

EASTERN CAPE RURAL DEVELOPMENT AGENCY



TENDER FOR CONSTRUCTION

DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI

TENDER NO: SCMU 08-2021/22

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
DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI
TENDER No.: RFP 11 – 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	

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SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** FIDIC 2017, Conditions of Contract for Design Build Plant (Yellow Book).
- (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 is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, [e-mail: general@cesa.co.za](mailto:general@cesa.co.za).
- 3. Volume 2 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za or can be purchased from the Employer.

EASTERN CAPE RURAL DEVELOPMENT AGENCY
DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI
TENDER No.: RFP 11 – 2021/22

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T1: TENDERING PROCEDURES

T1.1 -TENDER NOTICE AND INVITATION TO TENDER



EASTERN CAPE RURAL DEVELOPMENT AGENCY

TENDER NOTICE

PROJECT NAME: DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI

TENDER NO.: RFP 11 – 2021/22

Bids are hereby invited from interested tenderers for the **DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI**.

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

Bid documents will be available from ECRDA website at www.ecrda.co.za. The documents will be available on **19 NOVEMBER 2021**.

Technical Enquiries should be addressed to **Mr Simnikiwe Xawuka** of **Royal Mndawe Holdings (Pty) Ltd t/a ROMH Consulting** on (T) **043-748 0018**, (C) **083-578 9805 / 084-581 9221**, or (E) **simnikiwex@romh.co.za**

A **Compulsory Site Inspection** will be held on **Thursday 25 November 2021**, at **11h00am**. Prospective bidders are to meet at venue at the said time. The Coordinates are Latitude : **31°02'40" S** Longitude : **28°21'06" E**.

Completed bid documents are to be placed in a sealed envelope endorsed "**DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI: BID No. RFP 11 – 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 **11h00am on 10 December 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. Cement – 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

T1.2 – TENDER DATA

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: ROYAL MNDawe HOLDINGS (Pty) LTD t/a ROMH CONSULTING</p> <p>Address: 51 Balfour Road, Vincent, EAST LONDON, 5247</p> <p>Tel: 043-748 0018 / 083-578 9805 / 084-581 9221</p> <p>E-mail: simnikiwex@romh.co.za</p>
F.2.1	<p>Eligibility Criteria</p> <p>Only Bidders meeting the following Criteria will be considered for Tender:</p> <p>a) Tenderers should have a CIDB contractor grading designation of 5 ME or 5CE higher.</p> <p>b) Only tenderers with a B-BBEE contributor status level of 1, 2, 3 or 4</p> <p>c) Joint Venture are eligible to submit tenders provided they have:</p> <ul style="list-style-type: none"> Consolidated BBBEE in line with c) above

	<ul style="list-style-type: none">The lead has the appropriate CIDB Grading (5 CE or 5 ME) <table><tr><th>Category of tender</th><th>Upper limits per CIDB Regulation 17 (effective 7 October 2019)</th><th>Employer's allowable margins</th></tr><tr><td>CE 1</td><td>R500 000</td><td rowspan="8">The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td></tr><tr><td>CE 2</td><td>R1 000 000</td></tr><tr><td>CE 3</td><td>R3 000 000</td></tr><tr><td>CE 4</td><td>R6 000 000</td></tr><tr><td>CE 5</td><td>R10 000 000</td></tr><tr><td>CE 6</td><td>R20 000 000</td></tr><tr><td>CE 7</td><td>R60 000 000</td></tr><tr><td>CE 8</td><td>R200 000 000</td></tr></table> <p>d) Company should be registered with National Treasury Central Supplier Database</p> <p>e) Meet the minimum threshold designated for local production and content as issued by Department of Trade and Industry (DTI)</p> <p>Functional Criteria</p> <p>f) List of minimum three (3) similar Projects undertaken of value not less than R 2 250 000, together with fully signed Completion Certificates, Practical Completion Certificates, or Reference Letters for each similar Project.</p> <p>g) Construction Manager must have 3 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management)</p> <p>h) Contract Manager must have 5 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management)</p>	Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Employer's allowable margins	CE 1	R500 000	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	CE 2	R1 000 000	CE 3	R3 000 000	CE 4	R6 000 000	CE 5	R10 000 000	CE 6	R20 000 000	CE 7	R60 000 000	CE 8	R200 000 000
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	<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				

	<p>of such contract;</p> <p>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> <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	<p>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</p>
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>
F3.13	<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	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

Annex F *(normative)*

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.4 For the purposes of these conditions of tender, the following definitions apply:

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

F.1.5 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.1.6 Cancellation and Re-Invitation of Tenders

F.1.6.1 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.1.6.2 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.1.7 Procurement procedures

F.1.7.1 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.1.7.2 Competitive negotiation procedure

F.1.7.2.1 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.1.7.2.2 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.1.7.2.3 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.1.7.2.4 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.1.7.3 Proposal procedure using the two stage-system

F.1.7.3.1 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.1.7.3.2 Option 2

F.1.7.3.2.1 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.1.7.3.2.2 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.2.1 Tenderer's obligations

F.2.1.1 Eligibility

F.2.1.2 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.2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

- 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.

F.3.9.2 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):

$$P_s = 80 [1 - (P_t - P_{min}) \div P_{min}]$$

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)(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 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	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
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 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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract, 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;
- d) complies with the legal requirements, if any, stated in the tender data; and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

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

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

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

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

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

F.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees.

F.3.19.7 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

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

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 Municipal Rates and Taxes
- T2.1.11 Contracts Awarded to the Tenderer by an Organ of State
- T2.1.14 Confirmation Of Tenderer's Visit To The Site
- T2.1.15 Certificate of Authority for Signature
- T2.1.16 Alterations by bidder
- T2.1.17 Company Registration
- T2.1.18 MBD 4: Declaration of Interest (in the Service of the State)
- T2.1.19 MBD 5: Declaration for Procurement Above R10 Million (VAT) Included
- T2.1.20 MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- T2.1.21 MBD 9: Certificate of Independent Bid Determination
- T2.1.22 MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017
- T2.1.23 B-BBEE Certificate or Affidavit
- T2.1.24 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:		
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***

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.

Signed

Date

Name

Position

**Enterprise
name**

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

Signed

Date

Name

Position

**Enterprise
name**

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.			

Signed

Date

Name

Position

**Enterprise
name**

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
<p>List of minimum three (3) similar Projects undertaken of value not less than R 2 250 000, together with fully signed Completion Certificates, Practical Completion Certificates, or Reference Letters for each similar Project.</p> <p>Failure to submit fully signed Completion Certificates, Practical Completion Certificates, or Reference Letters, will result in the project not being scored</p> <p>A similar project is defined as:</p> <p>Earthworks and Reinforced Concrete – Foundations; Alternative Buildings Technology; Weigbridge Support Structures; Installation of a Grain Storage System; Electrical Infrastructure for Small Industries; and Mechanical Infrastructure for Small Industries</p> <p>Bidders must indicate on <u>Form T2.1.7</u> (Schedule 1 and Schedule 2) similar works undertaken, providing full details of the works undertaken in each area.</p>	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 more than 5 years post qualification experience with an FET or University diploma in Built Environment (Civil, Mechanical, Electrical, Building and Construction Management).	35
Contract Manager has between 3 and 5 years post qualification experience with an FET or University diploma in Built Environment (Civil, Mechanical, Electrical, Building and Construction Management).	25

Contract Manager has less than 3 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management)	0
Construction Manager:	
Construction Manager has more than 3 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management).	35
Construction Manager has between 2 and 3 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management).	25
Construction Manager has less than 2 years post qualification experience with an FET or University diploma in built environment (Civil, Mechanical, Electrical, Building and Construction Management).	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 (NQF 6); and
- 5 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. Construction Manager:

- N3 Engineering Certificate; and
- 3 Years 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

**Enterprise
name**

T2.1.8 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).

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>	_____		

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 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.

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>	_____		

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		

Signed

Date

Name

Position

**Enterprise
name**

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

This is to certify that

.....(Tender)

of

.....(Address)

was represented by the person named below at the Compulsory Site Visit held for all Tenderer's at:

.....(Location)

on(Date) starting at(Time)

We acknowledge that the purpose of the Compulsory Site Visit is to acquaint ourselves with the Site of the Works and / or matters incidental to doing the work specified in the Tender Document in order for us to take account of everything necessary when compiling our Rates and Prices included in the Tender.

Particulars of person attending Site Visit:

Name **Signature**

Designation

Attendance of the above persons at the Compulsory Site Visit is confirmed by the Employer's Representative, namely:

Name **Signature**

Designation

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

Signed

Date

Name

Position

**Enterprise
name**

T2.1.16 COMPANY REGISTRATION

Information to be provide and attached to this page:

If your Entity is a:		Documentation to be submitted with the Tender:
1	Closed Corporation incorporated under the Close Corporation Act 1984, Act 69 of 1984.	CIPC CK1 or CK2 (Copies of the founding statement) and list of members.
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: a) CIPC CM 1 - Certificate of Incorporation b) CIPC CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital.	Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
4	Co-operative	CIPC CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
5	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

T.2.1.17 DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) MBD4

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.

.....
.....

3.11 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

Signed

Date

Name

Position

**Enterprise
name**

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

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?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the 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:

RFP 11 – 2021/22 DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI

(Bid Number and Description)

in response to the invitation for the bid made by:

EASTERN CAPE RURAL DEVELOPMENT AGENCY

(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.
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.

Signed

Date

Name

Position

**Enterprise
name**

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.

T2.1.21 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)

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

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

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

T.2.1.22 B-BBEE CERTIFICATE OR AFFIDAVIT

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

Signed

Date

Name

Position

***Enterprise
name***

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

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)

- 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):

.....

N.B.

- 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: _____

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.

(E2) Tender description:

(E3) Designated products:

(E4) Tender Authority:

(E5) Tendering Entity name:

Note: VAT to be excluded from all calculations

**Local Products
(Goods, Services
and Works)**

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

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

R 0

(E10) **Manpower costs** (Tenderer's manpower cost)

R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R 0

(E13) Total local content

R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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 Seleka | 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:

RFP 11 – 2021/22 DESING AND CONSTRUCTION OF A GRAIN STORAGE FACILITY AT ELUNDINI

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

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

1. The Conditions of Contract for Construction (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended, shall apply to this contract. The amendments are those published by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by Eastern Cape Rural Development Agency

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PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

ERRATA to the First Edition, 1999

The following significant errata are corrected in this reprinting of the First Edition of the Construction Contract. Several minor typographical errors and layout irregularities have also been corrected.

GENERAL PROVISIONS

Foreword	In figure "Typical sequence of Payment Events envisaged in Clause 14", change "14.11 Contractor issues Final Statement ..." to "Contractor submits Final Statement ...".
Page 2	In the middle of the third line of Sub-Clause 1.1.2.9, delete "under".
Page 26	In the title of Sub-Clause 8.1, substitute "Works" for "Work".
Page 56	In the penultimate line, delete the parentheses "(" and ")".
Page 60	Sub-Clause 20.3, in the line following sub-paragraph (d), delete "Particular Conditions" and substitute "Appendix to Tender".
Page 68	In the third line of Clause 9, delete the two words "notice to".

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

Page 14	Under Sub-Clause 14.9, delete "EXEMPTION" and substitute "RETENTION".
Annexes	Delete "© FIDIC".

SUBJECT INDEX

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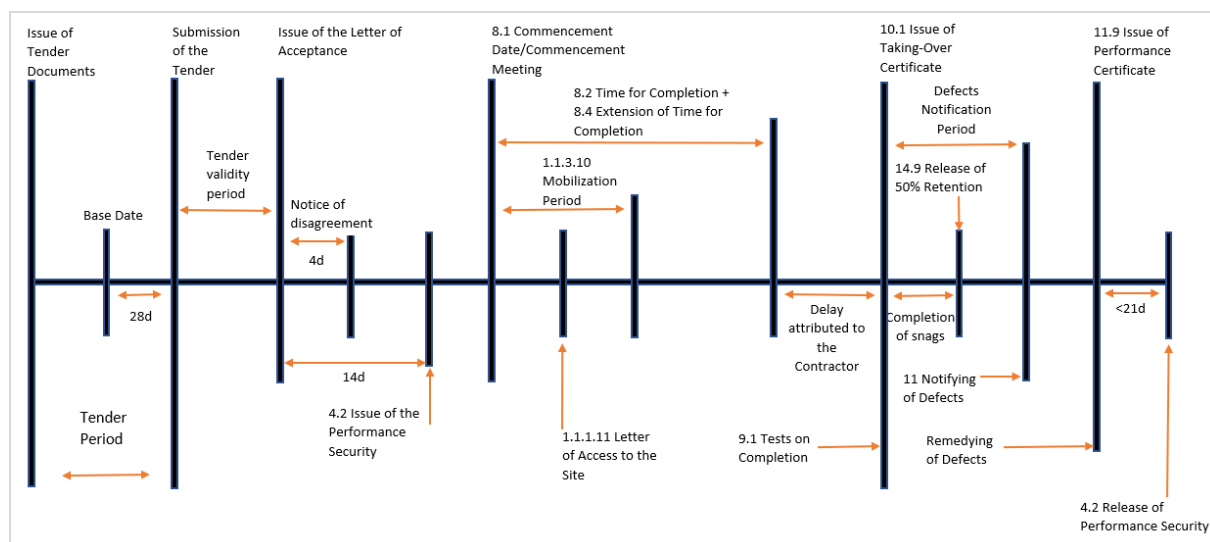
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

FOREWORD

Add the following illustrative chart as a clarification of the sequence of the Contract activities as amended in this Particular Conditions:

“



Typical sequence of Principal Events during Contracts for Construction as amended”

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

“ **Contract**” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

Replace 1.1.1.3 with:

“ **Letter of Acceptance**” means the Form of Acceptance as contained in part C1.1.2 of the contract documents.”

