

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 43/25 FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

TENDER NUMBER: **B/SM 43/25**

DESCRIPTION: **Rising Main from La Motte Booster Pump Station to Groendal Reservoir and all Associated Works.**

CLOSING DATE: **09 December 2024**

CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: **JG Afrika at 021-530 1800: e-mail: dupreezc@jgafrica.com**

SCM Requirements: **Gerald Kraukamp at 021 808 8519 e-mail: Gerald.Kraukamp@stellenbosch.gov.za**

Office hours for collection: 08h00-15h30

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 6CEor higher.**

A Compulsory Clarification Meeting will be held on **15 November 2024, at 10:00 at Stellenbosch WWTW Boardroom, Vredenburg Road, Stellenbosch.** Latecomers will not be considered.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with “**B/SM 43/25 FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and the–Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452

The preferential points system applied is as follows:80/20 in terms of the approved policy.

Price	80
B-BBEE status level of contribution	10
Locality	<u>10</u>
Total points for Price and B-BBEE	100

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R850 per document**.*

Please note: Stellenbosch Municipality will never contact you to pay money in exchange for the award of the tender.

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 43/25 FRANSCHHOEK GROOTMAAT WATER STYG HOOF EN GEASSOSIEERDE WERKE

TENDER NOMMER: BSM 43/25

BESKRYWING: WATER STYGLEIDING VANAF LA MOTTE AANJAAGPOMPSTASIE TOT BY GROENDAL RESERVOIR EN VERWANTE INFRASTRUKTUUR

SLUITINGSDATUM: 09 Desember 2024

TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n geskatte KIOR kontrakteurgradering van ten minste 6CE of hoër hê.

Tender Spesifikasies: JG Afrika at 021 530 1800: e-pos: dupreezc@jgafrika.com
Vkb vereistes: Gerald Kraukamp at 021 808 8519 e-pos: Gerald.Kraukamp@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op datum op **15/11/2024 om 10:00** by die Stellenbosch Rooilwerke. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir 180 dae na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: **"B/SM 43/25 FRANSCHHOEK GROOTMAAT WATER STYG HOOF EN GEASSOSIEERDE WERKE"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys en B-BSEB en ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van R 850,00 per dokument.

Let wel: Die Munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van die tender.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS
PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) <i>(Refer to page 82:</i>			
COMPLETION PERIOD IN WORKING DAYS:			
BBBEE LEVEL			
CLAIM POINTS FOR LOCALITY		YES	NO

NOVEMBER 2024

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Leandro Hendricks

**Manager: Water and Waste Water
Operations: Infrastructure Services**

Tel. Number: 021-808 8725

Technical Specification Enquiries:

Consultant: JG Afrika (Pty) Ltd

Contact: Charl du Preez

Tel nr: 021-530 1800

Email: dupreezc@jgafrika.com



1. TENDER NOTICE & INVITATION TO TENDER

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Let wel: Die Munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van die tender.

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 43/25	CLOSING DATE:	9 December 2024	CLOSING TIME:	12:00
DESCRIPTION	FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. NAME, SURNAME AND SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM
CONTACT PERSON	Gerald Kraukamp
TELEPHONE NUMBER	021 808 8519
FACSIMILE NUMBER	
E-MAIL ADDRESS	Gerald.kraukamp@stellenbosch.gov.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	Charl du Preez
TELEPHONE NUMBER	021 530 1800
FACSIMILE NUMBER	
E-MAIL ADDRESS	dupreezc@jqafrika.com



STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

GENERAL TENDER INFORMATION

TENDERERS INVITED	:	Wednesday, 6 November 2024
ESTIMATED CIDB CONTRACTOR GRADING	:	6CE or higher
CLARIFICATION MEETING	:	A compulsory clarification meeting to be held on Friday, 15 November 2024 at 10h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Stellenbosch WWTW, Vredenburg Rd, Stellenbosch
CLOSING DATE	:	Monday, 9 December 2024
CLOSING TIME	:	12h00
CLOSING VENUE	:	Tender Box at the Municipal Office, Plein Street, Stellenbosch
VALIDITY PERIOD OF TENDER	:	180 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

- 2.1. If a Bidder is a **COMPANY**, a **certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP



We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _ _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents



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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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



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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity



- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer



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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE 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 B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure



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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

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 received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

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

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration; and
 P_{min} = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :



-
- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
 - A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



- 5) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", 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 R50 million

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

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps* = Points scored for price of bid under consideration;
Pt = Price of bid under consideration; and
Pmin = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 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 must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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



F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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



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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.



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



7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment



The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency



The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1.If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2.If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3.Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4.Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1.Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1.Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2.The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1.A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3.No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.



32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



8. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



9. SPECIAL CONDITIONS OF CONTRACT (If applicable)

Settlement of Disputes:

Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.

Arbitration

Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).

The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation, and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).

The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position.

The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.



10. MBD 4 – DECLARATION OF INTEREST

1. 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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative													
3.2.	Identity Number													
3.3.	Position occupied in the Company (director, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES		NO										
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1.	If so, furnish particulars:													

¹ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive 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.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
 b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____,
 certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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



11. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				

12. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10

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, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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 and any other applicable preference

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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
PRICE	10
Total points for Price and Preferences 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 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.

1.7 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) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“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;
- (j) **“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;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24)

- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 5.5 A tenderer must submit proof of its BBBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

6. BID DECLARATION

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

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

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

- 7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

Address -
.....
.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement must be attached)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 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/Locality points 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.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

PLEASE COMPLETE IN FULL YOUR OWN SWORN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE) (DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (Select one) of the following enterprise and am duly NB! authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---



3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

NB!

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89





13. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

⁴ 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ 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.



