor may not proceed with construction activities until such time as the programme has been approved by the Engineer.

The Contractor is required to report on and update the programme on a monthly basis.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme, for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Contract Data.

The following constraints shall be taken into account in preparing the construction programme:

- a) The Contract time is **2 months**. Plant and personnel requirements to complete the project in the contract period must be incorporated in the Tender.

If during the time for completion of the Works or any extension thereof abnormal rainfall or wet conditions occurs, then the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to in Clause 42.1 as the time for the completion of the Works and any extension time in accordance with Clause 42 that may have been granted by the Employer, or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated

for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The delay for a part of a month shall be calculated by substituting pro-rata values for the variables in the equation.

The symbols shall have the following meanings:

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08H00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

5.2.2 Sequence of the Works

Prior to commencing with construction, the Contractor is required to obtain approval from the Engineer, of his intended sequencing of the work.

5.2.3 Methods and procedures

The Contractor is required to undertake all construction activities in an orderly fashion and to maintain the cleanliness of the site during the contract period, to the satisfaction of the Engineer.

The Contractor is required to take note of and comply with the requirements of the Environmental Management Plan contained in this document. Monthly audits will be conducted by others to ensure compliance thereto. During the setting out of the works, guidance should be sought from the Engineer prior to the removal of trees and shrubs.

No blasting operations may be undertaken without the approval of the Engineer. The requisite documentation indicating the competence of the blaster, the approvals of the relevant authorities and the method statement for each blast, are required for approval purposes.

Adequate materials should be available from the site. The Engineer will however indicate as required, the location of suitable borrow pits. These shall be opened and managed in accordance with the requirements of the Environmental Management Plan.

All suitable excess materials may be spread over the trench width. However, no rocks or boulders greater than 0.15m³ or of mass exceeding 25kg, may be placed within 2 m of the centreline of pipeline. Such materials are to be disposed at suitable locations within the freehaul distance.

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site and the conservation of topsoil and the rehabilitation of the site. It is essential that all completed works or parts thereof are kept dry and properly drained.

Furthermore, portions of the Works must be completed and suitably rehabilitated before moving onto new portions of the Works.

The Engineer reserves the right to limit the number of working fronts to ensure that the above is adhered to. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure with the above or to properly manage rain and surface water will not be considered.

The Contractor shall take all reasonable measures to maintain access to properties and a free flow of traffic during the construction of the works. Where it is this required to disrupt access and the free flow of traffic, it must be kept to a minimum, be of short duration and adequate notice and traffic accommodation measures must be provided. Furthermore, the approval of the Engineer must be sought in advance of any planned disruption.

The Contractor is to undertake all reasonable measure to minimize dust, noise, water, waste and other impediments and shall comply with the requirements of the Environmental Management Plan contained in this document.

The Contractor is required to obtain permission from the Engineer prior to working outside normal working hours.

The Contractor will be obliged to comply with the QA system of the Engineer, which dictates the requirements pertaining to inspections required prior to covering works.

5.2.4 Software application for programming

Not Required

5.2.5 Quality plans and control

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. However, the Contractor will also be required to comply with certain QA systems imposed by the Engineer, concerning to the approval of works o temporary works.

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 employ the services of an independent commercial laboratory and 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.

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 the Employer, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

5.2.6 Environment

The Contractor is required to undertake the construction of the Works in such a manner so as to minimize its impact on the environment. To this end, the Contractor is required to comply with the requirement of the Environmental Management Plan contained in Part 5 of this document.

5.2.7 Accommodation of traffic on public roads occupied by the contractor

The contractor will always be required to maintain access to properties, keep excavations safe, maintain temporary deviations if required, install clear traffic control measures.

5.3 Management of the works

5.3.1 Other contractors on site

No other construction works are envisaged to be undertaken during the construction of this Contract.

5.3.2 Testing, completion, commissioning and correction of defects

It is required that the reservoirs and pipelines undergo and comply with the requisite water tightness and pressure tests prior to the connection to any existing works. Only once the Engineer has satisfied himself with the adequacy on the initial tests, will the Contractor be allowed to commission the Works. A method statement for the commissioning of the works will however be required for approval in advance of the commissioning. Relevant acceptance testing will also comply to all pump stations prior to their connection to the rest of the works.

Should any components of the works not meet the requirements of the initial tests, they shall be repaired by the Contractor at his own costs, and be re-tested, prior to the commissioning of the works.