Replace 1.1.1.4 with:

“ **Letter of Tender**” means the Form of Offer as contained in part C.1.1.1 of the contract document.”

Replace 1.1.1.5 with:

“ **Specification**” means the document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.”

Replace 1.1.1.7 with:

“ **Schedules**” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

Replace 1.1.1.8 with:

“ **Tender**” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

Replace 1.1.1.9 with:

“ **Appendix to Tender**” means the completed section entitled C1.2.2 Contract Data – Information provided by the Employer included in the Contract Data.”

1.1.1.10 - Add the following:

“ **Bill of Quantities**” shall also mean the Pricing Schedule as contained in section C2.2 of the contract document.”

“1.1.1.11 **Letter of Access to the Site**” means a letter issued by the Employer giving the Contractor right of access to the Site in accordance with Sub-Clause 2.1 [Right of Access to the Site]”

1.1.2 **Parties and Persons**

Add the following:

“1.1.2.11 **Targeted Enterprise**” means an enterprise defined in Section D of Part C3 Scope of Work.”

1.1.3 **Dates, Tests, Periods and Completions**

Replace 1.1.3.9 with:

“A **day**” means a calendar day, except for any extension of time that is granted under sub-clause 8.4, [Extension of Time for Completion], in which case a day means a working day. A **year**” means 365 calendar days”.

Add the following:

“1.1.3.10 **Mobilisation Period**” means the period as stated in the Appendix to Tender, or the period between the Commencement Date and the date that the Contractor starts with the execution of the Permanent Works, whichever is the shortest.

1.1.3.11 **Working day**” means a day that is not listed as a Special non-working day”

1.3 Communications

Add the following before the last paragraph:

“However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings.”

1.5 Priority of Documents

Insert the following at the end of the 1st paragraph before the colon:

“... unless specifically stated otherwise in the contract:”.

Replace sub-paragraphs items (a) to (h) with:

- “(a) the Forms of Offer and Acceptance
- (b) the Appendix to Tender within the Contract data
- (c) the Particular Conditions of Contract
- (d) the General Conditions
- (e) the project Specifications (Scope of Works (Part C3))
- (f) the project Drawings,
- (g) the standard Specifications,
- (h) the Bill of Quantities (Pricing Data (Part C2)); and
- (i) the Schedules and any other documents forming part of the Contract.”

1.6 Contract Agreement

Replace the 1st two sentences with the following:

“The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents”

1.8 Care and Supply of Documents

In the 1st paragraph, 2nd line, change “two copies” to “one copy”.

In the 2nd paragraph, 3rd line, change “six” to “two”.

1.11 Contractor’s Use of Employer’s Documents

At the end of the 1st sentence add:

“as well as any research, innovation, industry cutting edge technology and any form of trials undertaken as part of the Contract.”

2.1 Right of Access to the Site

At the end of the 1st paragraph add :

“In addition to the Performance Security, there are conditions pertaining to Permits from the Department of Labour, the Mobilisation Period and to the Contract Participation Plan, which

may result in access to the site being withheld as stated in the Form of Acceptance and Appendix to Tender.”

2.5 Employer’s Claims

In the 2nd sentence of the 1st paragraph after the words “....Sub-Clause 4.20 [Employer’s Equipment and Free-Issue Material],” add the following:

“Sub-Clause 8.7 [Delay Damages]”

3.1 Engineer’s Duties and Authority

After the 3rd paragraph insert the following:

“In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer’s approval shall also be obtained before taking any action under sub-clauses 8.1, 8.8, 10.1, 11.9 and 13.3 as amended in these Particular Conditions.”

Add the following new sixth paragraph:

“If the Engineer is a legal entity, a natural person employed by the Engineer and approved by the Employer shall be appointed and authorised to act as the Engineer under the Contract.”

4.1 Contractor’s General Obligations

Add the following sentence below the 4th paragraph:

“With regard to the Contractor’s proposals submitted under the item of the Scope of Works titled “Section D: Stakeholder and Community Liaison and Targeted Labour and Targeted Enterprise utilisation and development”, if the Contractor fails to provide the employment or training to the extent proposed, the Employer may impose penalties as set out in the above-mentioned Scope of Works.”

4.2 Performance Security

Delete the 2nd paragraph and replace with the following:

“The Contractor shall deliver the Performance Security (as stated in the Appendix to Tender) to the Employer within 14 days of the date of issue of the Form of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer.”

Delete the 4th paragraph and replace with the following:

“The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.”

Delete the last paragraph and replace with the following:

“The Employer shall return the Performance Security (as stated in the Appendix to Tender) within 21 days after issuing the Performance Certificate.”

4.4 Subcontractors

*Change the title to read “**Subcontractors and suppliers**”*

In the 1st paragraph delete “the whole of the Works” and add “more than the percentage of the Works as stated in the Appendix to Tender without the express approval of the Employer”.

In the 1st line of the 2nd paragraph, after the word “Subcontractor” replace the expression “his agents or employees” with “suppliers, their agents or employees”.

Add the following sub-paragraphs:

- “(e) The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the standard FIDIC subcontract agreement (version 2011).
- (f) If the Contractor is required to employ one or more Subcontractors under his targeted enterprise development, then the provisions of Sub-Clause 5.4 [*Evidence of Payments*] shall apply as if such Subcontractor is a Nominated Subcontractor.
- (g) Each subcontract shall include the provisions:
 - (i) The Contractor undertakes to pay the Subcontractor the full value as certified by the Engineer as being due to the Subcontractor in each Interim Payment Certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor;
 - (ii) If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 14 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor;
 - (iii) If the Subcontractor is not a Targeted Enterprise, the Contractor undertakes to make payment within 30 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor
- (h) The Contractor shall disclose all subcontracting arrangements.
- (i) The Contractor shall not subcontract more than 25% of the value of the contract (including value of work allocated to Targeted Enterprise(s) but excluding work specified in the Scope of Works to be procured through the Employer’s Supply Chain Procurement process) to any Subcontractor with a lower B-BBEE status level than the Contractor, unless the intended Sub-contractor(s) is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract, and the value of the subcontracted work is below the EME threshold.
- (j) The total retention money held for all subcontractors shall not exceed the maximum value of the retention money as specified under Sub-Clause 14.3(c) and shall be held pro-rata per subcontractor.
- (l) 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor’s retention

money shall be released when a Subcontractor's work does not show any defect within 12 (twelve) months after the completion of the subcontract. However, the Subcontractor's retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.

- (m) No performance security shall be required for Targeted Enterprise sub-contractors.
- (n) Penalties for sub-contractors shall be limited to 10% of the accepted sub-contract amount.
- (o) All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD).
- (p) All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.
- (q) All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed.

If the Contractor fail to disclose all subcontracting agreements, or fail to comply with the requirements of this clause he shall be given 14 days to make representation as to why:

- (i) the contract shall not be terminated;
- (ii) the Contractor shall not be penalised up to 10% of the value of the contract."

4.7 Setting Out

Amend the 2nd line of the 2nd paragraph to read:

"... reference, provided that the Contractor shall provide proof of their inaccuracy before they are used."

4.10 Site Data

In the 1st paragraph, 1st sentence, replace "prior to the Base Date" with "either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents", and delete the 2nd sentence.

4.17 Contractor's Equipment

Add the following paragraph:

"The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."

4.19 Electricity, Water and Gas

In the 1st paragraph, 1st line, delete "except as stated below", and delete the 2nd and 3rd paragraphs.

4.21 Progress Reports

In the 1st paragraph, 2nd line, delete "in six copies".

Add the following at the end of the 3rd paragraph:

- “(i) Comparison of estimated Contract Price and the original Contract Price as stated in the form of Acceptance, with details of any events or circumstances which may result in the original Contract Price to be exceeded, and the measures being (or to be) adopted to prevent this.
- (j) SHE audits, SHE incidents, traffic accidents, Environmental management report, employment, empowerment and training reports (extracted from Employer system), training plan, communication plan, media information, site memos, drawings issued, mix designs, work authorisations, daywork, programme, sub-standard work, cashflow and expenditure, claims, risk report and penalties.”

4.22 Security of the Site

Replace the fullstop at the end of subclause (b) with a comma and continue this clause as follows:

“and authorised utility or service owners whom the Employer or the Engineer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners.”

6.5 Working Hours

Replace the 1st sentence with the following:

“No work shall be carried out on Site on any special non-working day or within the non-working hours of any day as stated in the Appendix to Tender, unless:”

6.7 Health and Safety

In the 1st paragraph delete the 2nd sentence.

Add the following as a new 4th paragraph:

“The Contractor and his Subcontractors shall be in good standing in terms of the Compensation for Occupational Injuries and Disease Act (COIDA) and have a letter as proof.

Add the following as a new 5th paragraph:

“The Contractor shall also comply to the requirements of the Scope of Works titled: Section E: Requirements of the Occupational Health and Safety Act and Regulations.”

6.9 Contractor's Personnel

Add the following new subparagraphs to the 1st paragraph:

- “(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Employer's Personnel in breach of sub-clause 6.3 [Persons in the Service of Employer].”

Add the following as a final paragraph:

“The requirements for key personnel as stated in the Appendix to Tender shall also apply for the duration of the contract.”

8.1 Commencement of Work

In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace “42 days after the Contractor receives the Letter of Acceptance” with “28 days of the date of issue of the Form of Acceptance, unless otherwise stated in the Appendix to Tender.”

In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Appendix to Tender.”

8.3 Programme

Delete the contents in its entirety and replace with the following:

“The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after the Commencement Date. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Engineer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of the Works, every month.

The initial programme and each revised programme shall be submitted to the Engineer in one paper copy, one electronic copy and additional paper copies (if any) as stated in the Appendix to Tender, and shall include:

- (a) the Commencement Date and the Time for Completion, of the Works and of each Section (if any);
- (b) the date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Appendix to Tender. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;
- (c) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), preparation and submission of Contractor’s Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor (as defined in Sub-Clause 5.1) [*Nominated Subcontractors*] and testing;
- (d) the Review periods for any submissions or mix designs stated in the Specification or required under these Conditions;
- (e) the sequence and timing of inspections and tests specified in, or required by, the Contract;
- (f) for a revised programme: the sequence and timing of the remedial work (if any) to which the Engineer has given a notice to the Contractor under Sub-Clause 7.5 [Rejection] and/or the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];
- (g) all activities (to the level of detail stated in the Specification), logically linked and showing the earliest and latest start and finish dates for each activity, the float, and the critical path(s);
- (h) the dates of all locally recognized days of rest and holiday periods and special non-working days defined in the Appendix to Tender (if any);

- (i) all key delivery dates of Plant and Materials;
- (j) for a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any);
- (k) the expected delays as specified in the specification, resulting from inclement weather, as a terminal float;
- (l) embargo hours and days as specified in the specifications and Appendix to Tender;
- (m) any restricted working conditions as specified in the specifications and Appendix to Tender;
- (n) requirements of the EMP and OHS; and
- (o) a support report which includes:
 - (i) a description of all the major stages of the execution of the Works;
 - (ii) a general description of the methods which the Contractor intends to adopt in the execution of the Works;
 - (iii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel, and Sub-contractors, and of each type of Contractor's Equipment, required on the Site, for each major stage of the execution of the Works;
 - (iv) the forecast cashflow within the defined contract period relative to the programme;
 - (v) if a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
 - (vi) the Contractor's proposals to overcome the effects of any delay(s) on progress of the Works.

The Engineer shall Review the initial programme and each revised programme submitted by the Contractor and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations. If the Engineer gives no such Notice:

- within 21 days after receiving the initial programme; or
- within 14 days after receiving a revised programme,

the initial programme or revised programme (as the case may be) shall be the Programme.

The Contractor shall proceed in accordance with the Programme, subject to the Contractor's other obligations under the Contract. The Employer's Personnel shall be entitled to rely on the Programme when planning their activities.

Nothing in any programme, the Programme or any supporting report shall be taken as, or relieve the Contractor of any obligation to give, a Notice under the Contract.

Each Party shall advise the other and the Engineer, and the Engineer shall advise the Parties, in advance of any known or probable future events or circumstances which may adversely affect the work; adversely affect the performance of the Works when completed; increase the Contract Price; and/or delay the execution of the Works or a Section (if any).

The Engineer may request the Contractor to submit a proposal under Sub-Clause 13.3 [Variation Procedure] to avoid or minimise the effects of such event(s) or circumstance(s)."

8.4 Extension of Time for Completion

In the 1st paragraph after "... will be delayed by any of the following causes" add "and all float in the programme has been utilised".