15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



17. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



18. PRE-QUALIFICATION SCORE CRITERIA

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

The bidder must comply with the criteria stipulated below to pre-qualify. Failure to comply with proof will result in tender rejected:

PRE-QUALIFICATION CRITERIA		
Company Experience: Demonstrated experience of the tendering entity with respect to comparable projects		
CRITERIA	APPLICATION OF THE CRITERIA	CONFIRM YES/NO
Company Experience	1. Construction of Large Diameter HDPE Pressure Pipes: Proven experience in constructing large diameter HDPE pressure pipes with welded joints (315mm nominal diameter or larger) using open trench construction at depths exceeding 3m. <i>Submit proof of 3 completed projects involving 315mm nominal diameter or larger HDPE pressure pipes of a minimum of 2000m long.</i> or <i>Submit proof of 2 completed projects involving 450mm nominal diameter or larger HDPE pressure pipes of a minimum of 3000m long.</i>	
	2. Construction in Restricted Environments: Proven experience in constructing trenches within restricted environments exceeding 2m in depth, requiring a shoring system for the full depth of the trench on both sides for a portion of the pipeline. <i>Submit proof of 3 completed projects.</i>	
Resources and Capacity (CVs and proof of qualifications for individuals must be attached to the tender to ensure a responsive submission.)		
Resources and Capacity	3. Construction Manager: Minimum of 1 Construction Manager with NQF Level 7 and at least 10 years of construction management experience for grade 6CE (or higher) in similar projects. Submit CV	
	4. Full-Time Site Agents – NQF level 5, with min 10 years Construction experience for similar type of projects;	
	5. Skills Management Proof: Evidence of skills to manage and perform the contract (submit detail Project Organogram).	
Methodology		


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Methodology	8. Minimum requirements: The methodology is comprehensive (includes sufficiently detailed coverage of scope of work; - Proposes a step by step process; - Includes a costed project plan with clear milestones.	
-------------	--	--

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
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Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)		
CRS Number:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

24. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



STELLENBOSCH MUNICIPALITY
CONTRACT NO. B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

Part C1: Agreements and Contract Data

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C1.4 Occupational Health and Safety Agreement.....	Error! Bookmark not defined.



STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.1 Form of Offer and Acceptance

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

Offer

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

CONTRACT NO. B/SM 43/25: FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

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

By the representative of the Tenderer, deemed to be duly authorised, 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 VAT IS:	
In figures:	R
In words:	



--	--

- 1.1. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



Schedule of Deviations

Notes:

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

1	Subject
...	
	Details
	
	
	
	
	
	
	
2	Subject
...	
	Details
	
	
	
	
	
	
3	Subject
...	



	Details
	
	
	
	
	
	
4	Subject
...	
	Details
	
	
	
	
	
	
	

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

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



For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
STELLENBOSCH MUNICIPALITY
Plein Street
Stellenbosch

Name and
signature
of witness Date



Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name



STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.2 Contract Data

Part 1: Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 113 shall not apply to this Contract and shall be replaced with the documents bound into this Contract Document.

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

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

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules



If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The time for achieving Practical Completion, inclusive of the 14 day period referred to in Clause 5.3.2 below, inclusive of non-working days referred to in Clause 5.8.1 below and inclusive of the construction permit application period referred to in Clause 5.3.4, but exclusive of special non-working days (Clause 5.8.1) are as follows:

The time for achieving Practical Completion is 36 weeks from the Commencement Date, exclusive of special non-working days referred to in Clause 5.8.1

Clause 1.1.1.15:

The **Employer** is the **Stellenbosch Municipality**, represented by the Director: **Technical Services** and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: **STELLENBOSCH MUNICIPALITY**

and is referred to in this Contract Document by the terms "Employer", "Municipality" or "Council" as the context provides.

The **Employer's Agent**, referred to in the Contract documents:

Name	:	JG AFRIKA (Pty) Ltd
Represented By:	:	Mr Charl du Preez or any director or shareholder of the company
Address	:	14 Central Square Pinelands, 7405
Telephone	:	(021) 530 1800
Fax	:	(021) 532 0950
E-mail	:	duPreezC@jgafrika.com

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.



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

Clause 1.2.1.2:

The address of the Employer is:

Physical address: Directorate: Technical Services
Stellenbosch Municipality
Plein Street
Stellenbosch
7599

Clause 1.1.1.16:

The **Employer’s Agent**, referred to in the documents, is the firm of JG AFRIKA (Pty) Ltd acting through a director, executive associate, associate or an official authorised thereto in writing.

Clause 1.2.1.2:

The address of the Employer’s Agent is:

Physical address: 14 Central Square
Pinelands
Cape Town

Postal address: P O Box 38561
Pinelands
7430

Clause 3.2.3:

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

1. Clause 3.3.1 Nomination of Employer’s Agent’s Representative;
2. Clause 3.3.4 Employer’s Agent’s authority to delegate;
3. Clause 4.7 The issuing of instructions for dealing with fossils and the like;
4. Clause 5.11.2 Suspension of the Works;
5. Clause 5.12.4 Acceleration instead of extension of time;
6. Clause 6.3.1 Ordering of any variation that causes the contract price to exceed the contract sum;
7. Clause 6.10.10 Advance payment, for items not listed I the Advance Payment Schedule;
8. Clause 8.2.2.2 Authorizing the Contractor to repair and make good excepted risks.

Clause 4.1:

Add the following Clause after Clause 4.1.2:



- 4.1.3 Where the Contract is based on an alternative tender offer submitted by the Tenderer/Contractor, he shall, notwithstanding acceptance of the offer by the Employer, be liable for any deficiency in the alternatives proposed, for any costs in ensuring that the alternatives meet the Employer's standards and requirements, and for any loss or damage arising out of such error or deficiency.

Clause 4.3:

Add the following clause after Clause 4.3.2.:

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

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

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Approved Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.5 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
- (8) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)
- (9) Insurance Broker's Warranty (C1.7 of the Contract Document)
- (10) Contract of Temporary Employment as Community Liaison Officer (C1.8 of the Contract Document)

Add the following to Clause 5.3.1:

Such instruction shall, where the Contract Sum exceeds one hundred and thirty million Rand (R130 000 000), also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below. The application can only be completed once the Contractor is appointed and the approval process is estimated to take 4 weeks. The Contractor is to allow for this time in his programme.

Clause 5.3.2:

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

Clause 5.3.3:



Add the following to Clause 5.3.3:

Notwithstanding the above, where the Contract Sum exceeds one hundred and thirty million Rand (R130 000 000), and a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

Add the following Clause after Clause 5.3.3:

5.3.4 Application for Construction Work Permit

Where the Contract Sum exceeds one hundred and thirty million Rand (R130 000 000), the Employer shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 26 July 2018, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of an unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor, but as set out in the Scope of Work and Site Information.

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.6.2.3:

Insert the following after "...approvals,":

... permits,

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.



(2) The year end break commencing on 16 December 2024 and ending on 6 January 2025, inclusive.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.13.1:

The penalty for failing to complete the Works is **R5 000** per calendar day.