5.3.3 Recording of weather

The 10 year average rainfall for Maclear and surrounding between 2005-2015 is 786mm/year. Most of the rainfall occurs during the summer months with October receiving the highest figures and June, the lowest.

The average maximum temperature is 23°C, WITH THE HOTTEST MONTH BEING February at 27°C and the coolest month being July at 22°C. The area is coldest in July, where minimum temperatures are averaged around 10°C.

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.3.4 Format of communications

The contractor will be required to keep a triplicate site instruction book on site. Site instructions and other contractual communication can be in electronic format (e-mail).

5.3.5 Key personnel

For all key personnel, Form T.2.2.3 must be completed. For each key personnel (CV) must be completed. Proof of Qualifications must be attached.

5.3.6 Management meetings

It is required that a suitably qualified representative of the Contractor attend monthly site meetings for the duration of the Contract. Progress meetings will be held fortnightly.

5.3.7 Forms for contract administration

It is required that the Contractor submit the requisite progress, plant, labour and other pertinent information on a monthly basis, in the format to be provided by the Engineer, for the management of the contract and reporting to the Client and provincial and national government.

All site instructions are to be recorded in writing in triplicate on pro forma forms to be provided by the Engineer.

Progress report will be given at each meeting.

5.3.8 Electronic payments

Banking details to be provided in order to facilitate electronic payments.

5.3.9 Daily records

It is required that a daily site diary of all plant and labour on site, and all details of work performed be maintained on site by the Contractor. Similar documentation will be maintained by the Engineer.

5.3.10 Payment certificates

The contractor is required to ensure that all claims are submitted timeously to the principal agent in order to expedite verification and certification by employer.

5.3.11 Permits

None

5.3.12 Proof of compliance with the law

Compliance with any legislation will be verified, as necessary.

5.4 Health and safety

5.4.1 Health and safety requirements and procedures

It is a requirement of this contract that the Contractor provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly or indirectly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act contained in the Agreement and Contract Data.

Health and Safety Specifications and Plans:

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part 5 of this document.

(b) Health and Safety Plan

The Contractor shall submit his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amended

if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

5.5 Health and safety

5.5.1 Protection of the public

The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to the Engineer's satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working

5.5.2 Barricades and lighting

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

5.5.3 Traffic control on roads

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the works. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, including the Particular Safety Specification

5.5.4 Measures against disease and epidemics

The contractor shall put in place all hygiene measures like toilets and handwash facilities strategically on site for the use of the workers. Any suspected outbreaks on site shall be reported to the provincial Department of Health .

5.5.5 Aids awareness

Appointing an HIV/ AIDS Awareness Champion within 14 days of site handover from amongst the workers (which could include the Community Liaison Officer).

The champion should be able to speak, read and write English, speak and understand the local languages spoken by the Workers and shall be on site at all stages of the construction period.

The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and has the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- Liaising with the Service Provider to assist in organising awareness workshops;
- Filling condom dispensers and monitoring condom distribution;
- Handing out information booklets;
- Placing and maintaining posters

6. ANNEXES

6.1 List by titles

- C5.1 HEALTH AND SAFETY SPECIFICATION
- C5.2 ENVIRONMENTAL MANAGEMENT PLAN
- C5.3 SANS 1921-6: HIV/AIDS AWARENESS
- C5.4 DRAWINGS

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C3.2 PROJECT SPECIFICATIONS

SCOPE

The scope of work is set out in three portions:

- Portion 1: Standard Applicable Specifications applicable to the contract
- Portion 2: covers variations and additions to the SANS 1200 standardised specifications that are applicable to the Contract.
- Portion 3: contains particular specifications not covered by the SANS 1200 series of standardised specifications.

PORTION 1 - STANDARD SPECIFICATIONS

The applicable Standardised Specifications for this Contract will be the latest issue of 1200 series as published by the South African Bureau of Standards. Copies of the Standardised Specifications are obtainable at the Contractors own expense from S.A. Bureau of Standards, Private Bag X191, Pretoria, 0001.

Applicable Standardised Specifications for this contract

For the purpose of this Contract the Standardised Specifications and Codes of Practice for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards as issued at date of tender shall apply.