Amend sub sub clause (c) to the following:

"(c) exceptionally adverse climatic conditions, which for the purpose of these Conditions shall mean adverse climatic conditions at the Site which are exceptional having regard to climatic data made available by the Employer and/or climatic data published in the Country for the geographical location of the Site, and calculated as stated in the Appendix to Tender,"

Add the following as a 3rd paragraph:

"If a delay caused by a matter which is the Employer's responsibility is concurrent (that is the effect of the events are felt at the same time) with a delay caused by a matter which is the Contractor's responsibility, the Contractor's entitlement to Extension of Time shall be assessed after taking into account any contribution to the delay caused by a matter which is the Contractor's responsibility and the Contractor shall only be entitled to Extension of Time if the Employer delay exceeds the Contractor delay."

8.7 Delay Damages

Change the marginal heading of this clause to read "Delay Damages and Other Non-compliance Charges" and insert the following as a 1st paragraph to this clause:

"Delay damages (or Penalties in terms of the Conventional Penalties Act, 1962), and other payments to the Employer for late delivery, failure to achieve intra-programme due dates or non-compliance events shall apply as follows:"

Number the existing two paragraphs as subclause (a) and in the 1st sentence of the 1st paragraph of subclause (a), delete "subject to Sub-Clause 2.5 [Employer's Claims]".

8.9 Consequences of Suspension

In the 1st paragraph, delete the wording of sub-paragraph (b) and replace with the following:

"(b) payment of Cost. The Cost payable shall be the Suspension cost calculated in pay item B13.01(j), as appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned."

10.1 Taking Over of the Works and Sections

In the 3rd paragraph at the end of sub-clause (a), before the word "or", insert the following:

"(the work listed in amended clause B1210 of the Scope of Works shall not be deemed as minor outstanding work)"

10.2 Taking Over of Parts of the Works

Delete the 2nd paragraph.

Between the 3rd and 4th paragraphs insert the following paragraph:

“The Employer may make use of any part of the Permanent Works prior to the issue of a Taking-Over Certificate.”

Delete the 5th paragraph.

11.9 Performance Certificate

In the 1st paragraph, 2nd line and in the 2nd paragraph, 1st line, replace the word “Engineer” with “Employer”.

Delete the last sentence of the 2nd paragraph.

11.11 Clearance of Site

Replace the 1st paragraph with the following:

“With the exception of Plant, Materials and Contractor’s Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor’s Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor’s Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Engineer.”

In the 2nd paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.

12.3 Evaluation

Replace the 2nd sentence of the 2nd paragraph with the following:

“However a new rate or price shall be appropriate for an item of work only if notice has been given and if ...”

In sub-paragraph (a)(iv) replace the word “Contract” with “Appendix to Tender”.

13.3 Variation Procedure

Add the following after the 3rd paragraph:

“The Engineer shall obtain the approval of the Employer prior to issuing an instruction to execute a Variation.

Each instruction issued by the Engineer to the Contractor to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Works Authorisation (WA). The Works Authorisation Form (WAF) shall be presented by the Engineer to the Employer, who shall signify his approval before the order is

signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Works Authorisation that is not approved and signed by the Employer

If the Contractor considers that an instruction constitutes a Variation, the Contractor shall immediately, and before commencing any work related to an instruction, give a notice to the Engineer with reasons. If the Engineer does not respond within seven days confirming, revoking or varying the instruction, the Engineer shall be deemed to have revoked the instruction."

13.5 Provisional Sums

In the 1st line of sub-paragraph (b) after "services" insert "and including items for which a prime cost sum has been provided in the Bill of Quantities".

Add the following after the last paragraph:

"The Contractor and Engineer shall follow the procedure as specified in the Specification for each Provisional Sum and Prime Cost Sum, prior to any work being performed under a Provisional Sum or Prime Cost Sum."

13.8 Adjustments for Changes in Costs

Delete from the 3^d sentence of the 3rd paragraph until the end of the sub-clause and substitute:

"The formula shall be as follows:

$$Pt = (1 - x) [(a Lt/Lo) + (b Et/Eo) + (c Mt/Mo) + (d Ft/Fo) - 1]$$

where:

"Pt" is the adjustment multiplier, rounded to the fourth decimal place, to be applied to the estimated contract value of the work carried out in period "t", this period being a month unless otherwise stated in the Appendix to Tender;

"x" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"a", "b", "c" and "d" are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour (L), equipment (E), materials (M) and fuel (F);

"Lt", "Et", "Mt" and "Ft" are the current cost indices for period "t", each of which is applicable to the relevant tabulated cost element on the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo" and "Fo" are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Base Date.

The base cost indices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If more than one month intervenes between the month applicable to any Interim Payment Certificate and the month applicable to the immediately succeeding Interim Payment Certificate, then the cost indices “Lt”, “Et”, “Mt” and “Ft” applicable to the succeeding Interim Payment Certificate shall each be taken as the arithmetic mean, rounded off to one decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

The value of the relevant Interim Payment Certificate to which the adjustment is to be applied shall be determined by the formula:

$$Ac = T - S - D - G - Ap$$

where:

“Ac” is the value of work carried out in period “t” to which the adjustment is to be applied;

“T” is the summation of the total value of the preliminary and general items, and the work done, as certified in the Interim Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Sub-Clause.

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T” where special arrangements for price adjustments in respect of these amounts were made and recorded at the time the work was ordered:

- (i) the amounts actually expended and substituted for any prime cost sums,
- (ii) the value of any work done by Nominated Subcontractors,
- (iii) the value of any work done against Provisional Sums, and
- (iv) the value of any extra or additional work done under a Variation.

“D” is the value of work included in “T” and done at new rates fixed in terms of Sub-Clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“G” is the amount included in “T” for Materials classified and dealt with as Special Materials.

“Ap” is the summation of all “Ac” amounts determined for all Payment Certificates preceding in time the Payment Certificate under consideration.

Save only for Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the expiry of the Time for Completion shall be calculated by inserting in the formula referred to in this Sub-Clause the cost indices Lt, Et, Mt and Ft applicable either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

The price of each Special Material specified in the Appendix to Tender shall be increased or decreased by the net amount of any change in price incurred after the Base Date, provided

that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents which the Engineer considers necessary for that purpose. However, except for Variations ordered in terms of Clause 13 [Variations and Adjustments] all adjustments after expiry of the Time for Completion shall be based on the price of each Special Material either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

For the purpose of this Sub-Clause, “the net amount of any change in price” in respect of a particular Material referred to as a Special Material shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Special Material and the equivalent rate or price actually paid by the Contractor for the Special Material by the quantity of the Special Material in question.”

14.1 The Contract Price

Add the following new clause (e):

“(e) the Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The Engineer may take account of the breakdown when evaluating claims and making Determinations.”

14.3 Application for Interim Payment Certificates

In the 1st line of the 1st paragraph, delete “in six copies.”

In the 4th line of the 1st paragraph, change “the report” to “reports.”

In the 2nd paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site”

Add the following as a final paragraph:

“If, as stated in the Appendix to Tender, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Appendix to Tender.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Appendix to Tender.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

14.5 Plant and Materials intended for the Works

In the 1st paragraph delete “If this Sub-Clause applies”.

In the 1st paragraph, after the words, “... sent to the Site for incorporation in the Permanent Works,” add

“or if so agreed in writing by the Employer, Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site, and clearly demarcated and identified it as the Employer’s property,”

Delete the 2nd paragraph.

In the existing 3rd paragraph add under sub-paragraph (a):

- “(iii) ensured that the relevant Plant and Materials have been delivered to and are properly stored on the Site, are protected against, loss, damage, deterioration, and appear to be in accordance with the Contract; and*
- (iv) provided proof of ownership of the Plant and Materials; and*
- (v) for Plant and Materials kept off-site, clearly demarcated and identified it as the Employer’s property.”*

In the existing 3rd paragraph, delete sub-paragraphs (b) and (c)

14.6 Issue of Interim Payment Certificates

In the 2nd line of the 1st paragraph replace “28” with “14”

Add the following new sentences at the end of the 1st paragraph:

“No Interim Payment Certificate will be issued or paid unless the monthly progress reports in accordance with amended Sub-Clause 4.21 [Progress Reports] are not submitted. After the Engineer has certified the Interim Payment Certificate, the Contractor shall issue a tax invoice to accompany the certified Interim Payment Certificate.”

14.7 Payment

In sub-paragraphs (b) and (c) of the 1st paragraph replace “56” with “28”.

In sub-paragraphs (b) of the 1st paragraph replace “supporting documents” with “all supporting documents required in terms of the Contract;”

Delete the 2nd paragraph.

14.8 Delayed Payment

Replace the 2nd paragraph with the following:

“These financing charges shall be calculated at the simple annual rate of two percentage points above the prime lending rate of the South African Reserve Bank.”

In the 3rd paragraph, replace "... entitled to this payment without formal notice ..." with the following:

"... entitled to this payment with formal notice ..."

14.9 Payment of Retention Money

In the 1st sentence of the 1st paragraph, after the word "Works", add the following:

"and all outstanding work and defects as stated in the Taking-Over Certificate have been completed"

14.10 Statement at Completion

In the 2nd line of the 1st paragraph delete "six" and replace with "three".

14.11 Application for Final Payment Certificate

In the 2nd line of the 1st paragraph delete "six" and replace with "three".

15.1 Notice to Correct

Add the following at the end of the paragraph:

"The Notice to correct shall:

- (a) describe the Contractor's failure;
- (b) state the Sub-clause and/or provisions of the Contract under which the Contractor has the obligation; and
- (c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Engineer describing the measures the Contractor will take to remedy the failure and stating the date on which such measures will be commenced in order with the time specified in the Notice to correct.

The time specified in the Notice to Correct shall not imply any extension of Time for Completion."

15.2 Termination by the Employer

In the 1st paragraph replace the 1st sentence with the following:

"The Employer shall be entitled to give a Notice to Terminate to the Contractor of the Employer's intention to terminate the Contract or, in the case of sub-paragraph e), f), g) or h) below, a Notice of Termination, if the Contractor:"

In sub-paragraph (d), after the words "...the required agreement," add the following "fails to disclose its subcontractor agreements,"

In sub-paragraph (e), after the words "... or carries on business under a receiver," add the following "or under a business rescue practitioner,"

Delete the word "or" at the end of sub-paragraph (e) and replace sub-paragraph (f) with the following:

- "(f) gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,

or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination,"

Add the following sub-paragraphs:

- "(g) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents; or
- (h) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked."

Replace the 2nd paragraph with the following:

"Unless the Contractor remedies the matter described in the Notice to Terminate above within 14 days of receiving the Notice to Terminate, the Employer may by giving a Notice of Termination to the Contractor immediately terminate the Contract. The date of termination shall be the date stated in the Notice of Termination.

In the case of sub-paragraph e), f), g) or h) the Employer may by giving a Notice of Termination immediately terminate the Contract and the date of termination shall be the date of the Notice of Termination."

17.1 Indemnities

In the 1st paragraph delete "and" at the end of sub-paragraph (b)(i).

Delete the full stop at the end of sub-paragraph (b)(ii) and substitute "," and insert the following sub-paragraphs:

- "(c) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- (i) all or any of the Contractor's Personnel or ex-Personnel as a result of a dispute between all or any of the Contractor's Personnel or dismissed Contractor's Personnel and the Contractor, or all or any of the Subcontractor's Personnel and the Subcontractor, and

- (ii) all or any of the Contractor's Suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works,
- (d) any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel or dismissed Contractor's Personnel,
- (e) any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment,
- (f) all damages, losses and expenses (including legal fees and expenses) resulting from the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - (i) all or any of the Contractor's workforce (or dismissed Contractor's Personnel) as a result of a dispute between all or any of the Contractor's Personnel (or dismissed contractor's Personnel) and the Contractor; or
 - (ii) all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works, and
- (g) harm or damage to the environment caused in the performance of the Works."

Add the following final paragraphs:

"To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [*Contractor's General Obligations*], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, error or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [*Contractor's General Obligations*].

The Contractor shall indemnify the Employer against any liability for physical damage incurred to, or loss of, property within the Site identified in the Contract as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment."

17.4 Consequences of Employer's Risks

In the 1st sentence of the 2nd paragraph, insert "to the Works, Good or Contractor's Documents" after the word "damage".

17.6 Limitation of liability

In the 3rd line of the 1st paragraph delete the remainder of the sentence after the comma and substitute:

"other than as specifically provided for in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 12.5 [*Non-compliance Damages*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 [*Consequences of Employer's Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*]."

18.2 Insurance for Works and Contractor's Equipment

In the 4th paragraph, delete the wording of sub-paragraph (d) and replace with the following:

“(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (g) and (h) of Sub-Clause 17.3 [*Employer’s Risks*], and shall include insurance with the South African Special Risks Insurance Association (SASRIA) that cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [*Employer’s Risks*], and”

19.1 Definition of Force Majeure

In the 3rd line of sub-paragraph 19.1(iii) insert “or suppliers,” after the word “Subcontractors”.

Insert the following as a new 3rd paragraph:

“Events as listed in sub-paragraph (iii) above may only be classified a “Force Majeure” event, if the following additional conditions are satisfied:

- (1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and
- (2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and
- (3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and
- (4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and
- (5) The Contractor has ensured that the court order is enforced.”

19.5 Force Majeure Affecting Subcontractor

Amend the title to read “Force Majeure Affecting Subcontractor and supplier”.