Clause 5.16.3:

The latent defects period is **10** years

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee. The Guaranteed Sum shall be calculated as follows:

CONTRACT SUM	PERCENTAGE OF CONTRACT SUM
Up to R300 000	Nil
R300 001-R1 000 000	2.5%
R1 000 001-R3 000 000	5%
R3 000 001-R5 000 000	7.5%
R5 000 001- and above	10%



The performance guarantee shall contain the wording of the document included in C1.3.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

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

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

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall be subject to Contract Price Adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The base month is one month prior to the month in which the tender closed.
Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

“L” is the “Labour Index” and shall be the Consumer Price Index (CPI) for “All items (CPI Headline)”, as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

“P” is the “Plant Index” and shall be the Construction Materials Price Index for “Plant and Equipment” as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa.

“M” is the “Materials Index” and shall be the Construction Materials Price Index for selected materials, Materials for “Civil Engineering material – structures (**excluding bitumen**)”, as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

“F” is the “Fuel Index” and shall be the Producer Price Index (PPI) for “Coal and Petroleum Products - Diesel”, as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for “Water and Sewer Reticulation”:

The value of “x” is 0,10.



The values of the coefficients for “Water and Sewer Reticulation” are:

a = 0,15

b = 0,20

c = 0,55

d = 0,10

Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 4.2 of the Contract Price Adjustment Schedule

Delete the words “by the Contractor” that appear after “.... entered in the Contract Data”

Clause 6.8.4:

Add the following to Clause 6.8.4:

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

Add the following after Clause 6.8.4:

6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled “**Price Basis for Imported Resources**” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer’s** main banker, ABSA, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer’s** main banker, ABSA, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the ABSA rate referred to above, then the ABSA rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier



or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled **"Price Basis for Imported Resources"**.
- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

6.8.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer's Agent of any changes which occur.

6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 6.10.1.5:

Delete Clause 6.10.1.5 in its entirety and replace with the following:



6.10.1.5 The value of Plant and materials:

6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials;

6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

Add the following after the words "Clause 5.13":

or any other fines or penalties that become due under the Contract.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, up to a limit of 5% of the Contract Sum. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

Add the following to Clause 6.10.4:

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



The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 6.10.10:

Add the following Clause after Clause 6.10.9:

6.10.10 Advance payment

Subject to Clauses 6.10.1.5.2 and 6.10.1.5.3, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and materials stored at places other than the Site, or in respect of which a deposit with order is required, only once the Contractor has submitted an advance payment guarantee in accordance with this Clause.

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Employer's Agent shall issue an Interim Payment Certificate for, or including, advance payment after receiving a statement under Clause 6.10.1 and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof.

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Clause and elsewhere by reference to this Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or material, required at the time of placing an order, the balance of the value of the item being payable later.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R10 000 000.00** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:



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

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

Clause 8.6.5:

Delete the following from Clause 8.6.5:

"and the terms thereof shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld."

Clause 8.6.6:

Replace clause 8.6.6 with the following:

The Contractor shall provide evidence in the form stated in the contract data to the Employer's Agent that the required insurances are affected and that all premiums thereunder have been paid.

Clause 9.1:

In Clause 9.1.6 replace "and 9.1.3" with:

, 9.1.3 and 9.1.7

Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.8:



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

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

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

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



Part 2: Data Provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical:		Postal:	
Address		Address	
			
			
			
Telephone:		Fax:	
E-mail:			

SIGNED ON BEHALF OF TENDERER:



STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Stellenbosch Municipality

"Contractor" means:

" Employer's Agent " means: JG AFRIKA (Pty) Ltd

"Works" means: **B/SM 43/25: FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.



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



and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.



14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

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

Witness

for and on behalf of
Overberg Water

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: B/SM-NN/YY

CONTRACT TITLE: FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

I/ we,.....{Contractor} record as follows:

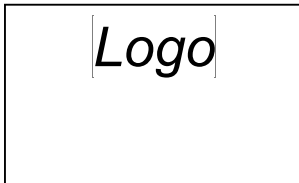
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR

STELLENBOSCH MUNICIPALITY
CONTRACT NO. B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

STELLENBOSCH MUNICIPALITY
Municipal Manager
Plein Street
Stellenbosch
7600

Dear Sir

CONTRACT NO.: **B/SM 43/25**

CONTRACT TITLE: FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: ..B/SM 43/25

PROJECT: FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

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

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

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

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

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R365.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

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

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

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

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

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

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

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

5. THE CONDITIONS OF THIS AGREEMENT

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

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:
.....

Part C2: Pricing Data

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STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C2.1 Pricing Assumptions

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

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	tonne (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre

m ³ .km	=	cubic metre-kilometre
l	=	litre
kl	=	kilolitre
MPa	=	megapascal
Day	=	calendar day

P C su	=	Prime Cost sum
Prov sum	=	Provisional sum
%	=	percent
kW	=	kilowatt

STELLENBOSCH MUNICIPALITY
CONTRACT NO. B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C2.2 Bills of Quantities

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SCHEDULE 3: SUNDRY ITEMS

SUMMARY OF SCHEDULES

Schedule1: GENERAL				SECTION A: GENERAL		
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	SANS 1200 A	SECTION A: GENERAL				
1.1		FIXED CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	PSA 8.3.2	Contractor's fixed establishment cost	Sum	1		
1.1.3	PSA 8.3.5	Contractor's obligation with respect to health and safety	Sum	1		
	PSA 8.3.6	Environmental Management				
1.1.4		a) Compliance with Environmental Management Plan	Sum	1		
1.1.5		b) Environmental Awareness training	Sum	1		
		Items requiring special attention (fixed charge):				
1.1.6	PSA 8.3.7	a) Wayleaves	Sum	1		
1.1.7	PSA 8.3.7	b) Survey	Sum	1		
1.2		TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
1.2.2	PSA 8.4.2.	Contractor's time related establishment	Sum	1		
	PSA 8.4.5	Items requiring special attention (time related):				
1.2.3	PSA 8.4.5	a) Dealing with Water	Sum	1		
1.2.4	PSA 8.4.5	b) Search for, record and protect survey bench marks	Sum	1		
1.2.5	PSA 8.4.5	c) Night watch and security facilities	Sum	1		
1.2.6	PSA 8.4.5	d) Maintenance of access roads	Sum	1		
1.2.7	PSA 8.4.5	e) Dust control	Sum	1		
1.2.8	PSA 8.4.6	Time Related costs with respect to health and safety	Sum	1		
1.2.9	PSA 8.4.7	Time Related costs with respect to environmental management	Sum	1		
1.3	PSA 8.5	PROVISIONAL SUMS				
	PSA 8.5.1	Testing of Materials and Quality Assurance				
1.3.1	PSA 8.5.1	a) Quality Control testing ordered by the Engineer during installation	PC Sum	1	10 000.00	10 000.00
1.3.2	PSA 8.5.1	b) Contractor's overheads, charges and profit on (a) above	%	10 000		
	PSA 8.5.2	Survey				
Total Carried Forward						10 000.00