Where items in the Schedule of Quantities refer to SANS 1200, the full specification in the relevant portion of the latest edition of SANS 1200 Standardised Specification listed below shall be applicable:

SANS 1200 A	General
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SANS 1200 AB	Engineer's office
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 DA	Earthworks (Small Works)
SANS 1200 DB	Earthworks (Pipe Trenches)
SANS 1200 GA	Concrete (Small works)
SANS 1200 LB	Bedding (Pipe)
SANS 1200 LD	Sewers
SANS 1200 LC	Cable ducts

PORTION 2 - AMENDMENTS TO STANDARDISED SPECIFICATIONS

SANS 1200 A GENERAL

PSA1 MATERIALS (Clause 3)

PSA1.1 Quality (sub-clause 3.1)

All materials shall bear the official standardisation mark of the appropriate standard. The Contractor shall supply a suitable certificate for any materials that are not marked stating that they meet the specific requirements.

PSA2 PLANT (Clause 4)

PSA2.1 General

All plant provided by the Contractor for the execution and maintenance of the works shall be of a character comparable with the scope of the works.

The Contractor shall provide and maintain sufficient plant to meet all requirements and shall not remove any of this plant from the site without the written permission of the Engineer. He shall, however, remove unsuitable, obsolete or worn-out plant from the site when ordered to do so by the Engineer.

The approval of any plant on the site by the Engineer shall in no way relieve the Contractor of any of his obligations under the Contract.

PSA3 CONTRACTOR'S OFFICES, STORES AND SERVICES (sub-clause 4.2)

PSA3.1 Storage of explosives and petroleum

All explosives or petroleum shall be stored in strict compliance with the regulations laid down by the appropriate Statutory Authority and any additional requirements which may from time to time be laid down by the Employer.

PSA4 CONSTRUCTION (clause 5)

PSA4.1 Excavation of Property Beacons (Sub-clause 5.1.2)

Survey Beacons, Stand pegs and Reference Marks

Part of the control may embrace survey beacons, stand boundary pegs, bench marks or other official reference pegs. On no account shall these pegs be disturbed.

Before any section of the work is commenced, the Contractor and the Engineer shall reach agreement on the presence or otherwise of these pegs.

If at any time during the course of the Contract any of these official pegs should be disturbed whether by accident or not, the Engineer shall immediately be notified in writing.

The Engineer shall then take the necessary steps to have the pegs or reference marks reinstated, the cost of which, unless their disturbance was unavoidable, shall be borne by the Contractor.

Existing Works and Services

Although the drawings may show the approximate positions of existing works and services, neither the Employer nor the Engineer accept any responsibility for the accuracy thereof.

It shall be the duty of the Contractor to search for and make himself acquainted with the actual locations and ownership of existing works and services before any construction work is commenced.

Where during the course of the contract, services have been located and exposed, they shall be securely shored and protected, and the Contractor shall take adequate measures to prevent any damage occurring to them.

Damage to Existing Works and Services

The Contractor shall be held responsible for any damage to existing works and services and the repair and re-instatement of the damaged services, by whosoever performed, shall be at the Contractor's expense.

Furthermore, any damage done to existing works and services shall be reported immediately to the authority concerned and the Engineer shall be notified accordingly in writing.

The settlement of all claims arising from damage to existing property, works and services shall be solely the responsibility of the Contractor.

PSA4.2 Transporting of Materials (Sub-clause 5.6)

Where the transporting of materials outside the site is such as to generate a dust nuisance the material shall be covered during transport.

Precautions shall be taken during the transporting of muddy materials to prevent its fouling completed construction or public roads.

Any rocks or debris falling from trucks on the public roads shall be removed immediately.

The Contractor shall, if so ordered by the Engineer, continuously broom off and clean roads where the mud tracking of vehicles or fallen debris constitutes a hazard to the travelling public.

PSA4.3 Safety of Workmen (sub-clause 5.7)

Particular attention is drawn to the provisions of the following Acts and Regulations, copies of which must be kept on the Works and be readily available for reference:

The Factories, Machinery and Building Work Act (Act No. 22 of 1941 as amended) and the Regulations.

The Explosives Act (Act No. 26 of 1956 as amended) and the Regulations

The Contractor is fully responsible for the safety of all workmen and other persons entering the general area of operations.

The Contractor is to submit in writing before carrying out any work on site a detailed procedure to be adopted to ensure safety especially in the vicinity of the hazardous areas. This shall be approved by the Engineer.

This requirement in no way absolves the Contractor from responsibility of ensuring safety in the area of operations.

PSA4.4 Contractor to appoint a Responsible Person

In terms of the Mines and Works Act it is necessary for the General Manager to appoint a representative of the Contractor in writing to be responsible for the work.