In the 1st line insert “or supplier” after the word “Subcontractor”

20.1 Contractor’s Claims

Insert the following at the end of the 5th paragraph:

“If the Contractor fails to submit a fully detailed claim within the 42 days or within such other period as approved by the Engineer, or in the event of the claim having a continuing effect, fails to submit monthly interim claims or fails to submit a final claim within the 28 days or within such period as approved by the Engineer, then the notice given by the Contractor under this clause shall be deemed to have lapsed.”

Insert the following after the 6th paragraph:

“If the Engineer disapprove the claim or if the Engineer does not respond within the timeframe defined in this Sub-Clause, the Contractor may consider that the claim is disapproved by the Engineer and may refer it to the Dispute Adjudication Board in accordance with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board’s Decision*], provided that unless this right of referral is exercised within 28 days after the defined timeframe has expired, the Contractor shall be deemed to have agreed that the claim is disapproved and that he has no further claim regarding the same event or circumstance.”

Insert the following as the beginning of the 8th paragraph:

“Within the period of 42 days defined in the 6th paragraph or within such other period as may be proposed by the Engineer and approved by the Contractor,

20.2 Appointment of the Dispute Adjudication Board

In the 2nd paragraph, replace the full stop at the end of the 1st sentence with a comma and add the following:

“, each of whom shall be fluent in the language for communication defined in the Contract and shall comply to the requirements as Stated in the Appendix to Tender.”

20.3 Failure to Agree Dispute Adjudication Board

In the 1st paragraph under b), insert a comma after the trailing bracket and insert the following:

“...), or fails to approve a member nominated by the other Party,”

20.4 Obtaining Dispute Adjudication Board's Decision

Add the following three new paragraphs before the 1st paragraph:

“If the Parties so agree, and there is a standing DAB, they may jointly request (in writing, with a copy to the Engineer) the DAB to provide assistance and/or informally discuss and attempt to resolve any issue or disagreement that may have arisen between them during the performance of the Contract. If the DAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

Such joint request may be made at any time, except during the period that the Engineer is carrying out his/her duties under Sub-Clause 3.5 [*Determination*] on the matter at issue or in disagreement unless the Parties agree otherwise.

Such informal assistance may take place during any meeting, site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAB shall not be bound in any future dispute resolution process, or decision by any views or advice given during the informal assistance, whether provided orally or in writing.”

Add the following after the 1st paragraph:

“If the Engineer's Determination given in accordance with Sub-Clause 3.5 [Determinations], is disputed, and there is a standing DAB, the dispute details and supporting information shall be submitted to the DAB within 56 days after the Engineer has made the Determination. If the dispute details and supporting information is not submitted within this period, it shall be deemed that the DAB gave a decision supporting the Engineer's Determination.

If the Engineer's Determination given in accordance with Sub-Clause 3.5 [Determinations], is disputed, and there is not a standing DAB, the Parties shall proceed to appoint a DAB in terms of Sub-Clause 20.2 [*Appointment of the Dispute Adjudication Board*].”

20.5 Amicable Settlement

In the 1st and 2nd sentence, replace the word “arbitration” with “litigation”

20.6 Arbitration

Replace this Sub-Clause with the following:

“20.6 Litigation

Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be settled by litigation in the High Court having jurisdiction over the dispute.

Unless otherwise agreed by both Parties:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any determination, decision, order, instruction, certificate or valuation of the Engineer, and any decision of the DAB, relevant to the dispute.”

20.7 Failure to comply with Dispute Adjudication Boards’ Decision

Replace “arbitration” in the last paragraph with “litigation”

20.8 Expiry of Dispute Adjudication Board’s Appointment

Replace “arbitration” in subparagraph (b) with “litigation”

APPENDIX General Conditions of Dispute Adjudication Agreement

Add the following as a 1st paragraph:

“The “Dispute Adjudication Agreement” shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, and the Conditions of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

Annex PROCEDURAL RULES

Add the following as a 1st paragraph:

“The Procedural Rules as contained in the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

C1.2.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

Notes to tenderer:

1. This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract.
2. Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix A refers to an amendment to these conditions.

<u>Item</u>	<u>Cl No</u>	<u>Data</u>
Employer	1.1.2.2	means Eastern Cape Rural Development Agency. The Employer's address is: Eastern Cape Rural Development Agency 14 Infinity Place St Helena Road Beacon Bay, 5201
Engineer	1.1.2.4	means Royal Mndawe Holdings (Pty) Ltd The engineer's address to be used for this contract is: ROMH Consulting 51 Balfour Road VINCENT Park, 5241 info@romh.co.za
Time for Completion	1.1.3.3.	135 days maximum (including the, public holidays, non-working days, contractor's holidays in December and January), of which 14 days maximum will be the Mobilisation Period
Defects for notification period	1.1.3.7	12 calendar months
Mobilisation Period	A1.1.3.10	14 days maximum commencing on the Commencement Date.
Electronic transmission system	1.3	Email
Communications	1.3	The addresses for communication between the parties shall be: Employer: Physical address: Eastern Cape Rural Development Agency 14 Infinity Place St Helena Road Beacon Bay, 5201 ZaziV@ecrda.co.za

Law and Language	1.4	The law governing this Contract is South African law.
Access to the site	2.1	As stated in the Form of Acceptance
Performance Security	A4.2	One Performance Security totalling 10% of the Accepted Contract Amount (excluding VAT) is required.
Contractor's Representative	4.3	<p>The Contracts Director/ Contracts Manager/ Construction Manager shall be; employed full time on the Works, the single point accountability and responsible for the management of the construction works and shall be in a position of a Built Environment Academic Qualification (NQF 5 minimum)</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager in accordance with Clause 4.3 of the Conditions of Contract.</p>
Subcontractors and suppliers	A4.4	The percentage of the contract value that may be sublet shall not exceed 50% if the Targeted Enterprises subletting target is equal or less than 30% and not exceed 70% if the Targeted Enterprises subletting target is more than 30%.
Rates of Wages and Conditions of Labour	A6.2	The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour
Special non-working hours/days	A6.5	<p>(a) All designated public holidays (including all foreseeable statutory declared election days)</p> <p>(b) The annual shut-down period between December and January</p> <p>(c) Day before Easter Weekend</p> <p>(d) Day of State school term closure and day prior to State school term start</p> <p>(e) Other non-working days</p>

		(f) Sundays (g) Between sunset and sunrise
Contractor's Personnel	A6.9	<p>The Contractor shall provide the key personnel (as indicated in form C1.2.3 - Appendix to Tender: Contract Data – Information Provided by the Tenderer).</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the contract, the Contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p>
Commencement Date	A8.1	As stated in the Form of Acceptance
Period in which Works must commence	A8.1	Not prior to the date of Access to Site and not later than 14 days after the Commencement Date
Programme submission	A8.3	One paper copy and one electronic copy
Date(s) of access	A8.3(b)	As per clause 2.1 Access to site
Special non-working days	A8.3(h)	As per clause 6.5 Working hours
1Extension of time for completion	A8.4	An exceptional adverse climatic condition shall be considered where the return period of the climatic condition exceed a return period of 1:10
Delay damages	A8.7(a)	Delay Damages – R1000 /day
Evaluation	A12.3	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).
Daywork allowances	13.6	Not required (Dayworks provided for in the pricing schedule)
Retention money:		
- Percentage	A14.3(c)	10% of value of completed work
- Limit	A14.3(c)	5% of the estimated Contract Price
Time period for submission of	18.1	As stated in the Form of Acceptance

evidence of insurance and
copies of insurance

Minimum Insurance cover for
Injury to persons and Damage
to Property

18.3

R5,000,000.00

Appointment of DAB

A 20.2

The DAB shall comprise of 1 Members
and its appointment to be not later than
*30 days after a dispute arises between
the Parties” to allow for an ad-hoc DAB.*

The minimum requirements for the DAB
members are as follows:

For a 1 Member DAB:

Member to be a Pr.Eng with more than 20
years' experience in the type of
construction involved in the Works, and
with a formal qualification in adjudication,
arbitration or contract law.

Appointment (if not agreed) to
be made by

A 20.3

The President of SAICE or a person
appointed by the SAICE President

Payment calculation for
Extension of Time for Inclement
Weather

B1215

In calculations of payment for approved
extensions of time granted in terms of
Clause **B1215** of Part C3: Scope of works,
payment will be made for working days
only utilising the applicable payment items
for which the unit of measurement is
"month" but excluding payment items with
negative rates and non-applicable
payment items such as payitem B13.01(j).

Environmental Management
Plan (EMPI)

C1004(d)

ECO means: Environmental Control
Officer

Target Area(s)

D1002(a)

For Targeted Labour: Elundini Local
Municipality

Targeted Labour
of which minimum contributions:

Minimum of 70% Local Labour

C1.2.3 APPENDIX TO TENDER: CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

CONTRACT : RFP 11 – 2021/22

FOR : Design and Construction of the Grain Storage Facility At Elundini

Note to tenderer:

This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract

1. FIDIC CONDITIONS OF CONTRACT

1.a Clause 1.3: Communications

The Contractor is

Physical Address:

.....

Telephone:

Facsimile:

Email:

1.b Clause 4.3: Contractor's representative

The authorised and designated representative of the Contractor is:

Name:

1.c Clause A6.9: Contractor's Personnel

The Contracts Manager of the Contractor is:

Name:

Professional Registration:

Years' experience:

The Construction Manager of the Contractor is:

Name:

Professional Registration:

Years' experience:

2. OTHER CONTRACT INFORMATION

2.a

2.b

3. INFORMATION REQUIRED FOR THE PUBLICATION OF TENDER RESULTS AS PER NATIONAL TREASURY NOTE

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER:

C1.3 OTHER STANDARD FORMS

C1.3.1 AGREEMENT IN TERMS OF THE OCCUPATION HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

This AGREEMENT made at
on this the day of in the year
between EASTERN CAPE RURAL DEVELOPMENT AGENCY (hereinafter called "the Employer") on the one part, herein represented by
in his capacity as
and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and
(hereinafter called "the Mandatary") on the other part, herein represented by
.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz. CONTRACT – RFP 11 – 2021/22 for DESIGN AND CONSTRUCTION OF GRAIN STORAGE FACILITY IN ELUNDINI and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and has appointed the Mandatary in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Plant and Design Build (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatary declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandataries and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

- b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its subcontractors.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS 1:

NAME (IN CAPITALS)

WITNESS 2:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY

WITNESS 1:

NAME (IN CAPITALS):

WITNESS 2:

NAME (IN CAPITALS)

C1.3.2(a) PERFORMANCE SECURITY - DEMAND GUARANTEE

To: Eastern Cape Rural Development Agency
14 Infinity Place
St Helena Road
Beacon Bay
5201

Note to tenderer:

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce the Performance Security without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this proforma will be issued to the successful tenderer with the letter of acceptance.

CONTRACT : RFP 11 - 2021/22
FOR DESIGN AND CONSTRUCTION OF GRAIN STORAGE FACILITY IN ELUNDINI

1. I/We , the undersigned, and
in our respective capacities as
and
and as such duly authorised to represent:
(hereinafter referred to as "the Guarantor")
do hereby hold at your disposal the amount of
(R.....) , for the due fulfilment by
(hereinafter referred to as "**the Contractor**") of its obligations to Eastern Cape Rural Development Agency (hereinafter referred to as "**ECRDA**") in terms of the above stated contract between the Contractor and ECRDA ("**the Contract**").
2. Notwithstanding anything to the contrary, the Guarantor hereby irrevocably undertakes and agrees to pay ECRDA the maximum sum of **R [●]** (excluding VAT) (the "**Guaranteed Sum**") on receipt of a written demand for payment, signed by an authorised representative of ECRDA whose authority need not be proved for purposes of a demand, stating that the Contractor has failed to comply with its obligations in respect of the Contract and specifying the amount to be paid by the Guarantor to ECRDA. The demand shall be binding on the Guarantor and the Guarantor shall not be entitled to require ECRDA to establish a claim (or claims) under the guarantee but will pay the sum demanded immediately without any objection.
3. The Guarantor's liability under this guarantee is of a principal nature, unconditional and separately enforceable against the Guarantor, and this guarantee is not subject to the terms of the Contract or any other agreement. The Guarantor's liability hereunder shall not be reduced or in any way be affected by the release, cancellation or alteration of the terms of the Contract, or by any other arrangements between the Contractor and ECRDA other than as expressly contemplated under this guarantee.
4. The Guarantor will pay on demand under this guarantee without reference to the validity of the demand or the correctness or otherwise of the amount demanded up to

and including the Guaranteed Sum, without becoming party to any claim or dispute of any nature which any party may allege.

5. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
6. The Guaranteed Sum, or such portion as may be demanded, may be retained by ECRDA on condition that after completion of the service, as stipulated in the contract, ECRDA shall account to the Guarantor showing how this amount has been utilised, and refund to the Guarantor any balance due.
7. This guarantee is neither negotiable nor transferable and:
 - a) must be surrendered to the Guarantor at the time when ECRDA accounts to the Guarantor in terms of clause 6 above, or
 - b) shall lapse after the Engineer has certified that the Contractor has executed and completed the Works and all defects have been remedied and the Performance Certificate has been issued in terms of the Conditions of Contract and
 - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the Guaranteed sum, and
 - d) any reference in this guarantee to the above Contract/works 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
8. The cancellation of, or any change to the terms and/or conditions of this guarantee, must first be agreed to in writing by ECRDA, the Contractor and the Guarantor.
9. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT

ON THIS DAY OF 20.....