SECTION A: GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						10 000.00
1.3.3	PSA 8.5.2	a) Survey work ordered by Engineer	PC Sum	1	10 000.00	10 000.00
1.3.4	PSA 8.5.2	b) Contractor's overheads, charges and profit on (a) above	%	10 000		
	PSA 8.5.3	Relocation of Services				
1.3.5	PSA 8.5.3	a) Relocation of services by local authority	PC Sum	1	90 000.00	90 000.00
1.3.6	PSA 8.5.3	b) Contractor's overheads, charges and profit on (a) above	%	90 000		
	PSA 8.5.4	Community Liaison Officer (CLO)				
1.3.7	PSA 8.5.4	a) Employment of CLO	PC Sum	1	70 000.00	70 000.00
1.3.8	PSA 8.5.4	b) Contractor's overheads, charges and profit on (a) above	%	70 000		
1.4	PSA 8.7	DAYWORKS				
		Materials (Provisional):				
1.4.1		(a) Actual cost of material (excl. VAT)	Prov Sum	1	80 000.00	80 000.00
1.4.2		(b) Handling costs in respect of item	%			
		Labour (Provisional)				
1.4.7		a) Qualified Artisan	hr	40		
1.4.8		b) Skilled Labourer	hr	100		
1.4.9		c) Semi-skilled Labourer	hr	300		
1.4.10		d) Unskilled Labourer	hr	300		
1.4.11		e) Foreman	hr	40		
Total Carried Forward						260 000.00

SECTION A: GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						260 000.00
1.4.12		f) plant operator	hr	40		
		g) security guard				
		Plant (Provisional)				
		a) Bulldozer				
1.4.13		(i)kW (small)	hr	5		
1.4.14		(ii)kW (large)	hr	5		
1.4.15		b) GraderkW	hr	40		
1.4.16		c) Wheel Loader.....m ³ bucket	hr	40		
1.4.17		d) Crawler ExcavatorkW	hr	5		
1.4.18		e) Tractor - loader - backhoe.....m ³ bucket	hr	40		
		f) Rollers and Compactors				
1.4.19		(i) Pneumatic self propelled ton	hr	5		
1.4.20		(ii) Smooth self propelled vibrating rollerton	hr	5		
1.4.21		(iii) Plate compactor	hr	40		
		g) Trucks				
1.4.22		(i) Tipper truck (10 m ³ min)	hr	5		
1.4.23		(ii) Tipper truck (5 m ³ min)	hr	40		
1.4.24		(iii) Water truck (10kl min)	hr	40		
1.4.25		(iv) Dumptruckm ³	hr	5		
1.4.26		h) Compressor (min 10m ³ /minute), incl hammer and hose	hr	40		
		i) Water Pumps				
1.4.27		(i) 75mm diameter	hr	40		
1.4.28		(ii) 150mm diameter	hr	40		
		j) Submersible Pumps				
1.4.29		(i) 75mm diameter	hr	40		
1.4.30		(ii) 150mm diameter	hr	40		
1.5	8.8	TEMPORARY WORKS				
1.5.1	PSA 8.8.1	Site Demarcation	Sum	1		
	PSA 8.8.3	Accommodating traffic and maintaining temporary deviations one and two-way traffic in : (incl. traffic safety officer, flagmen, delineators and all signage)				
1.5.2		a) Boonzaaijer Road	Sum	1		
Total Carried Forward						260 000.00

SECTION A: GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						260 000.00
	8.8.4	Services Detection				
1.5.5		a) Supply or hire specialist equipment for the detection of electrical cables	Sum	1	50 000.00	50 000.00
1.5.6		b) Use of equipment referred to in (a) above	day	1		
Total Carried Forward To Summary						310 000.00
SECTION AB: ENGINEER'S OFFICE						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2	SANS 1200AB	SECTION AB: ENGINEER'S OFFICE				
2.1	PSAB 8.3	ENGINEER'S FACILITIES ON SITE				
	PSAB 8.3.1	Fixed charge items				
2.1.1		a) Engineer's Office	Sum	1		
2.1.2		b) Cellular Phone	Sum	1		
2.1.3		c) Survey Equipment	Sum	1		
2.1.4		d) Vehicle	Sum	1		
2.1.5		e) Contract name boards (2 No.)	Sum	1		
	PSAB 8.3.2	Time related items				
2.1.6		a) Engineer's office	Sum	1		
2.1.7		b) Cellular Phone	Sum	1		
2.1.8		c) Computer	Sum	1		
2.1.9		d) Survey Equipment	Sum	1		
2.1.10		e) Vehicle	Sum	1		
2.1.11		f) Contract name boards (2 No.)	Sum	1		
	PSAB 8.4	Survey and materials assistants				
2.1.12		a) Survey assistants	man.hr	20		
2.1.13		b) Materials assistants	man.hr	20		
2.2		PROVISIONAL SUMS				
	PSAB 8.5	Cellular Phone Calls				
2.2.1		a) Monthly Cellular phone charges	PC Sum	1	8 000.00	8 000.00
2.2.2		b) Overheads charges and profit on (a) above	%			
	PSAB 8.6	Fuel				
2.2.3		a) Fuel for Engineer's vehicle	PC Sum	1	10 000.00	10 000.00
2.2.4		b) Overheads, charges and profit on (a) above	%			
2.3		Geotechnical Services				
2.3.1	PSA 8.5.5	Geotechnical services	PC Sum			80 000.00
2.3.2	PSA 8.5.5	Overheads and charges (%)	%		80 000.00	
Total Carried Forward To Summary						98 000.00

Schedule2: RISING MAIN						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	SANS 1200 C	SECTION C: SITE CLEARANCE				
	PSC 8.2.1	Clear and grub:				
		a) Route for new water pipeline	m	2 900		
	8.2.2	Remove and grub large trees and tree stumps of girth				
3.14		a) over 1m and up to and including 2m	No	20		
3.15		b) over 2m and up to and including 3m	No	10		
	PSC 8.2.5	Protect/Reinstate fences:				
		a) that intersect the pipe routes	m	200		
	PSC 8.2.12	Saw cutting of existing surfaces				
		a) Asphalt	m	700		
Total Carried Forward To Summary						0.00
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	SANS 1200 D	SECTION C: EARTHWORKS				
	8.3.3	Restricted Excavation				
		Over 300 up to 630 mm diam. for total trench depth:				
		a) over 1m and up to and including 2m	m	2 160		
		b) over 2m and up to and including 3m	m	540		
		Extra over for				
3.14		a) intermediate excavation	m ³	850		
3.15		b) hard rock excavation	m ³	850		
	PSC 8.2.5	Protect/Reinstate fences:				
		a) that intersect the pipe routes	m	200		
Total Carried Forward To Summary						0.00