PSA4.5 Contractor's use of site (sub-clause 5.8)

Once established on the site of the Works, the Contractor shall be responsible for maintaining the site in a neat, clean and orderly condition.

The Contractor shall make every effort to preserve the ecology of the area and no trees, bushes or other forms of vegetation shall be interfered with, other than those specifically involved in the execution of the contract.

Upon completion of the Contract, or when ordered in writing by the Engineer, the Contractor shall remove from the site all plant, equipment, temporary housing, offices, sheds, latrines, waste material and other debris. He shall reinstate all disturbed surfaces of roads, access areas, excavations and borrow pits and shall restore the site to a neat and orderly condition.

PSA4.6 Work in servitudes

Where works included in the Contract lies within servitudes over property that is not the property of the Employer, the Contractor shall give 7 days notice to the Engineer of his intention to work in the servitude.

The Contractor shall not allow his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the necessary work expeditiously with minimum inconvenience to the owner or occupiers of the property, taking all necessary precautions for the protection of buildings and property.

On completion, the salient features of the property shall be restored to their former condition.

Should the acquisition of a servitude not be finalised by the time the Contractor wishes to work in the servitude, he shall then be required to omit the section of the work temporarily until such time that he is instructed to proceed. This procedure shall not be cause for any claim on the part of the Contractor but it is intended that the Contractor shall not be called upon to return to the site once his plant and equipment have been removed from the site.

PSA4.7 Access Roads to Site

The Contractor shall grade or construct and keep in good order and constant repair all temporary access roads to the site.

Any route that the Contractor wishes to use to obtain access to the site, to the place where water is obtained and any other route that is used by the Contractor shall be approved by the Engineer.

PSA5 TESTING (Clause 7)

PSA5.1 Approved Laboratories (sub-clause 7.1)

The Contractor may appoint an independent testing laboratory to the approval of the Engineer. The Engineer shall be given free access to any appointed laboratory.

SANS 1200 AB ENGINEER'S OFFICE

PSAB3 CONSTRUCTION (clause 5)

PSAB3.1 Survey assistants (sub-clause 5.5)

Two assistants shall be made available to the Engineer as and when required.

PSAB3.2 Survey Equipment

The Contractor shall provide the following for the duration of the Contract:

- one tachometer and legs capable of reading to 20 seconds of arc.
- one engineer's level and legs
- one engineer's metric staff
- one engineer's steel tape 30m long
- one engineer's plastic tape 30m long
- one pocket steel tape 2m long

The above equipment may be shared by arrangement between the Contractor and the Engineer.

The Contractor shall keep the equipment insured throughout the Contract period against any loss, damage or breakage and shall indemnify the Engineer and the employer against any claims in this regard.

Upon completion of the works, the ownership of the equipment shall revert back to the Contractor.

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

SANS 1200 CSITE CLEARANCE

PSC1 INTERPRETATIONS

PSC1.1 Designated Site / Area

The designated Site / Area is the area which has been bush cleared and is demarcated with

provisional engineering survey pegs.

PSC2 CONSTRUCTION (Clause 5)

PSD2.1 Individual Trees (sub-clause 5.2.3.2)

The penalty for damaging or removing any trees that have been indicated by the Engineer for preservation shall be such sums as obtained from an independent expert for the replacement of the trees. The expert shall be selected by the Engineer in liaison with the Contractor. All costs incurred by the appointed expert shall be payable by the Contractor.

SANS 1200 D EARTHWORKS

PSD1 MATERIALS

PSD1.1 Method of Classifying (sub-clause 3.1.1)

All material shall be classified either as rock, topsoil or common material.

PSD1.2 Classes of excavation (sub-clause 3.1.2)

The excavation of materials will be classified as follows for purposes of measurement and payment.

All payment of rock is subject to the Contractor notifying the Engineer prior to removal so as to establish quantities. Where mechanical plant is used for excavation, soft rock will be measured as common material.

"Rock" shall mean material found in ledges or masses, in its original position which in the opinion of the Engineer would have to be loosened by blasting or by pneumatic tools, or, if excavated by hand, by wedges and hammers. Naturally occurring boulders or detached pieces of material conforming to the above definition will not be classified as rock unless they exceed 0.2m³ in volume.

"Top Soil" shall mean the upper layer of soil which, in the opinion of the Engineer is capable of sustaining vegetation.