GUARANTOR:

ADDRESS:.....

.....

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

**C1.3.3(a) FORM OF NOTIFICATION OF CONSTRUCTION WORK WITH
DEPARTMENT OF LABOUR**

CONTRACT: **RFP 11 – 2021/22**
FOR DESIGN AND CONSTRUCTION OF GRAIN STORAGE FACILITY IN ELUNDINI

Annexure 2

Occupational Health and Safety Act, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

.....
.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

*Eastern Cape Rural Development Agency, 14 Infinity Place, St Helena Road,
Beacon Bay, 5201*

- (b) Name and telephone number of client's contact person or agent:

Client: VUYISWA ZAZI, 043 703 6300

Agent: ROYAL MNDawe HOLDINGS (PTY) LTD

4. (a) Name and postal address of designer(s) of the Project:

Simnikiwe Xawuka, Pr Eng , 51 Balfour Road, VINCENT, 5241

- (b) Name and telephone number of the designer's contact person:

Simnikiwe Xawuka, Pr Eng 043 748 0018

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 8(1):

.....

6. Name(s) of principal contract or's subordinate supervisors on site appointed in terms of Regulation 8(2):

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of contractors on the construction site accountable to the principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

PRINCIPAL CONTRACTOR

DATE

CLIENT'S AGENT (where applicable)

DATE

CLIENT

DATE

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

C1.3.4 FORM OF RETENTION MONEY GUARANTEE

To:

Eastern Cape Rural Development Agency
14 Infinity Place
St Helena Road
Beacon Bay
5201

Note to tenderer:

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of award.

CONTRACT : RPF 11 – 2021/22
FOR DESING AND CONSTRUCTION OF GRAIN STORAGE FACILITY IN ELUNDIN

The guarantee is issued on behalf of

Registration No. (hereinafter referred to as "the Contractor") in connection with the above-mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent
full name of guarantor registration number undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you, which demand may be made by ECRDA if, (in your opinion and at your sole discretion), the said Contractor for any reason fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to ECRDA any amount found to be due and payable to ECRDA, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

1. Each demand shall be in writing and delivered to us at
or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3.O
ur aggregate liability under this guarantee is limited to R.....
(..... Rands) (excluding VAT)
and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at..... for and on behalf of

on this the..... day of in the year

GUARANTOR:

AS WITNESSES:

1.	2.
NAME:	NAME:
ADDRESS:	ADDRESS:
.....
.....

Proforma

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

1.1. EMPLOYER'S OBJECTIVES

The Employer's Objective is to provide a Grain Storage Facility which will service Grain Farms within the Elundini Local Municipality Area.

1.2. OVERVIEW OF THE WORKS

Construction of new mechanisation center building 475m² with guard house 23m²

1.3. EXTENT OF THE WORKS

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

- i. Civil Works – Entail Earthworks and Reinforced Concrete Foundation Slabs;
- ii. Grain Storage System – Supply and Installation Complete with the following:
 - 2 No. 1000 MT Silos / Bins with the Associated Accessories;
 - Grain Intake Pit;
 - Grain Handling System including Conveyancer System;
 - Catwalk, Gentries, and Grain Loop Support Towers;
- iii. Installation of Weighbridge with Computer System including Control Room (Using Alternative Building Material);
- iv. Electrical Works which include the following:
 - Electrical Reticulation;
 - Lightning Protection;
 - Motor Control Centre;
 - Switch Gears; and
- v. Supply and Installation of a 150kVA Standby Generator Set Complete.

1.4. LOCATION

The proposed Grain Storage Facility is located on Farm 147 in Nqanqarhu. The Site is situated approximately 4km from Nqanqarhu CBD and can be accessed via the R56 and / or Umga Road. Nqanqarhu is also a small town located in the Elundini Local Municipality, near the Mooi River, 172km north of Mthatha and 80km north-east of Elliot. It can be accessed via the R56 and R396.

LOCATION	LATITUDE	LONGITUDE
Farm 147	31°02'40"S	28°21'06"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>Contractor</i>
<i>Design Temporary Works</i>	<i>Contractor</i>
<i>Reduce Record Drawings</i>	<i>Employer's Agent</i>

2.2. EMPLOYERS DESIGN

Permanent Works including the Civil Works, Mechanical Works, Electrical Works and Building Works as per 2.1

2.3. DESIGN BY A CONTRACTOR

Contractor should supply design, data sheets and drawings from the Original Equipment Manufacture for the Grain Storage Silo System (Structural / Mechanical / Electrical) , as per 2.1

2.4. DESIGN BRIEF

Designs have been completed by the Design Engineers on the project, contractor will not be required to do any design work.

2.5. DRAWINGS

The List of Tender Drawings are as follows:

Drawing No.	Description
ROM115-07-04-01	Locality Plan
ROM115-07-04-02	Site Development Plan
ROM115-07-04-03	General Arrangement: Grain Storage System
ROM115-07-04-04	Grain Intake Pit
ROM115-07-04-05	Grain Silo Foundation Slab
ROM115-07-04-06	Electrical Reticulation Schematic Detail

2.6. DESIGN PROCEDURES

Establish Design Procedures where the Contractor is responsible for the Design which, as a minimum, sets out:

- Contractor to submit shop drawings of electrical and mechanical installation to the Engineer for approval before building the components
- Contractor to submit design and general arrangement drawings and data sheets for approval by the Engineer before building or installing the mechanical components
- 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. Topographical / Engineering Survey;
- 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 a Grain Storage Facility shall be subcontracted to Grain Storage Facility Specialists.

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

- Grain Storage Silos
- Mechanical Works
- Electrical Works

3.2.2.PREFERRED SUBCONTRACTORS / SUPPLIERS

Subcontractors to be preferably within the Republic of South Africa and registered with the CIDB or Supplier of Grain Storage Facility System

3.2.3.SUBCONTRACTING PROCEDURES

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

The contractor shall be required to submit the Sub Contracting Agreements to the Employer for all the subcontractors engaged in the contract.

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. WORK 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 D	:	Earthworks
SABS 1200 GA	:	Concrete (Small Works)
SABS 1200 H	:	Structural Steelworks

4.1.2. PARTICULAR / GENERIC SPECIFICATIONS

SABS 2001-CM1	:	Masonry Walling
PPSA	:	General Requirements for Electrical and Mechanical Works
PPSB	:	Operational Control
PPSD	:	Electrical Specification

4.2. WORK SPECIFICATIONS

4.2.1. CERTIFICATION BY RECOGNISED BODIES

Not Applicable.

4.2.2. AGREEMENTS 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

Not Applicable.

4.5.2.TREATMENT OF EXISTING SERVICES

Not Applicable.

4.5.3.USE OF DETECTION EQUIPMENT FOR THE LOCATION OF UNDERGROUND SERVICES

Not Applicable.

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. FACILITIES PROVIDED BY THE CONTRACTOR

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.VEHICLE 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. PERMIT AND WAYLEAVES

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 ADJOURNING 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 Gqabi District Municipality is the Water Service Authority and any water usage and connections to existing networks will require approval from Amatola Water Board.

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:

SABS 1200 A	:	General
SABS 1200 D	:	Earthworks
SABS 1200 GA	:	Concrete (Small Works)
SABS 1200 H	:	Structural Steelworks

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 Working Days
4.7.3	The overbreak allowances for blasting are provided for in the scope of works
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 facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m ² 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.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 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 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.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: None
4.17.3	Services which are known to exist on the site are: 1) Electrical Lines
4.17.4	The requirements for detection apparatus are: None

Variations			
1..... 2.....			
Additional clauses			
1 Site meetings and procedures 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. 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.			
2 Water and electricity 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	A Contractor responsibility	Option 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	The Contractor shall make, and upon completion remove, all the necessary electrical connections	The Contractor shall make, and upon completion remove, all the necessary connections and

electrical connections to the Employer's meters to the and installations and electrical supply at Employer's electrical purchase electricity designated points supply and be from the local and make use of responsible for costs authority / ESKOM for electricity free of associated with all the works at his own charge for electricity consumed. cost. construction purposes only.

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 **135 days**. 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:

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

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.

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

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

N_n = 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.

R_n = 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 $(N_c - N_n)$ calendar days, where N_c = number of days calendar days in the month under consideration.

The factor $(N_w - N_n)$ 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 $(R_w - R_n) \div X$ 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 Applicable.

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

Not Applicable.

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 Nqanqarhu 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 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;
- ii. 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*);
- iii. 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;
- iv. 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
- v. 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

Not Applicable.

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

5.5.6. COVID 19 OCCUPATIONAL HEALTH AND SAFETY - CONSTRUCTION SECTORAL GUIDELINES

ANNEXTURE B – Sectoral Guideline Template

1. Workplace Risk assessment
 - 1.1 Identify high risk exposure work processes
 - 1.2 Identify high risk work practices
2. Engineering controls
 - 2.1 Ventilation
 - 2.2 Physical barriers
 - 2.3 Adaptation of workstation to increase social distance
3. Administrative controls
 - 3.1 Screening/reporting of symptoms/sick leave
 - 3.2 Minimizing contact

- 3.3 Rotation and shiftwork
- 3.4 Work-at-home strategies
- 3.5 Communication and information strategies
- 3.6 Role of health and safety committees and representatives
- 3.7 Education and training
- 3.8 Reporting of incidents for regulatory purposes
- 3.9 Reporting for purposes of public health, contact tracing, screening, testing and surveillance
- 3.10 Management of COVID-19 positive employees and workplace contacts (symptomatic and asymptomatic)
- 3.11 Management of vulnerable employees and special measures for their protection, including protection against unfair discrimination or victimization
- 4. Healthy and safe work practices
 - 4.1 Disinfectants, sanitizers and personal hygiene
 - 4.2 Other
- 5. Personal Protective Equipment [PPE]
 - 5.1 Masks
 - 5.2 Gloves
 - 5.3 Face Shields
 - 5.4 Other
- 6. Provision of safe transport for employees
 - 6.1 Personal hygiene
 - 6.2 Social distancing
 - 6.3 Arrangements to minimize exposure associated with commuting
 - 6.4 Cloth masks (if commuter)
 - 6.5 PPE (driver/conductor of employer-provided transport)

Application

The Construction Sectoral Guidelines are to assist the construction sector with applying the COVID19 Directive. The client, designer and principal contractor (PC) each have specific roles to play in the application of the guidelines, which need to indicate how each category will be applying the Directive to each area.

THE LEGISLATIVE FRAMEWORK

Notwithstanding the existing legislation that has been published as part of the Disaster Management Act, which must be complied with for the duration of the COVID-19 pandemic, the Occupational Health and Safety Act (OSHA) No 85 of 1993 and its Regulations require to be complied with. The Construction Regulations, 2014 [CR] remain applicable and require to be complied with as the key regulation for the sector. Adherence is required to all Regulations as they apply to work to be done in order to protect the workers.

CLIENT DUTIES

The 'Duties of the Client' CR 5(1)(a) and (b) in light of CR 5(1)(r) are triggered as the starting point of the management in this regard. In turn the Principal Contractor (PC) is to comply with the requirements of CR 7(1)(a) in light of CR 7(1)(c)(ix). The PC is then required to ensure their contractors comply with such changes in terms of CR 7(2)(a).

The client, the PC and the PC are obliged to work together to identify the ways in which the COVID-19 risks

can be mitigated. The HIRA in terms of CR 5(1)(a) needs to be updated for the project at a high level

to identify the levels of risk that would expose workers and project staff to contracting COVID-19.

The

aspects of the HIRA need to incorporate the risk categories as identified by the HBA Regulations.

Preferably this document would be done in conjunction with the design team, to ensure critical tasks

and methodologies would be addressed.

1. Workplace Risk Assessment

1.1 Identify high risk exposure work processes

Regulation 6(1) of the Regulations for Hazardous Biological Agents (2001) requires an employer or self-employed person to determine if any person is likely to be exposed to HBA. Every employer (principal contractor and contractor) must develop a risk assessment to give effect to the minimum

measures required by the Department of Employment and Labour COVID-19 Direction on Health and Safety in the Workplace COVID-19 (C19 OHS), 2020 taking into account the specific circumstances of the workplace. Employers must furthermore communicate the COVID-19 risk assessment to all workers in a manner and language which is understood and maintain records thereof.

Where the total number of persons on any site exceeds 500 persons consisting of all Principal Contractors, Contractors, Client Representatives and Consultants, each Principal Contractor must submit a record of their project risk assessment and a copy of their project specific written policy

concerning the protection of the health and safety of all employees on site from Novel Coronavirus infection as contemplated in section 7(1) of the Occupational Health and Safety Act (OHSA) to its health and safety committee established in terms of section 19 of OHSA and in addition submit copies of these 2 documents to the Provincial Chief Inspector of the Department of Employment and Labour within 14 days of commencement of construction work

Prior to reopening operations, an employer who is permitted to commence operations in accordance with the Disaster Management Act must develop a plan for the phased return of their

workers to the workplace. This plan must be retained for inspection whilst corresponding with

company risk management procedures.

A workplace health risk assessment for workplaces guide developed by the Department of Health

and the Department of Employment and Labour has divided job tasks into four risk exposure categories: very high, high, medium, and lower risk. The four exposure represent the probable distribution of risk. Most employees will likely fall in the medium exposure or low exposure risk (caution) categories and from this Safe Work Procedures and Method Statementssould be developed. The level of risk depends in part on the type of work being undertaking.

Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of Novel Coronavirus during specific medical procedures. Workers in this category include

- Healthcare workers- those involved with providing medical services to the project
- Emergency personnel (paramedics) -those forming part of external emergency response to

the project

High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of

Novel Coronavirus. Workers in this category include:

- Medical transport workers(e.g. ambulance personnel) moving known or suspected COVID19 individuals in enclosed vehicles.
- Entry points to the workplace
- Change house facilities
- On-site canteen and similar dining areas
- Waiting areas
- Evacuation and gathering places

Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with people who may be infected with the coronavirus, but who are not known or suspected COVID-19 individuals. In areas without ongoing community transmission, workers in this risk group may have

frequent contact with workers who may return from other provinces

Lower Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or

suspected of being infected with the Novel Coronavirus, nor frequent close contact with the general

public. Workers in this category have minimal occupational contact with the public and other coworkers. Examples include:

- Remote workers(i.e., those working from home during the pandemic).
- Office workers who do not have frequent close contact with coworkers, customers, or the public

In addition to the development of the workplace plan, employers are required to conduct a Novel

Coronavirus workplace risk assessment to determine the Novel Coronavirus associated risks of transmission. Similar to all workplace risk assessments, the Novel Coronavirus should:

- identify health and safety hazards associated with any work which is performed at the workplace (including the risk of transmission for Novel Coronavirus infection);
- determine the risks associated with the identified hazards;
- put into place mitigation and precautionary measures associated with the risks determined;
- monitor and review the control measures put into place determining the effectiveness thereof; and
- review the risk assessment when required to ensure improved and or continued effectiveness.
- employer to review risk assessment when he/she receive comments and advice from the health and safety committee.

1.2 Identify high risk work practices

Whilst performing the Novel Coronavirus workplace risk assessment, employers are required to identify all high risk work practices in relation to the transmission of Novel Coronavirus. These activities or areas include:

- Labour intensive activities;
- Confined working spaces;
- Working below other persons;
- Large gatherings or meetings;
- Toolbox talks;
- Canteen and eating areas;
- Open plan workspaces;
- Workshops;
- Common areas within or outside the workplace;
- Workplace access points;
- Site Access Points
- Changing Facilities, Showers and Drying Rooms
- Toilet Facilities
- Handling of tools, equipment and materials
- The contractor must ensure that at site access points:
 - a strict visitor access control policy to be implemented for all sites or offices, which should
 - include application, pre-screening procedures (including a medical and travel history questionnaire), and authorization procedures;
- all individuals will be required to wash their hands with soap and water and thereafter apply
 - a hand sanitizer before entering site.
- introduce staggered start and end times or a sufficient number of access and egress points
 - to reduce congestion;
- no breathalysers are to be used, should an individual display suspected intoxication then
 - alternative methods of testing are to be considered;

- entrance to sites must have a hand washing facility with running water and all individuals
 - entering and exiting the site must wash their hands - alternatively hand sanitizers must be provided;
- hand washing technique posters shall be displayed near the wash area;
- a screening process as outlined in GNR480 of 29 April 2020 Annexure E 5(b) and Department
 - of Health and National Institute for Occupational Health guidelines will be implemented at
 - all site access points;
- visitor registers at entry points will be completed by the security guard and not by the
 - visitor;

2. Engineering controls

2.1 Ventilation

The contractor to as far as practical ensure the workplace is well ventilated by natural or mechanical

means to reduce the Novel Coronavirus viral load. Where reasonably practicable workplaces must,

have an effective local extraction ventilation system with high-efficiency particulate air filters (HEPA), which is regularly cleaned and maintained, and its vents do not feed back in through open

windows. The contractor is to ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person as required by the manufacturer.

2.2 Physical barriers

If it is not practicable to arrange a worker's workstation(s) to be spaced at least one and a half meters apart, the employer should:

- Arrange physical barriers to be placed between workers' working places or erected on workers' desks to form a solid, physical barrier between workers while they are working; or
- If necessary, supply the worker free of charge with appropriate PPE based on a risk assessment of the working place.

2.3 Adaptation of workstations to increase social distance

Every contractor must arrange the workplace to ensure minimal contact between workers and as far

as practicable ensure that there is a minimum of one and a half meters between workers while they

are working, for example, at their workstations. Depending on the circumstances of the workplace

or the nature of the sector, the minimum distance may need to be further increased. Reducing the

number of workers present in the workplace at any time may assist in achieving the required social distancing.

3. Administrative controls

3.1 Screening/ reporting of symptoms/ sick leave

COVID-19 Symptom Screening

Employers should have the following in place:

- Adequately train (directly or indirectly) identified company personnel to perform daily
- workplace COVID-19 symptom screening.
- Provide compulsory medical screening equipment/tools
- Provide prescribed personal protective equipment (PPE) to those assigned to perform the screening.
- Companies should keep record of all such screening, and should an employee show any
- positive symptoms related to COVID-19, then such an employee will be quarantined, and
- the Department of Health Hotline 0800 029 999 immediately contacted.

3.2 Minimizing contact

The employer must take measures to minimize contact between workers as well as between workers and members of the public by implementing the following:

- Eliminate all work in close range where practicable
- Work to occur in an external or open environment where practicable.
- Where work is occurring in an enclosed space, ensure all preventative hygiene measures are in place
- Ensure measures in place to clean touch points before worker change over
- Site tests or inspections
- Apply social distancing measures maintaining a gap of 1.5m between occupants.
- Only mandatory inspection and audits
- Inspection and test participants to be kept to the absolute minimum

The contractor must implement measures to minimize contact between workers as well as between workers and members of the public.

The following will apply to all individuals:

- There will be no hand shaking with any person.
- Avoid the unnecessary touching of other individuals.
- When talking, sitting or eating with others, keep a distance of at least 1,5m between yourselves.
- Avoid close contact with anyone who has a fever or cough and request that site or office management follow these procedures and guidelines in terms of dealing with this person.
- Lifts should be avoided, as they are a confined space. Use stairways, ensuring hand sanitizers
 - are used afterwards. Handrails and lifts if use is unavoidable to be sanitized throughout the
 - day.
- Where tasks require workers to be in close contact, the site shall provide the appropriate

- PPE for this.
- Wherever possible, work that requires close contact shall be planned to reduce the number
 - of individuals involved in the activity at any one time
- Employers must ensure that:
 - Meetings where spacing of individuals would be less than 1,5m apart are not to be permitted as far as practicable.
 - Toolbox talks shall be limited to a maximum duration of 15 minutes and shall be in groups that allow for a 1,5m spacing between individuals but do not require the speaker to shout.
 - Toolbox talks must be held in well ventilated areas.
 - The awareness of hand washing and other hygiene behaviours is to be communicated daily.
- Meetings shall be reduced to only those that are essential and shall wherever possible be held via video conference.
- Hold meetings in open areas where possible
- Wherever possible, meetings and / or briefings shall be held in open areas with good ventilation
- A one-way system on access routes throughout the site where possible. Increasing access
 - points can help establish a one-way system if possible. Where a one-way system is not possible widening pedestrian routes so social distancing can be maintained on main site walkways.
- First Aid Responder Guidance:
 - The greatest element of risk for a First Aid Responder is the transfer of the virus to the mucous membranes by contact of contaminated hands (including contaminated gloved hands) with the eyes, nose or mouth.
 - To minimize hand contamination, avoid touching face and clean your hands frequently with soap and water or alcohol-based hand sanitizer.
 - There is also a significant risk of direct transfer of the virus on to mucous membranes by droplet transmission, that is, by direct impact of larger infectious virus droplets generated from the person's respiratory tract landing directly to eyes, nose or mouth. This risk is managed by use of appropriate PPE (mask and eye protection) and by providing an ill or injured person with a surgical mask to cover their nose and mouth when coughing or sneezing (respiratory hygiene and cough etiquette).
 - First Aid Responders should be familiar with the symptoms of COVID-19.
- Key Control Measures for First Aiders
 - Standard infection control precautions to be applied when responding to any first aid incident in the workplace. Hand washing with warm water and soap or an alcohol-based hand sanitizer must be performed before and after providing any first aid treatment.
 - Any person presenting with symptoms consistent with COVID-19 should be treated as a suspected case.
 - Only one First Aid Responder to provide support/ treatment, where practical.
 - If a cardiac arrest is suspected, the paramedic should not listen or feel for breathing by placing your ear and cheek close to the person's mouth. If in any doubt about confirming

- cardiac arrest, the default position is to start chest compressions only until help arrives.
- Persons with minor injuries (cuts, abrasions, minor burns) - where practical, a First Aid
- Responder should avoid close contact and advise the injured person what steps to take in treating their injury.
- No reusable equipment should be returned to service without being cleaned or disinfected
- using standard Department of Health procedures appropriately.
-

3.3 Rotation and shift work

The contractor must, as far as practicable, minimize the number of workers at the workplace at any given time to mitigate the impact of COVID-19 through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.

3.4 Work-at-home strategies

The contractor must, as far as practicable, enforce work-at-home strategies and workers who can work from home should work from home particularly where they are Vulnerable Workers. Employers should develop a directive or guidance on working from home to provide clear advice to all workers working from home.

3.5 Communication and information strategies

Where workplace meetings can be held via an online collaboration platform, it is strongly encouraged, although where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings including:

- the maximum occupancy of the workplace meeting room should be determined having regard to social distancing principles including a distance of 1,5m apart
- the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;
- the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room; the number of workplace meetings and the duration of workplace meetings should be reduced;
- attendees must refrain from social niceties such as shaking of hands and hugging;
- all attendees must wear a face mask with nose and mouth covered;
- all attendees must wash hands with soap and running water for at least 20 seconds and then
- apply hand sanitizer before entering and exiting a meeting room
- doors and windows to be left open during and between workplace meetings to avoid
 - touching handles;
- desks / equipment / seat handles in meeting room should be sanitised immediately before
 - and after meetings;
- meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed and food is wrapped.

3.6 Role of health and safety committees and representatives

The Principal Contractor must appoint a manager as a COVID-19 officer to address employee or workplace representative concerns and to keep them informed. This must be done with the health

and safety representative (if appointed) and should an health and safety committee that has been

elected already exist in the workplace then the appointed Covid-19 officer must consult with that committee on the nature of the hazards and risks in relation to COVID-19 in that workplace in addition to the measures that need to be taken.

3.7 Education and training

All employees and other persons on the site will be required to be trained and educated on Covid-19 hazard and the risk presented. This training will include at a minimum:

- Epidemiology and symptoms of Covid -19 Modes of transmission
- Exposure Control Management Plan
- Methods of recognition of high risk activities and symptoms
- Use and limitations of existing engineering controls, and work practices
- Use and limitations of Personal Protective Equipment
- Types, use, removal decontamination and disposal of Personal Protective Equipment
- PPE basis of selection
- Emergency procedures
- Exposure incident procedures
- Labelling
- Waste Handling
- Non-occupational risks in community/ home
- Post -exposure and follow up.

The contractor must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the COVID-19 virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of cloth masks and other PPE, cough etiquette and where to go for screening or testing if presenting with the symptoms;

The contractor to obtain relevant information, recommendations and topics regarding the COVID-19 pandemic for use in the education of employees, and to display the information in prominent areas within every workplace. Such information should also be included in health and safety briefings both on project sites as well as offices. Employers are further advised to avoid disinformation in social media and to reference viable sources for official and accurate information updates.

Every employer must implement a suitable training and awareness campaign in respect of:

- the dangers of COVID-19 infection;

- the manner of its transmission;
- the measures to prevent transmission such as social distancing, personal hygiene practices, PPE requirements and utilization (including cloth masks), social etiquette (including cough
- etiquette, greetings, respiratory hygiene);
- safe transport to and from work; and
- symptom monitoring, screening and confirmatory testing.

3.8 Reporting of incidents for regulatory purposes

If a worker has been diagnosed with COVID-19, an employer must-

- inform the Department of Health and the Department of Employment and Labour;
- its registered employer body
- investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and it must give administrative support to any contact-tracing measures implemented by the Department of Health.

3.9 Reporting for purposes of public health, contact tracing, screening, testing and surveillance

If an employee has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, the worker may only return to work if:

- the worker has undergone 14 days of isolation;
- the worker wears the minimum of a surgical mask at all times for the remaining period of 21 days from the date of initial testing;
- the employer ensures that the worker adheres to social distancing, hygiene and cough
- etiquette;
- the employer closely monitors the worker for symptoms on return to work;

The employer should report all alleged, presumed and confirmed cases of COVID-19 related occupational disease to the Compensation Commissioner in the prescribed format using the relevant documentation as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) in order to facilitate procedures for all worker's compensation benefits available to employees.