SECTION DB: EARTHWORKS (PIPE TRENCHES)						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	SANS 1200 DB	SECTION DB: EARTHWORKS (PIPE TRENCHES)				
4.1		SITE PREPARATION				
4.1.1	PSDB 8.3.1	Remove topsoil along pipe route to a nominal depth of 150mm, stockpile within freehaul distance and maintain	m ²	3 000		
4.1.2	PSDB 8.3.1	Strip and conserve gravel in roadways to a nominal depth of 150 mm	m ²	200		
4.2.6	8.3.2(c)	Excavate and dispose of unsuitable material from the trench bottom (provisional)	m ³	300		
4.2.7	8.3.3.3	Compaction in Road Reserve	m ³	4 860		
	8.3.3.4	Overhaul				
4.2.8		a) Limited overhaul (provisional)	m ³	10 000		
4.2.9		b) Long overhaul (provisional)	m ³ .km	1 500		
	PSDB 8.3.4 (a)	Shoring				
4.2.10		a) over 1m and up to and including 2m	m	2 160		
		b) over 2m and up to and including 3m	m	540		
4.2.11	PSDB 8.3.4 (b)	Excavate by hand in all materials to verify existing service and backfill (provisional) 600mm x 600mm x 1.8m hole	m ³	40		
4.3		PROTECTION OF UNDERGROUND SERVICES				
	8.3.5	Existing services that adjoin or intersect a trench				
	8.3.5 (a)	a) Services that intersect a trench:				
Total Carried Forward						0.00

SECTION DB: EARTHWORKS (PIPE TRENCHES)						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
4.3.1		(i) Existing telecoms cables	No	6		
4.3.2		(ii) Electrical Cables	No	6		
4.3.3		(iii) Foul sewer pipes up to 300mm diameter	No	5		
4.3.4		(iv) Stormwater pipes up to 400mm diameter	No	5		
4.3.5		(v) Concrete lined stormwater drains	No	3		
		b) Services that adjoin a trench:				
4.3.8		(i) Existing telecoms cables	m	1 600		
4.3.9		(ii) Electrical cables	m	1 600		
4.3.10		(iii) Watermains up to 300mm diameter	m	3 000		
4.3.11		(iv) Stormwater pipes up to 700mm diameter	m	300		
4.3.11		(v) Foul sewer pipes up 300mm diameter	m	300		
4.4		FINISHING				
	8.3.6.1	reinstate road surface complete with all courses:				
4.4.1		a) Gravel	m ²	1 500		
4.4.2		b) Asphalt of thickness up to 30mm in roadway	m ²	5 500		
		c) 150mm BASE (G4 Material) compacted to 98% MAMDD	m ²	5420		
		d) 150mm SUBBASE (G5 Material) compacted to 95%	m ²	5510		
		e) 150mm SELECTED LAYER (G7 Material) compacted to	m ²	5510		
		f) 150mm SUBGRADE compacted to 90% MAMDD	m ²	5510		
4.4.3		c) brick paving	m ²	30		
4.4.4	8.3.6.1	Restore topsoil along pipe routes from stockpile	m ²	2 000		
4.4.6		Reinstate road signs	No	5		
4.4.7		Reinstate road markings	m ²	15		
Total Carried Forward To Summary						0.00

SECTION L: MEDIUM-PRESSURE PIPELINES						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5	SANS 1200 L	SECTION L: MEDIUM-PRESSURE PIPELINES				
5.1		PIPE LAYING				
	PSL 8.2.1	Supply, handle, lay, bed (in flexible pipe bedding) joint, test, disinfect and survey pipes complete with couplings:				
		a) HDPE PE 100 SDR 13.5 PN 12.5 pipeline with welded joints				
5.1.1		i) 355mm diam.	m	2 935		
		e) HDPE PE 100 SDR 26 PN 6 pipes with compression couplings (scour valve lead-off pipe)				
5.1.7		i) 100mm diam	m	50		
5.2		BENDS AND SPECIALS				
	PSL 8.2.2	Extra-over clause 8.2.1 for the Supply, Laying and Bedding of specials complete, including couplings, cutting of pipes and tape wrapping where specified:				
		HDPE 355mm diam. SDR 11 PN 16 Seamless long radius bends:				
5.2.1		a) up to 90 degree bend	No	12		
5.2.2		b) up to 45 degree bend	No	9		
5.2.2		c) up to 22.5 degree bend	No	4		
5.2.2		d) up to 11.25 degree bend	No	2		
Total Carried Forward						0.00

		SECTION L: MEDIUM-PRESSURE PIPELINES				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
		Airvalve specials				
		Pipes				
5.2.3		DN 350 MS Puddle pipes 1m F/F ,FBE	no	8		
		DN 350 MS PIPE FBE				
5.2.4		a) up to and including 1m F/F	no	4		
5.2.5		b) up to and including 2m F/F	no	2		
		Scour valve specials				
		Pipes				
5.2.6		DN 350 MS Puddle pipes 1m F/F ,FBE	no	6		
		DN 350 MS PIPE FBE				
5.2.7		a) up to and including 1m F/F	no	4		
5.2.8		b) up to and including 2m F/F	no	2		
Total Carried Forward						0.00

SECTION L: MEDIUM-PRESSURE PIPELINES						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
5.3		VALVES AND FITTINGS				
	8.2.3	Extra over clause PSL 8.2.1. for the supply, bedding and fixing of valves and fittings:				
		Air valve, Vent-O-Mat RBX or equal approved including isolating valve and riser and connection pipework:				
5.3.2		a) 50 mm, PN 16 Air Valve	No	4		
		Airvalve tee ,MS FBE				
5.3.4		a) 350 x 150	No	4		
		Scour valves: Resilient seal gate valves , AVK or equal approved, flanged, with spindle caps:				
5.3.10		b) 100mm diam., class 16	No	2		
		Scourvalve tee ,MS FBE				
5.3.12		b) 300 x 100 mm flanged scour tee	No	2		
		Resilient seal gate valves, AVK or equal approved, flanged, with spind caps:				
Total Carried Forward						0.00
SECTION L: MEDIUM-PRESSURE PIPELINES						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
5.3.15		a) 100mm diam., Class 16	No	2		
5.3.16		b) 50mm diam., Class 16	No	4		
		c) 350mm diam Class 16	No	4		
		VJ-type mechanical pipe coupling:				
5.3.19		c) 100 mm diam. class 16 for Scour valve to HDPe conection	No	2		
		VJ-type dismantling joint, class 16:				
5.3.25		c) 350 mm diam for connection to steel pipe	No	4		
		Flanged end to HDPe pipe, including grade 316 stainless steel backing ring, HDPE stub and electrofusion socket and cutting of pipe as required.				
5.3.27		b) 350 mm diam. class 12	No	10		
Total Carried Forward						0.00