"Common" shall mean all material not included in rock or topsoil

PSD1.3 General (sub-clause 3.3.1 and 5.2.1.2)

Topsoil shall be separately stockpiled on site for later use as detailed in the schedule.

PSD2 PLANT (clause 4)

PSD2.1 Transport (sub-clause 4.3)

Delete the words "normally open to the public" in the second paragraph.

PSD3 CONSTRUCTION (clause 5)

PSD3.1 Barricading and Lighting (sub-clause 5.1.1.1a)

Delete "600 mm" and add " 900 mm".

PSD3.2 Negligence (sub-clause 5.1.2.4)

Other than the costs involved in repairing damaged services and damage caused by such no other penalties will be imposed.

PSD3.3 Conservation of topsoil (sub-clause 5.2.1.2)

Delete "the Contractor will not be required to remove topsoil from any area in which the average depth of soil is less than 150mm".

PSD3.4 Excavation for General Earthworks and Structures (sub-clause 5.2.2.1)

Unexpected or large amounts of rock shall be reported immediately to the Engineer.

PSD3.5 Transport of Earthworks (sub-clause 5.2.5.1 and 5.2.5.2)

All surplus excavated material shall be disposed of by the Contractor at a designated site. The site forms part of the contract and no extra payment will be made for spoil, compaction to 90% mod. AASHTO and levelling of this site. No freehaul or overhaul is applicable.

PSD4 TESTING (clause 7)

PSD4.1 Exploratory holes (sub-clause 7.1)

Delete "such operations will be paid as dayworks" and add "such operations will be paid at the scheduled rates".

PSD4.2 Taking and testing of samples (sub-clause 7.2)

Determination of the standard of compaction achieved shall be carried out in accordance with TMH

1. Costs of testing shall be included in the rates for compaction.

SANS 1200 DB EARTHWORKS (PIPE TRENCHES)

PSDB1 MATERIALS

PSDB1.1 Classes of Excavation (sub-clause 3.1)

Refer to clauses PSD1.1 and PSD1.2 of the Scope of work

PSDB2 PLANT (clause 4)

PSDB2.1 Compaction Equipment (sub-clause 4.3)

The use of mechanical compaction equipment will not be permitted for the 300 mm above the crown of the pipe.

PSDB3 CONSTRUCTION (clause 5)

PSDB3.1 Excavation (sub-clause 5.4)

Unless prior approval of the Engineer is obtained the maximum length of open trench at any time shall not exceed 100 m.

PSDB3.2 Excavation (sub-clause 5.4)

Where ordered by the Engineer, trial holes shall be opened up well ahead of excavation to ascertain the nature of materials and positions of underground services. A record shall be kept of the positions, sizes of holes and of the materials and services encountered. Backfilling shall be carried out immediately after the information has been obtained and shall consist of approved materials compacted in 250 mm thick layers to the density of the adjacent ground. Separate items for trial holes are included in the schedule.

PSDB3.3 General (sub-clause 5.6.1)

Backfill shall not be placed over and around any joint in the pipeline until such time as the pipeline has been successfully tested and approved by the Engineer.

PSDB4 MEASUREMENT AND PAYMENT (clause 8)

PSDB4.1 Basic principles (sub-clause 8.1.2)

All trench excavations shall be measured linearly.

PSDB4.2 Computation of quantities (sub-clause 8.2.3)

For pipes of nominal diameter up to and including 125 mm the base in accordance with sub-clause 5.2 shall be 600 mm for depths not exceeding 1.5m.

PSDB4.3 Excavation ancillaries (sub-clause 8.3.3)

Add the following:

Top soiling of trenches shall be carried out in accordance with SANS 1200 D Sub-Clause 5.2.1.2 and 5.2.4.2 and 8.3.9.

PSDB4.4 Excavation (sub-clause 8.3.2)

Payment for excavation will be as follows:

50% of the rate Tendered for excavation items upon completion of the excavation to the trench bottom, a further 30% upon completion of Backfilling and compaction and the remaining 20% upon the completion of reinstatement and disposal of surplus and unsuitable material.

SANS 1200 D K GABIONS AND PITCHING

PSDK1 CONSTRUCTION

PSDK1.1 Backfilling Gabions / Mattresses (sub-clause 5.2.4.1/2)

The exposed face of all gabions and mattresses shall consist of selected rock particles so as to present the appearance of a dry stone pitched surface.