3.10 Management of COVID-19 positive employees and workplace contacts (symptomatic and asymptomatic)

Employers must manage COVID-19 positive employees in accordance with the Department of Health Guidance note for workplaces in the event of identification of a COVID-19 positive employee which includes:

- personal health procedures

- public health communicable disease procedures
- infection prevention and control procedures
- workplace related occupational health and safety procedures
- labour relations procedures
- incident reporting and engagement with relevant stakeholder
- leave and worker's compensation arrangements

3.11 Management of vulnerable employees and special measures for their protection, including protection against unfair discrimination or victimization

Employers must identify vulnerable workers at the workplace in accordance with the Department of Health Guidance on vulnerable employees and workplace accommodation in relation to Covid-19 which includes:

- identifying vulnerable employees
- assessing a vulnerable employee
- protecting and managing vulnerable employees in the workplace
- return to work and incapacity management of the vulnerable employees post Covid-19 illness

4. Healthy and safe work practices

4.1 Disinfectants, sanitizers and personal hygiene

Every employer must ensure that:

- there are adequate facilities for the washing of hands with soap and clean water at all times
- and no fabric toweling is allowed, only paper towels are provided to dry hands after washing;
- adequate rubbish bins with lids are to be provided for the disposal of paper towels;
- material Safety Data Sheet of any HCS to be discussed to all employees issued with or
- exposed to sanitizer and disinfectant and precautions outlined in the Material Safety Data Sheet to be followed
- bulk storage of alcohol-based sanitizer must be stored in accordance with the HCS and
- Material Safety Data Sheet specifications
- workers are required to wash their hands and sanitize their hands regularly while at work;
- where practicable, all work surfaces and equipment are disinfected before work begins,
- regularly during the working period and after work ends;
- only storeman is allowed in the storeroom

- signing of tools out and returning (only storeman will complete the register and sign on behalf of the person taking the tool.
- procedure to disinfect the tools
- social distancing when collecting tools in the morning and returning tools aftershift.
- sanitizerto be place on the storeroom countertop
- the storeman to use appropriate PPE at all time when handling tools
 - common areasand ablution facilities are sanitized more regularly
 - chemical toilets used on site should be serviced at least twice a week;
 - asfar as practicable, crockery and eating utensils should be of a disposable type;
 - workers are provided with the necessary tools and equipment required to perform their
- tasksto prevent sharing of tools and equipment, insofar asit is reasonable and practicable
- to do so;
 - cleaning registersare to be provided in the areaswhere regular cleaning is required;
- All individuals shall wash their hands with soap and waterfor atleast 20 seconds or use approved

70% alcohol based sanitizer when: -

- entering or leaving a site;
- before eating;
- after eating;
- aftersite walks;
- after ablutions;
- aftertouching door handles, paper, envelopes etc; and
- any other interactionthat may require hand washing.

Facilities with soap and water or alcohol based hand sanitizer must be provided at: -

- site access points;
- offices;
- ablution facilities;
- eating areas;

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Hierarchyof controls applies with the use of PPE. Specific regardfor the type , training and controls isto be outlined in the Contractor's Covid-19 Management Plan.

The type of PPE to be used within the workplace will vary according to the work activity, medical risk

factorsin relation to vulnerable workers etc. The Principal Contractorshould determine the PPE required following the information provided from the risk assessment. Principal Contractor must ensure that:

- Workers who work in close contact with one anothershall wear appropriate PPE;
- Workers shall be trained on how to wear, remove and - where appropriate - dispose of their PPE properly;

- Designated bins for the adequate disposal of masks shall be provided;
- Safety and supervisory personnel shall ensure no close contact work is carried out by workers who are using defective or inadequate PPE.

5.1 Masks

5.1.1. Masks (general)

The main benefit of everyone wearing a mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the

Department of Health requires that all persons wear cloth masks when in a public place.

Contractors must ensure provision of masks to every worker in their workplace. This is in the interests of health and safety of workers in the workplace and as a support to the public health measures. These masks should be provided free of charge and an employer may not require a worker to pay the employer or any other person for a mask or make a deduction from the worker's remuneration.

Every contractor should ensure that workers are informed, instructed, trained and instructed as to the correct use of masks.

In respect of masks, training should explain:

- hands should be washed before and after donning or removing the mask;
- that masks should cover the nose and mouth completely;
- masks should not be lowered when speaking, coughing or sneezing;
- masks should never be touched except to put on and remove
- masks should be changed when wet or visibly soiled;

5.1.2 Respirators (FFP1/FFP2 etc)

For dusty environments workers should be wearing appropriate respirators as per recommendations for gas, dusts, fume vapours since exposure to these may increase the likelihood of infection.

5.2 Gloves

It is preferable that surgical gloves are not worn unless specifically indicated and workers are trained in the proper use and storage thereof. Gloves must only be used when the activity demands the wearing of a specific type of hand gloves. This should be directed by the Contractor's Risk Assessment. Employees doing physical manual work should not share gloves and store gloves appropriately.

All site office personnel should be made aware of the risks in the office environment, this includes handling of documents and plans. They should not wear gloves.

5.3 Face Shields

The PC could also look at options such as full-face shields for preventing spreading of virus through eyes. This could assist the employee who is doing hard physical work to breathe more easily but, still protecting the mouth, eyes and nose. Face shields should be cleaned daily before the shift and at the end of the shift. Proper cleaning agents/disinfectant recommended by the Department of Health must be used. Face shields should be issued to individual employees and no sharing should be allowed. Employees still need to wear masks if face shields are worn.

6. Provision of safe transport for employees

6.1 Personal hygiene

The contractor should train workers who rely on public transport or who utilize employer arranged transport on the safety protocols to be followed. Employers to ensure:

- Transport vehicles should be sanitized before and after each trip;
- A fever and symptom screening process will be implemented prior to embarkation.

6.2 Social Distancing

- Where transport is provided, occupancy of the vehicle should be in accordance with Disaster Management Act requirements;

6.3 Arrangements to minimise exposure associated with commuting

Contractors are encouraged to provide employees with awareness regarding the PPE and hygiene requirements whilst travel. Wherever possible, workers should travel to site alone using their company vehicle or their own means of transport. Where public transport is the only option for workers, then regular toolbox talks outlining how to reduce the possibility of infection should be implemented.

6.4 Cloth masks (if commuter)

Contractors must ensure that all commuters are aware that they are required to have a cloth mask on whilst in transit.

6.5 PPE (driver/conductor of employer-provided transport)

Contractors should ensure that safe transport arrangements are made, including:

- sanitizers for workers;
- masks or respirators for taxi drivers;
- social distancing and capacity arrangements.

6. ANNEXURES

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

C1.3 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:

SABS 1200 A	:	General
SABS 1200 D	:	Earthworks
SABS 1200 GA	:	Concrete (Small Works)
SABS 1200 H	:	Structural Steelworks

PART C3.1a: PROJECT SPECIFICATION: GENERAL PARTICULARS

1. SCOPE AND TYPE OF CONTRACT

The Principal Contract, which is the General Contractor's responsibility, comprises the construction of the new office facilities at Elundini Grain Silos located in Maclear (Rural).

This electrical installation, which shall form a Domestic Sub-Contract to the Principal Contract consists of the electrical installation of the general lighting and small power and associated sub distribution boards and cabling to the building as well as streetlighting.

2. BUILDINGS

The proposed new facilities consist of industrial silos, dryer area and control

The electrical sub-contractor must fully acquaint himself with the type and method of construction, and materials and finishes to be used. A full set of Architect's and Civil and Structural Engineer's drawings will be available on site and are to be read in conjunction with the drawings covering the electrical installation.

The Tenderer shall be deemed to have visited the site and acquainted himself of the location and conditions. No claim for lack of knowledge in this respect will be entertained.

3. SUPPLY AUTHORITY

The Supply Authority shall be the Eskom.

4. ELECTRICITY SUPPLY

The Electrical supply shall be taken as 400/240-volt, 3 phase, 50Hz. All apparatus and equipment shall be suitable for these conditions.

5. BUILDER'S WORK

The Electrical Sub-Contractor shall notify the Engineer and the Main Contractor, prior to building work being commenced, of the positions where holes, chases, recesses and sleeves will be required.

The Electrical Sub-Contractor shall allow for all chasing and cutting of holes and recesses, etc., under this contract, and due care shall be taken when cutting and chasing. The Electrical Sub-Contractor will be responsible for making good any undue damage to the structure, to the satisfaction of the Engineer and the Architect.

Sleeves will be supplied and installed by the Electrical Sub-Contractor.

6. STANDARD SPECIFICATION

This specification shall be read in conjunction with the relevant clauses of the Engineer's Standard Specification, which is incorporated as Part C3.1b-c of this document.

7. CODE OF PRACTICE

The installation shall comply with the following regulations as appropriate.

- a. SANS 10142/1 of 2004 National Standard for the Wiring of Premises.
- b. Supply Authorities By-Laws.
- c. Occupational Health & Safety Act No. 85 of 1993 (with amendments & Regulations).
- d. Engineer's Standard Specification.
- e. Specification 2015-123/E
- f. The Post Office Act.

In the event of any queries arising concerning the interpretation of any regulation, the Engineer's advice must be sought.

8. PROVISIONAL, PRIME COST AND CONTINGENCY SUMS

- a. Contingency Amount:
- b. Provisional Allowances for Light Fittings
- c. Provisional Allowances for additional buildings

These are included in the Bills of Quantities.

No amounts shall be expended without the authority of the Engineer.

9. DOCUMENTS

The Electrical Sub-Contractor will be required to submit his tender in the form presented by this document and will be required to accept the conditions referred to herein.

Tenderers are required to complete these documents in all respects and to note that they shall be bound by any conditions laid down in this document.

10. MAINTENANCE PERIOD

The maintenance period shall be 12(twelve) months from date of Practical Completion and signing and submitting of the "Certificate of Compliance by an Accredited Person", as issued by the Electrical Contractors Association, shall form part of this Contract Document.

11. COMPLETION

The Electrical Sub-Contractor shall keep pace with the programme of the Main Contractor, or any revised programme, which that contractor may lay down, in order that the electrical installation may be completed on or before the overall completion date specified by the Main Contractor.

12. REFERENCE

In the event of any doubt concerning the interpretation of this specification, the Standard Specification or the drawings, this should be referred to the Engineer, whether before tendering or after the Contract has been awarded.

13. TESTING

The Electrical Sub-Contractor shall arrange for any testing of the installation which may be required by the Supply Authority and the Engineer and shall provide the Engineer with a complete test certificate.

14. SAMPLES

When called to do so, the Electrical Sub-Contractor shall submit samples of equipment, luminaires, fittings, cables and installation materials to the Engineer for inspection and approval prior to their installation.

15. CERTIFICATE OF COMPLIANCE

On completion a 'Certificate of Compliance by an Accredited Person' shall be completed and signed for each and every distribution board and submitted to the Engineer before Final Retention will be released.

16. MANUFACTURER'S DRAWINGS

Before any L.V. switchboards are manufactured copies of the switchboard manufacturer's proposed layout and wiring drawings shall be supplied to the Engineer for approval in principle.

18. INSPECTION, TESTING, COMMISSIONING & COMPLETION OF WORKS

The requirements of the Standard Specification shall apply.

17. SITE SECURITY AND IDENTIFICATION

Access to the site will be controlled.

It is a requirement that all the sub-contractors' workers and personnel will, at all times, wear a reflective neon coloured safety vest with the sub-contractors company name visibly displayed on the vests, all costs in this regard will be for the sub-contractors account. The sub-contractor will also ensure that all workers and personnel remain confined to the specific construction site.

18. SAFETY, HEALTH & ENVIRONMENTAL COMPLIANCE

Tenderers must note that all relevant aspects of the Occupational Health & Safety Act, Act 85 of 1993, the Construction Regulations promulgated on 18th July 2003 incorporated into the said Act by Government Notice R 1010, published in Government Gazette 23207 will apply.

In this regard tenderers must allow for compliance with the following:

- Constructional Environmental Management Plan and Occupational Health and Safety Specifications all as indicated in the Preliminaries Section of this document.

The above regulations are applicable and will be enforced and it is a requirement that the sub-contractor comply with all relevant aspects of these documents.

19. TENDER DOCUMENTS BY E-MAIL OR COMPUTER DISCS

The information contained in this tender document is available on computer software and can be supplied via E-mail and/or computer disc(s) however, it is the responsibility of the tenderer to ensure that the information received via these media is correct and consistent with the actual printed documents or addendum(s) issued to each tenderer. In the event of any differences between the printed tender documents or faxed addendum(s) issued to tenderers and similar information provided by E-mail or computer disc(s) the former will always be regarded as correct.

22. ELECTRICAL CONTRACTOR DETAILS

22.1. Company Name:

22.2. Company Registration:

22.3. Physical Address:

22.4 Postal Address:

22.5 Telephone:

22.6 Email

22.7 VAT Registration:

23. DETAILS OF INSTALLATION ELECTRICIAN

I/We hereby certify that
(name).....is a
registered installation electrician in terms of the Occupational Health and Safety Act (act 85 of 1994) and
is permanently employed by my/our company trading as (Company Name):

.....
.....

I/We further certify that the abovementioned person will be appointed as the responsible person in charge
of the installation, which person shall be personally supervising the whole of the electrical works as
tendered for from inception to completion inclusive of signing all commencement/ completion/ cost
certificates necessary as part of the Works.

I/We further certify that I/We am/are fully aware of the provision of the Occupational Health and Safety Act
and that my/our company is trading as a registered electrical contracting organisation.

REGISTRATION NUMBER OF THE INSTALLATION ELECTRICIAN:

SIGNATURE INSTALLATION ELECTRICIAN:

DATE:

SIGNATURE OF TENDERER:

DATE:

COMPANY STAMP:

24. REGISTRATION AS ELECTRICAL CONTRACTOR

The tenderer must be registered as an Electrical Contractor with the Department of Labour and must be registered with the Workman Compensation Commissioner and the Unemployment Insurance Fund Commissioner.