SECTION L: MEDIUM-PRESSURE PIPELINES						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
5.4		STRUCTURES				
5.4.1	PSL 8.2.11	Thrust Blocks and anchor blocks	m³	100		
5.4.2	PSL 8.2.16	Marker Posts	No	25		
	8.2.13	Valve Chambers				
		Valve Chamber complete as shown on drawings, including manhole cover and frame as specified:				
5.4.3		a) Air valve Chamber (Dwg. 2730-2-C-601)	No	4		
5.4.4		b) Scour valve Chamber (Dwg 2730-C-601)	No	2		
5.4.5		c) Typical valve Chamber, In-Line (Dwg 2730-C-602, detail 3)	No	2		
	SANS 1200G	Extra over typical valve chambers for reinforcement				
	8.1.2	High tensile steel reinforcement in:				
5.4.10		a) Base slabs for brick chambers	t	1.5		
5.4.11		b) Concrete chambers, floor slabs	t	1.5		
5.4.12		c) Concrete chambers, walls	t	2.0		
5.4.13		d) Roof slabs	t	2.0		
	SANS 1200 DK	Erosion Protection for scours, installed around pipe, as directed				
5.4.14	8.2.2	300mm Gabion mattress with PVC coated mesh	m³	5		
5.4.15	8.2.5	300mm Stone pitching	m³	5		
5.4.16		Precast concrete grass blocks	m²	5		
5.4.17	8.2.4	Supply and lay Bidim A4 or equal approved geotextile underlay	m²	15		
5.5	SANS 1200 L	SUNDRIES				
	PSL 8.2.17	Connections to existing mains:				
Total Carried Forward						0.00

				SECTION L: MEDIUM-PRESSURE PIPELINES		
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						0.00
5.5.1		a) Tie into existing booster pumpstation outlet chamber	Sum	1	70 000.00	
		b) Tie into existing Wemmershoek inlet	Sum	1	70 000.00	
5.6		Booster pumpstation tie-in	Sum	1	65 000.00	
		Construction of booster pump station tie-in as per dwg xxx	Sum	1	95 000.00	
	PSL 8.2.2	Steel Specials as detailed on drawings:	Sum	1	55 000.00	
Total Carried Forward						0.00
				SECTION L: MEDIUM-PRESSURE PIPELINES		
				SECTION LB: BEDDING		
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6	SANS 1200 LB	SECTION LB: BEDDING				
6.1		PROVISION OF BEDDING				
	8.2.1	Provision of bedding from trench excavation:				
6.1.1		a) Selected granular material	m³	1 867		
6.1.2		b) Selected fill material	m³	3 750		
	8.2.2.3	Provision of bedding by importation from commercial sources:				
6.1.3		a) Selected granular material	m³	1 700		
6.1.4		b) Selected fill material	m³	700		
	PSLB 8.2.6	Stone bedding for waterlogged conditions				
6.1.5		Supply and lay 19 mm stone layer in trench bottom	m³	120		
6.1.6		Supply and lay Bidim A4 geotextile surround to stone layer	m²	650		
Total Carried Forward To Summary						0.00

SECTION LG: PIPE JACKING						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6.2	PLG	SECTION LG: PIPE JACKING				
	8.2.1	Jacking Establishment				
6.2.1	a)	fixed charge	sum	1		
6.2.2	b)	b) time related charges	sum	1		
	8.2.2	supply of pipes to be jacked				
6.2.3		900mm CONCRETE PIPE CLASS 100D	m	20		
	8.2.3	Jacking of pipes				
6.2.4		900mm CONCRETE PIPE CLASS 100D	m	20		
6.2.5	8.2.4	Excavation for jacking	m3	20		
6.2.6	8.2.5	Extra over 8.2.1 & 8.2.4 for hard rock (provisional)	m3	4		
6.2.7	8.2.9	Filling of voids	m3	20		
Total Carried Forward						0.00
SECTION LX: PIPELINES (TRENCHLESS)						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7	PLX	SECTION LX: PIPELINES (TRENCHLESS)				
7.1	PLX 8.1	Site Establishment and Disestablishment and other fixed costs for directional drilling subcontractor	Sum	1		
		Set up at each drilling location:				
7.1.1	PLX 8.2.1	Allow for moving plant, drilling fluid tanks etc to each drilling location and setting up	Sum	1		
7.1.2	PLX 8.2.2	Prepare and level drill rig platform and extra over normal trench excavation for launch pit, including shoring and dewatering	Sum	1		
7.1.3	PLX 8.2.2	Excavate reception pit, extra over normal trench excavation	Sum	1		
		Drilling and Pulling Through				
		Horizontal Directional drilling for:				
7.1.4	PLX 8.3	355 mm diameter pipe	m	40		
		Supply, Jointing and pulling through of :				
7.1.5	PLX 8.4	355 mm dia. HDPE, PN 20, PE 100	m	40		
Total Carried Forward						0.00

Schedule3: SUNDRY ITEMS

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
		SUNDRY ITEMS WITH PROVISIONAL SUMS				
8.1		REPAIRS TO PIPEWORK AND FENCING GROENDAL RESERVOIR Details to be confirmed	Sum	1	200 000	200 000
8.2		WORK AROUND INFORMAL HOUSING AT GROENDAL RESERVOIR Details to be confirmed	Sum	1	150 000	150 000
8.3		PIPEWORK MODIFICATIONS AT THE BOOSTER PUMP STATION	Sum	1	180 000	180 000
Total Carried Forward To Summary						530 000.00

BSM 43/25 FRANSCHHOEK BULK WATER RISING MAIN**Summary**

SCHED	DESCRIPTION	AMOUNT
1	SCHEDULE 1 : GENERAL	
2	SCHEDULE 2 : WATER RISING MAIN	
3	SCHEDULE 3: SUNDRY	530 000.00
	Sub Total (Excluding Contingencies, CPA and VAT) Contract Price Adjustment (10%)	
	Sub Total (Excluding Contingencies and VAT) Contingency (10%)	
	Total contract value (Excluding VAT)	
	Plus: 15% VAT	
	AMOUNT incl VAT	
	Carried to part C1.1 Form of Offer and Acceptance	

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	128
C3.2 Engineering.....	130
C3.3 Procurement	132
C3.4 Construction	133
C3.5 Management	139
C3.6 Works Specifications	144
C3.7 Health and Safety Specifications	179
C3.8 Environmental Management Plan	189
C3.9 Annexes	Error! Bookmark not defined.