SANS 1200 GA CONCRETE (SMALL WORKS)

PSGA1 MATERIALS (Clause 3)

PSGA1.1 Applicable Specifications (sub-clause 3.2.1)

The type of cement to be used in the concrete works shall be Portland Cement complying with SANS 471.

SANS 1200 LB BEDDING (PIPE)

PSLB1 MATERIALS

PSLB1.1 Selected Granular Material (sub-clause 3.1)
Delete the word "singularly"

PSLB1.2 Bedding (sub-clause 3.3)

uPVC pipelines shall be regarded as flexible pipes and the class of bedding to be used shall be as shown on the drawings. All other pipes shall be regarded as rigid and a Class B bedding shall be used.

PSLB1.3 Selection (sub-clause 3.4)

Suitable selected bedding material will generally be available from trench excavations along the route but additional provisions for bedding materials shall be in accordance with sub-clause 3.4.2.

PSLB2 CONSTRUCTION (clause 5)

PSLB2.1 Compacting (sub-clause 5.1.4)

The use of mechanical compaction equipment will not be permitted within 300 mm of the crown of the pipe.

PSLB3 TOLERANCES (Clause 6)

PSLB3.1 Moisture Content and Density (sub-clause 6.1)

The degree of accuracy shall be II.

SANS 1200 LD SEWERS

PSLD1 MATERIALS (Clause 3)

PSLD1.1 Pipes, Fittings and Pipe Joints (Sub-clause 3.1)

Sewer mains and erf connections shall be of heavy duty Class 34 uPVC piping.

PSLD1.2 Precast Concrete Sections (sub-clause 3.5.2)

Joints between sections shall be sealed with an approved sealant and tape.

PSLD1.3 Covers and Frames (sub-clause 3.5.8)

All manhole covers will be precast similar to "Cementile No MS 1206" product using a 30 MPa cement.

PSLD1.4 Step Irons (Sub-clause 5.6.3)

"Calcamite" step irons are to be cast into the manhole walls as specified.

PSLD2 TESTING (Clause 7)

PSLD2.1 Air Test (Sub-clause 7.2.1)

Air test on the sewers shall be carried out in the presence of the Engineer, after the trench backfill has been completed up to a natural ground level. For each test, a copy of the form "TEST FOR SEWERS" shall be completed and certified by the Contractor and the Engineer, as a record of the test.

PSLD2.2 Watertightness of Manholes (sub-clause 7.2.6)

Manholes shall be tested separately from the sewer pipes in accordance with Clause 3.2.12 of SANS 0120 Section LD part 3.

Sub-clause 3.2.12(d) is to be deleted.

PSLD3 MEASUREMENT AND PAYMENT (Clause 8)

PSLD3.1 Manholes (sub-clause 8.2.3)

The cost of testing manholes shall be included in the rate tendered for the installation of manholes.

PSLD3.2 Manhole Depths for Measurements (Sub-clause 8.2.5)

Add the following to sub-clause 8.2.5:

"Manhole depths shall be measured from the invert of the outgoing pipe to the top of the cover slab. Manhole cover levels are to be 75mm above natural ground level except in carriageways where they are to be flush with the surfacing, unless otherwise specified or ordered".

PPSD 1 ELECTRICAL SPECIFICATION

PPSD 1.1 MOTOR CONTROL PANELS

The electrical distribution boards are to be manufactured by a reputable company, with relevant experience in the manufacturing of electrical distribution boards, control panels, etc. Approval of the manufacturing company should be obtained from the Engineer prior to the placing of any orders / commencement of Works.

Detailed wiring diagrams and shop (manufacturing) drawings of the proposed electrical distribution board is to be submitted to the Engineer for approval, prior to manufacture.

Approval of the wiring diagrams and shop (manufacturing) drawings by the Engineer does not remove any responsibility from the contractor to ensure the completeness and compliance of the distribution board.

The contractor shall ensure that the respective electrical distribution boards are constructed to fit into the spaces provided, that sufficient space is allowed for the cable ends and termination thereof and that the board is provided with an architrave and a hinged lockable door. All electrical distribution boards shall have a protection rating of no less than IP55.

All gland plates, as well as top or side plates used for the termination of cables shall be easily removable to facilitate the drilling and punching of holes. Panels (fascia) and cover plates are to be fixed to the framework by means of "Quicklock" or other similar captive fasteners. Self-tapping screws or dome nuts will not be accepted. Panels (fascia) and cover plates are to be fitted with chrome plated handles to facilitate removal.