The tenderer must complete the following and submit supporting documentation.

24.1 Department of Labour – Registration as Electrical Contractor

- a) Registration No:
- b) Date of registration:

24.2 Department of Labour – Workmen Compensation Commissioner

- a) Registration No:
- b) Date of registration:

24.3 Department of Labour – Workmen Compensation Commissioner

- a) Registration No:
- b) Date of registration:

I/We certify that the above information is correct.

Signature:

Name:

Tenderer:

Date:

25. CIDB REGISTRATION

Company Trading Name:

CIDB Number:

CIDB Grading:

Tenderer to attach the CIDB Certificate or website print out.

PART C3.1b & c: STANDARD ELECTRICAL SPECIFICATIONS

SECTION A: PREAMBLE TO STANDARD SPECIFICATIONS

SECTION B: INSTALLATION SPECIFICATIONS

The standard (Section A&B) and Quality Specification (Section C) are not bound into this document. They are available for scrutiny at the offices of the Consulting Electrical Engineer and the Department of Public Works. The documents may be downloaded from the internet as per link below:

[http://www.publicworks.gov.za/PDFs/consultants_docs/General_Electrical_Specification_PartA_and_Part B.doc](http://www.publicworks.gov.za/PDFs/consultants_docs/General_Electrical_Specification_PartA_and_Part_B.doc)

http://www.publicworks.gov.za/PDFs/consultants_docs/General_Electrical_Specification_Part_C.doc

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C3.1: SCOPE OF WORKS – JBCC 2000 NS SUBCONTRACT AGREEMENT (Edition 4.1 of March 2005)

Project title: Elundini Grain Silos: Electrical Installation
Tender No:

PART 3.1d: TECHNICAL PARTICULARS APPLYING TO THIS SPECIFICATION

1. STANDARD TECHNICAL SPECIFICATION

This section of the specification shall be read in conjunction with the relevant clauses of the Standard Technical Specification included herein.

2. ELECTRICAL SUPPLY

New connection of 3 phase, 400/240V, 50Hz electrical supply from Eskom.

3. EXTENT OF WORK

The general scope of works for this project includes the following items;

3.1 Supply and installation of new kiosks and distribution boards at the designated position, for lighting, small power and equipment supplies including the feeder cabling as shown in the drawings.

3.2 Supply and installation of galvanized wiring ducting, PVC conduit, trunking, wiring and switchgear for lighting and small power.

3.3 Supply and installation of all light fixtures and fittings, internally and externally.

3.4 Supply and installation a Diesel back generator.

4. MAIN LV SWITCHBOARD AND SUB-DISTRIBUTION BOARDS

Sub-distribution boards and all equipment contained therein shall comply fully with the requirements of standard specification of this document.

The distribution boards in the Bills of Quantities shall contain the equipment shown on the schematic diagrams. They shall be flush/surface mounted types as detailed with lockable doors and be powder coated WHITE to BS 577. All boards shall have the minimum rupturing capacity as shown on the diagrams.

Where no rupturing capacity is shown it shall be a minimum of 5kA. Where ducting is connected directly into the DB's the DB's shall be manufactured to accept the ducting. All DB's shall be fitted with drawing pockets on the inside of the doors and isolation of the main switch must be possible with the DB doors in the locked position.

It should be noted that the positions of the DB's as shown on the drawings are provisional only and the exact positions are to be determined on site in conjunction with the Engineer.

The terminal blocks for the signal cables shall have a label adjacent to the terminals stating that these are remote feeds & shall be treated as live terminals at all times.

5. SUB MAIN DISTRIBUTION

Sub-main distribution shall generally be carried out using PVC armoured cable as indicated on the drawings. All cable terminations shall include a cable gland, shroud, cable lugs, label & connection to the specific switchgear or appliance.

PVC/ECC/PVC cable feeders shall be run on cable tray or PVC sleeves following the routes shown on the drawings. Cable tray and the installation thereof are more fully detailed in the clauses below.

6. SUB CIRCUIT ARRANGEMENT

The complete installation within the buildings shall be flush mounted.

Sub-circuit distribution shall generally be carried out using various sizes of galvanized wiring ducting with PVC feeder conduits fed off to local outlets.

7. WIRING DUCTING AND CONDUITS

The wiring ducting and covers shall be pre-galvanized epoxy coated and Cabstrut or O-line manufacture.

The main ducting runs in the ceiling space as detailed on the drawings. The size of the trunking shall be as specified in the drawings.

All ducting runs shall be fixed to the roof structure. All ducting elbows, tees, etc., shall be standard accessories and all ends shall be fitted with end caps.

All conduits shall be PVC plain end type fixed surface flush throughout the building with galvanized clamps. All conduits shall be flush mounted. All conduits shall be debarred after cutting and before installation. All conduit knock-out boxes (100 x 100, 100 x 50mm) shall be Galvanized steel. The round conduit boxes shall be PVC type.

All unwired conduits for provisional outlets, telephone and data services, etc., shall be fitted with 1,6mm diameter galvanized draw wires.

The electrical contractor shall liaise with the Main Contractor and Engineer to ascertain the main ducting runs.

8. SWITCHES, SWITCH SOCKET OUTLETS AND FIXED CONNECTIONS

Flush switches and switch socket outlets shall be fitted with white cover plates and all dedicated socket outlets (shaved earth pin) shall have red cover plates. Telephone and data outlets shall be fitted with white cover plates to match the switches.

9. POWERSKIRTINGS

Two compartments Le Grand DLP (150mm x 50mm) power skirting shall be installed at the positions as detailed on the drawings. The colour shall be white. The 2 Compartment body shall be installed and fixed with wiring and accessories, the final covers to be fitted after the carpets and painting has been completed, or to suit the Main Contractor.

The power skirting is to be installed at floor level. Allowance shall be made for tiling or carpeting between the power skirting and the floor screed.

10. GENERAL LIGHTING INSTALLATIONS

All interior light fittings installation shall be surface mounted on the ceiling. Exterior lighting shall be wall mounted bulkheads installed at 2400 AFFL.

11. LIGHT FITTINGS

All the light fittings shall be supplied, installed and connected by the electrical contractor as detailed on the drawings and in the Schedule below.

The bidder shall allow for purchase, ordering, taking delivery, storing and installation and connection of all light fittings under this contract in accordance with the Standard Specification.

All LED light fittings shall be fitted with LED drivers with 20kA surge protection, colour 4000K.

The bidder shall liaise with the Engineer before any light fittings are ordered.

12. SCHEDULE OF LIGHT FITTINGS

A detail list of the light fittings is shown on the Bill of Quantities.

13. FLUORESCENT/LED LAMPS

Only the following lamps are to be used, (Osram and Philips). 'No-Name' brands will not be accepted.

LED lamps shall be "Neutral White" (4000k)

14. SENSITIVE LIGHT SWITCHES

14.1. PHOTO-ELECTRIC DAYLIGHT-SENSITIVE SWITCH

The outside lighting of the building shall be controlled by a single plug-in photo-electric daylight-sensitive switch.

The position of the switches as indicated on the drawings is provisional and the exact position shall be confirmed on site with the Engineer.

14.2. OCCUPANCY SENSOR

Some of the offices and rooms lighting shall be switched on using occupancy sensors. This sensor shall be a 3600 Dual Technology (Infra-red and Ultra-sonic), line voltage occupancy sensor with light level feature by Watt Stopper.

The position of the sensors as indicated on the drawings is provisional and the exact position shall be confirmed on site with the Engineer.

15. LABELLING OF SWITCHBOARDS

All switchboards shall be completely relabelled after completion of the work.

Labelling shall comprise the following:

- a) Engraved label 10mm high lettering for board designation (e.g. SDB-Z1/1)
- b) Engraved label 3mm high lettering to indicate the supply cable size and from where it is fed (e.g. FED FROM SMB-Z1 WITH 16mm² x 3 C PVCAS CABLE)
- c) Engraved label 5mm high letter for each circuit breaker (e.g. PLUGS)
- d) Typed legend sheet secured inside door of respective SDB.

All engraved labels shall be properly fixed to cover plates.

16. BONDING GENERALLY

All metallic parts of the installation are to be bonded to the earth system as required by the appropriate Regulations.

All iron roofs, corrugated iron, gutters, down pipes, water and waste pipes, as well as all steel structures, are to be bonded to earth. The maximum resistance of any such point to the earthed end of the earthing lead shall not exceed 0.2 ohm.

17. EARTHING

The installation is to be effectively earthed and the earthing is to comply with the Supply Authority, the Standard Specification, and is to be to the satisfaction of the Engineer.

18. TELKOM AND DATA CABLE OUTLETS

The Telkom and data cable outlets will be fed from a galvanized wiring ducts running through the ceiling.

The IT/Data Comms cabling is to be carried out by a specialist installer. The electrical contractor is responsible for providing all containment for the IT cabling as described in this specification and on the electrical drawings. Every data point and telephone point is to be terminated into a RJ11 and RJ45 outlet within the skirting trunking. The specialist cable installer will carry out the terminations. The electrical contractor must, supply and install all RJ11 and RJ45 outlets complete with face plates within the trunking as detailed on the electrical drawings.

19. MANUFACTURERS DRAWINGS

Before LV switchboards are manufactured, a set of the manufacturers proposed layout and wiring drawings shall be supplied to the Engineer for approval in principle.

20. LIGHTNING PROTECTION

As per SANS 10313 standards, lightning protection installation is a requirement as measured in the Bill of Quantities.

21. INSPECTION, TESTING, COMMISSION AND COMPLETION OF WORKS

The requirements of the Standard Specification shall apply.

SCOPE AND TYPE OF CONTRACT

The Principal Contract, which is the General Contractor's responsibility, comprises the refurbishment and renovation of the Offices at the Prosperity Building, located in Mthatha.

This mechanical installation, which shall form a Nominated Sub-Contract to the Principal Contract consists of the civil engineering works, electrical installation of the general lighting and small power and associated sub distribution boards and cabling to the building as well as street lighting.

Commweigh – Advanced Modular - Software

The Commweigh software product is aimed at supporting various weighing requirements.

The standard product provides the following functions (not all may be required by a particular application):

- Registering and maintenance of various "static" information groups, such as: vehicles, customers, hauliers, orders, and products. - Weighing of vehicles.
- Axle weighing
- Boom / Traffic lights / RFID reading / control
- SQL Database
- Uploading or downloading of information from an ERP or other system

Road Weighbridge (1)

1 x 24 X 3M 60 TON - Digital Electronic Road Weighbridge (Pit / Surface mounted)

Model: Approved Weighbridge

Capacity: 60/80 tons standard – 120 ton strength – approval to 60 ton/NRCS SANS 1649

Platform size: 24 m x 3 m – 10 x Digital 30 ton loadcells

For weighing of trucks based on considerations below:-

Trucks are uniformly loaded.

- ✓ Road - DTA loading criteria within 30t / 32t / 36t
- ✓ Peak weighing frequency up to 20 trucks per hour.
- ✓ Trucks are not overloaded with respect to their rated capacity.

Scope of Supply:

Sl. No.	Description	Qty.
1.	Fabricated deck structure, duly painted & complete	1 set
2.	Guide rails, duly painted	1 set (for surface mtd. Only)
3.	Load cells with 20m integral cable, mounting accessories and foundation brackets	4 / 6 / 8
/10 nos. (as appl.)		
4.	Junction Box	1 / 2 / 3 nos. (as appl.)
5.	Weight digitizer/indicator (at 5m cabling from JB)	1 no.

WEIGHBRIDGE SYSTEM

- CAPACITY (kg) 60 ton standard

- LEAST COUNT (kg) 400 kg
 - PLATFORM SIZE (m x m) Road – 24 x 3
 - ACCURACY +/- 1 division as per Class-III, Legal Metrology rules
- PLATFORM DECK STRUCTURE**
- CONSTRUCTION Welded modules using Universal (H) beams
 - MATERIAL Steel
 - NO. OF MODULES 8 x 6 m x 1.5 m sections (24m)
 - TOP SURFACE 12 mm plate (Road)
 - SURFACE PROTECTION/PAINT
- Specification Epoxy Paint - White: Min. 100 DFT
- LOAD CELL**
- TYPE Double sheer beam, Digital
 - MODEL
 - RATED CAPACITY
- DIGITIZER**
- MODEL
 - HOUSING Stainless Steel, Desk / Wall mounted
 - PROTECTION IP68
 - DISPLAY 20 mm 9 segment IBN
 - CONNECTIVITY 2 serial ports 2x RS232
- GENERAL**
- POWER REQUIREMENT Single phase 220VAC / 50Hz with earth
 - OPERATING TEMP. -10°C to +60°C for load cells
- 10°C to +45°C for instrumentation

CONFORMANCE TO GLOBAL STANDARDS:

IRC: 6-2010 Std. Specs. & Code of Practice for Road Bridges, Section II – Loads and Stresses (Fifth Revision)

OIML R60 : 2000 Metrological Regulation for Load cells

IEC 60529 Degrees of Protection Provided by Enclosures (IP Code)

Legal Metrology Act: Weights & Measures SANAS

C4: SITE INFORMATION