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

- Drawings
- Scope of Work
- SANS Standardised Specifications

STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.1 Description of the Works

1. EMPLOYER'S OBJECTIVES

The Employer's objective is to upgrade the existing rising main from the Wemmershoek booster station to the Groendal reservoir to augment the capacity of the existing municipal infrastructure and meet the needs of current and future development in the area.

2. OVERVIEW OF THE WORKS

The Stellenbosch Municipality Water Masterplan has identified the need to upgrade the portion of rising main.

This Contract consists of:

The construction of a new rising main. The work includes, but is not necessarily limited to:

- Construction of a new 3 km x 355mm diameter HDPE rising main alongside an existing fibre cement pipeline which is to remain operational throughout the entire construction period. The fibre cement line is pressurized, and all necessary precautions are to be taken to ensure the pipeline is not damaged during the construction process.
- Construction of air valve and scour valve chambers.
- Construction of thrust blocks
- Pipe jack across rail infrastructure.
- Directional drill across services and access roads.

The above will entail:

Civil Works

- Clearance of the routes and sites and removal and preservation of topsoil and gravel in roadways;
- Excavation of restricted trenches, including support and protection of existing services;
- Laying, bedding, jointing, testing and disinfecting of new pipelines;
- Installation of pipes across rails/roads by pipe jacking ;
- Constructing valve chambers, manholes and thrust blocks;
- Connecting the new pipelines into the existing system with minimal disruption to service delivery;
- Backfilling, topsoiling and restoration of work areas;

All other work which, although not specifically mentioned, may be necessary for the proper performance of the work in this Contract.

3. CONSTRUCTION OF THE WORKS

Contractors are to note the following

- The new proposed pipeline is positioned 1-1.2m away from an existing fibre cement pressurized main. Restricted excavation as well as extensive pipe protection as well as health and safety measures will need to be taken

4. LOCATION OF THE WORKS

The pipeline is in the Franschhoek area a locality plan and site conditions are described in detail in Section C4: Site Information.

5. TEMPORARY WORKS

5.1. Access Roads

Existing gravel roads provide access to certain points along the pipe route, however, the Contractor will be required to adequately clear and level the length of the pipeline routes to allow access for pipe deliveries and construction vehicles to all points along the routes.

5.2. Shoring of Excavations

The Contractor will be required to construct a significant portion of the pipeline within a restricted trench environment and will have to ensure adequate shoring is in place.

5.3. Existing Services

The Contractor will be required to protect, and main existing services crossed, or where work takes place adjacent to existing services. Special precaution to be taken where existing services cross or are adjacent to deep trench conditions.

6. CONSTRUCTION PROGRAMME

As soon as practicable after the acceptance of the Contractors Tender, prior to commencement of construction work but in any event within a period of fourteen (14) days after the Contractor has received the Letter of Acceptance, the Contractor shall submit his programme, as required in terms of Clause 5.6 of the GCC 2015, to the Employer's Agent for approval.

The programme shall further be explained clearly and in detail by methods statements and any other necessary information.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the works or any part thereof within the time for completion as defined or any extended time granted.

Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant to site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer to take necessary steps as provided for in the Conditions of Contract.

The approval of any programme by the Employer's Agent shall have no contractual significance other than that the Employer's Agent would be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme should circumstances make this necessary.

7. METHOD STATEMENT

A method statement clearly stating how the work will be executed including the resource to be employed shall be submitted together with the programme of Works.

The construction methods to be followed shall be environmentally friendly as far as possible. No construction methods that will result in long term or permanent damage to the surrounding natural environment shall be allowed.

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CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.2 Engineering

1. DESIGN BY THE EMPLOYER'S AGENT

The Employer's Agent (on behalf of the Employer) has designed the permanent civil and structural works to be executed under this Contract.

The Employer's Agent's design is documented on the drawings and in the Works Specifications which form part of this Procurement Document.

2. DESIGN BY THE CONTRACTOR

2.1. Temporary Works

The Contractor shall be responsible for the design of all incidental temporary works such as shoring, scaffolding and formwork.

The Contractor shall be responsible for the design of all temporary works listed in Clause 5 of C3.1.

The Contractor shall also design all temporary arrangements for capping, and anchoring of unrestrained bends and temporary caps during the field pressure testing. The Employer's Agent will, on request, provide the magnitude of the forces to be resisted.

3. DRAWINGS PREPARED BY THE EMPLOYER'S AGENT

The Works shall be carried out in accordance with the following drawings, as well as any further drawings and instructions which may be issued by the Employer's Agent.

Drawing No.	Title
RISING MAIN DRAWINGS	
5337-C-C001	Rising main locality plan
5337-C-C002	Wemmershoek booster pump station connection details
5337-C-C003	Wemmershoek booster pump station connection details
5337-C-C004	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C005	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C006	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C007	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C008	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C009	Proposed 355 mm Ø Rising Main LS (Sheet 1 of 6)
5337-C-C010	Valve chamber details
5337-C-C011	Pipeline setting out co-ordinates
5337-C-C012	Thrust Blocks

Three full-sized paper prints of each drawing will be issued to the Contractor, free of charge. The Contractor shall make any additional copies he may require at his own cost.

4. DRAWINGS PREPARED BY THE CONTRACTOR

4.1. Temporary Works

On the Employer's Agent's request, the Contractor shall provide drawings and sketches showing the temporary works for approval.

4.2. 'As-Built' Drawings

The Contractor shall record all amendments and deviations from the drawings issued at the start of the Contract. This shall be done on a set of drawings specially issued for this purpose. These shall be handed to the Employer's Agent on completion of the Works. The Certificate of Completion will not be issued without this information having been submitted to the Employer's Agent.

4.3. Employer's Agent's Approval

All drawings, schedules and technical data sheets pertaining to plant and equipment forming part of the permanent works shall be submitted to the Employer's Agent for approval, prior to placing firm orders or commencing manufacture.

Drawings issued to the Employer's Agent for approval shall be full size paper copies.

The Contractor shall allow for a period of 14 days, in his programme, for review of each submission by the Employer's Agent. The Contractor shall supply the Employer's Agent with supporting calculations or data if so requested.