Where applicable, the front panels of normal supply, standby power supply and uninterruptible power supply sections shall be painted in distinctive colours, namely :

- ❑ External : White
- ❑ Normal supply : Light Orange, colour B26 of SABS 1091
- ❑ Standby power supply : Signal Red, colour A11 of SABS 1091
- ❑ Un-interruptible power supply : Dark Violet, colour F06 or Olive Green, colour H05 of SABS 1091

PPSD 1.2 Conduit and Conduit Accessories

Conduit for the general lighting and small power installations shall be PVC type conduit. Wherever, the conduit installation is exposed, or surface mounted, galvanised conduit shall be utilised.

Conduit accessories shall be galvanised conduit type in accordance with SANS 162, 763 and 1007 respectively.

The conduit and conduit accessories shall comply fully with the applicable SABS specifications as set out below and the conduit shall bear the mark of approval of the South African Bureau of Standards.

- ❑ Plain-end metallic conduit and accessories: SANS 1065, Parts 1 and 2
- ❑ Non-metallic conduit and accessories: SANS 950

The Specialist Sub-contractor shall ensure that conduit installation shall, wherever possible, be installed within the ceiling voids / roof space. Wherever necessary, the services shall be chased, or cast into, the concrete slabs and brick walls.

Should flush mounting not be practical (or possible), the Contractor shall obtain prior approval from the Engineer, for the installation of surface mounted conduit and / or accessories. If approved, surface mounted conduits shall be installed using galvanised spacer brackets, allowing a clear space of 25 mm. Conduit accessories shall be mounted on similar brackets, ensuring an aesthetic installation.

PPSD 1.3 Conductors

All low voltage single core conductors shall be of the PVC insulated type with stranded copper conductors, rated at 600 V general service duty and manufactured to SANS 1507 - 1990.

The colour coding for the PVC insulation shall be red, white and blue for phases, black for neutral and green and / or yellow for earth.

No openly installed (i.e. surface mounted) “surfix” or twin and earth will be permitted unless otherwise authorised by the Engineer prior to installation.

No single core conductors will be permitted on open channels and cable ladders.

The drawing in of more than two circuits per conduit shall not be allowed.

PPSD 1.4 Lighting Installation

Light outlet points shall be installed generally in positions as indicated. They shall be as symmetrical as possible within the area in which they are fitted. Cognisance must be taken of the finishes and structural components to avoid clashes of services.

Ceiling mounted fluorescent fittings shall be secured to the concrete ceiling by means of expansion bolts, or “Hilti” fixings, and to the ceiling boards by means of galvanised “Butterfly” expansion nuts.

The Specialist Sub-contractor is to include in the Tender Price the provision of fixing additional branderings where needed.

Light switches shall be a fully modular system comprising a strong, universal steel support frame, an easy clip-on assembly and a white screwless cover plate i.e. Mosaic™ product range, or Lumex Clipsal S2000 series, or Crabtree Diamond Range, etc.

Light switches, unless otherwise indicated, shall be installed at 1 400 mm AFFL, and shall be installed generally in positions as indicated.

The light switches, and associated outlets, shall be of the same type and manufacture as the flush-mounted and the power skirting / flush floor / under-screed small and large power, telephone and data outlets.

All lamp types shall be guaranteed for the full duration of the guarantee period and / or the stipulated lamp life, as stated by the lamp Manufacturers, whichever is the greater.

Ballasts of fluorescent type fittings shall bear of the electronic type, and shall bear the relevant SANS mark.

The Contractor shall, upon completion of the Contract, issue to the Employer, for their maintenance purposes, the spare lamps as specified in the Schedule of Quantities.

Photo-electric daylight switches shall be supplied and installed in accordance with Part 5 of this Tender Document.

PPSD1.5 Earthing System

The earthing system shall comply with SANS 0142 - 1987 and shall comprise a continuous main copper earth bar together with connections to all items of electrical, electronic and mechanical equipment.

Bonding of the earth system to metal work in buildings, concrete reinforcing, roofs or pipework, etc. shall also be supplied under this contract.

The clamping surfaces of all connections shall be properly tinned to prevent oxidation.

Where earthing conductors are run on walls or vertical surfaces they shall be secured by "stand-off" bolted saddles at intervals not exceeding 1 268 mm.

Earth electrodes to be supplied and installed under this contract shall consist of 16 mm diameter extensible molecular bonded copper clad steel rods 1 800 mm long, complete with coupling and terminal. These electrodes must comply with SANS 0163 - 1985.

The Contractor shall be responsible for the supply and installation of the required earthing system.

PPSD1.6 Surge Protection System

All electrical distribution boards are to be fitted with surge protection, as is required by the relevant regulations.

The Contractor shall be responsible for the supply and installation of the required surge protection equipment.

PPSD1.7 Lightning Protection System

A provisional sum has been allowed in the Schedules of Quantities for the lightning protection system, to be undertaken by a Contractor.

The Engineer shall prepare detailed design drawings for the required lightning protection system.

The Engineer shall, in consultation with the Specialist Sub-contractor, invite tenders from prospective Specialist Sub-contractors, for the required lightning protection system.

The Contractor shall be responsible for the liaison with and co-ordination of the Specialist Sub-contractor appointed for the lightning protection system.

General

Earthing systems to protect buildings against lightning shall be in accordance with SANS 03 - 1985, as amended.

The components of the lightning protection system shall be installed such that they are not visible; surface mounting of the components shall be kept to an absolute minimum and only where absolutely necessary.

Roofs

Metallic roof sections shall be connected to down conductors to form the overall air termination network, and metallic gutters and drainpipes shall be bonded to this.

Non-metallic (e.g. concrete) sections of roofs shall be fitted with edge or ridge conductors of coastal quality aluminium alloy, which shall be bonded to steel reinforcing by means of bimetallic bonding terminals.

These conductors shall be supported by suitable cleats or clamps, which must allow for thermal expansion. The mounting thereof shall be such as to prevent corrosion due to direct contact with the concrete.

The air termination network shall be connected to the ground earth electrodes by down conductors.

Parts of the building, e.g. chimneys protruding above the general level of the roof shall be protected either by lightning masts or edge conductors, connected to the air termination network.

Down Conductors

The concrete reinforcing, steel columns or similar metal work in the walls of the building shall normally be used as down conductors, connected to the air termination network ground electrode systems through bonding terminals.

Where connected to reinforcing, these terminals shall be cast into the concrete and the reinforcing bars shall be bonded together with mild steel wire prior to casting the concrete.

Where separate external copper or aluminium down conductors are used these shall be bonded to the metal structure of the building to prevent flashing puncturing the concrete or brickwork.

There shall be a minimum of two down conductors (maximum spacing 30 m of building perimeter) preferably located at opposite building corners.

Down conductors shall be connected to the ground system with (if aluminium, bimetallic) bonding terminals 500 mm above ground level.

These terminals shall also be useable as test terminals. The down conductor shall be sleeved below the terminal to a depth of 400 mm below ground level by PVC pipe fixed to the building wall.

Ground Earth Electrodes

The steel reinforcing in the foundation of the building shall be bonded to the ground electrode system.

The steel reinforcement of the building foundation slab shall be earthed by means of driven or pre-drilled rods prior to casting of the concrete. The reinforcing bars shall be bonded together with mild steel wire.

The ground earth electrode shall consist of a trench earth around the building with a single 70 mm² copper conductor or 25 mm x 3 mm strip, buried at a minimum depth of 1 000 mm not more than 1 000 from the building, unless necessary to increase locally to avoid pipes or other fixtures.

The conductor shall be buried in riddled earth to improve conductivity.

The earth resistance of the ground electrode shall not exceed 30 ohms when isolated from the rest of the low voltage electrical system and down leads and shall be supplemented as necessary with driven molecular bonded copper clad steel rods manufactured to SABS 0163 - 1985.

PPSD1.8

Telemetry/GPRS Equipment

The telemetry/GPRS will send alarms and data to a control room where the operation and the security of the four Sewer Pump station can be monitored 24 hours a day. The system will monitor electric fencing, tamper switches, stopping, starting and trip out on the four system.

C4: SITE INFORMATION

C4. Site Information

The site is located approximately 10 km from Maclear Town – the site is along Maclear to Matatiele road



Co-ordinates:

Latitude : -31,04554 (31° 2' 43,95" S)

Longitude : 28,35342 (28° 21' 12,29" E)

SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract for Construction Works, Third Edition (2015), which the bidder must purchase.
- (ii) **VOLUME 2:** The SABS 1200 Standard Specification for Civil Engineering Construction issued by South African Bureau of Standards which the bidder must purchase.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUME 3 is to be submitted.**
2. Volume 1 and 2 are obtainable from the South African Institution of Civil Engineering