The Employer's Agent's approval or acceptance of any drawings, method statement, design or document will not relieve the Contractor of his responsibilities in terms of the Contract and the Specification, neither will it relieve the Contractor of any liability in terms of Health and Safety, Environmental or any other legislation.

STELLENBOSCH MUNICIPALITY

CONTRACT NO. B/SM 43/25

FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.3 Procurement

1. PREFERENTIAL PROCUREMENT PROCEDURES

The Contract will be awarded on the basis of price and preferences, preferences being awarded for the Contractors B-BBEE contributor level. The Contractor shall comply with the conditions associated with the granting of preferences given in the Preferencing Schedule.

2. SUBCONTRACTING

The selection of all subcontractors shall be subject to the approval of the Employer's Agent.

The Contractors attention is drawn to the diverse array of specialist work required under this contract. The Contractor shall form a Joint Venture with or engage suitably qualified and experienced sub-contractors to carry out all such specialist work.

Subcontractors shall have a CIDB grading appropriate to the class and value of the work to be undertaken by them.

The main Contractor or any subcontractor shall not undertake the mechanical work unless he has a CIDB contractor grading designation in the ME class of work appropriate to the value of the mechanical portion of the works.

Similarly, the main Contractor or any subcontractor shall not undertake the electrical work unless he has a CIDB contractor grading designation in the EE class of work appropriate to the value of the electrical portion of the works.

3. MANDATORY SUB-CONTRACTING

In terms of Regulation 9 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) (Act No 5 of 2000), At least **15%** of the value of the Works shall be subcontracted to Exempt Micro-Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) as defined in the PPPFA.

The Contractor shall identify suitable EMEs or QSEs from the National Treasury's Central supplier Database and/or the CIDB register of contractors.

A monthly report on payments made to designated sub-contractors shall be submitted to the Employer for monitoring compliance with this requirement.

4. EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists provided by the Employer of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

100% of all unskilled labour shall be sourced from the local community.

Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour list by the Employer.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for the information of the Employer.

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FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.4 Construction

1. WORKS SPECIFICATIONS

The applicable standardised specifications, variations and additions thereto and particular specifications are given in Section C3.6: Works Specifications.

2. SITE ESTABLISHMENT

2.1. Services and Facilities Provided by the Employer

2.1.1. Disclaimer

The Employer does not guarantee the adequacy or continuous availability of any service or facility. The Contractor is deemed to have assessed the availability, adequacy and risks associated with services and to have allowed for any additional services required to meet his contractual requirements.

2.1.2. Contractor's Camp

An agreed area will be made available within the Franschhoek area to accommodate a maximum of two 12 m containers for materials storage or office space.

Should the Contractor wish to establish facilities at any other locations, he shall make his own arrangements to lease the land from the registered owner at his/her own expense.

The Contractor shall make his own arrangements for the accommodation of all labour, the provision of toilet facilities for all his employees and for the supply of electrical power and lighting if required. In doing so, the Contractor shall comply with the requirements of the respective authorities. Housing may furthermore not be erected at any areas along the site (*except for an approved number of night watchmen, see Clause 2.2.6*). Temporary shelters or canopies may be erected where labourers may rest, eg during tea and lunch breaks. However, no open fires will be allowed on site to prepare food at the temporary site areas.

2.1.3. Source of Water

Existing water supply reticulation is available at the following locations:

- Franschhoek residential area

At this locations, water can be supplied for construction and drinking purposes from the existing watermains, via a metered connection. The contractor shall apply to the Municipality for a temporary water connection. At other locations the contractor shall make his own arrangements for the supply of water.

The provision of the metered connection and the supply of water used by the Contractor will be charged for and the costs thereof must be included in the tendered rates. Water will be charged for at the standard municipal rates.

Water for pressure testing of pipelines may be drawn off the existing reticulation by prior arrangement with the Municipality. The Contractor shall supply all necessary tee-pieces, valves and pipe work. An isolating valve shall be installed immediately downstream of the connection tee. All pipework connected to the rising main shall have a 12 bar rating.

The Contractor will be held responsible for any wastage of water due to his negligence.

2.1.4. Disposal Site

All material cleared on the site, rubble, spoil and refuse shall be disposed of at a designated area.

2.2. Facilities Provided by Contractor

2.2.1. Water

The Contractor shall make his own arrangements for the supply of water at locations where there is no existing potable water reticulation.

2.2.2. Electricity

There is no readily available source of electricity on site. The Contractor shall make his own arrangements for the provision of electricity and may make use of generators or apply to the relevant supply authority for an electrical connection.

2.2.3. Telephone

The Contractor shall make his own arrangements for the supply of telephone facilities for his own use.

2.2.4. Office and Storage Facilities

All offices, storerooms, etc. required by the Contractor are to be supplied by the Contractor. No storage facilities, shelters or eating facilities are available on Site and the Contractor shall make his own arrangements and pay all costs associated with such facilities if required.

2.2.5. Security

The security and safety of the Contractor's equipment, the storage, safekeeping and prevention of deterioration of all material, goods, plant and equipment delivered to Site shall be the responsibility of the Contractor until the Certificate of Completion has been issued, notwithstanding that the Employer may have previously paid for such items.

The Contractor shall make his own arrangements for a security fence enclosing the camp.

2.2.6. Housing and Transport

The Contractor's employees, except for an approved number of night watchmen, shall not be housed on Site and the Contractor shall make his own arrangements and pay all costs associated with housing his employees and/or transporting them to Site.

The Contractor will have to make his own arrangements for accommodating night watchmen.

2.2.7. Sanitary Facilities

The Contractor shall provide portable toilet facilities at his depot and within reasonable distances of work fronts along the pipeline routes. These shall be regularly serviced and maintained in a sanitary condition.

2.2.8. Laboratory Facilities

No on-site laboratory facilities will be required. The Contractor is to make his own arrangements for the testing of materials where specified. All specified tests shall be done at an approved laboratory.

The laboratory shall be SANAS approved for the testing being undertaken.

2.2.9. Medical Attendance

The Contractor shall at all times maintain adequate medical attendance on Site. A person holding a current first aid certificate shall be immediately available on Site at all times when work is in progress. Arrangements, with the nearest suitable hospital, shall also be made by the Contractor for the acceptance of urgent cases of injury.

2.2.10. Facilities Provided by the Contractor for the Employer's Agent

The Contractor shall provide facilities for the Employer's Agent as specified in standardised specification SANS 1200 AB and the Works Specifications. The Contractor shall provide a suitable venue for the purposes of monthly site meetings, with adequate space and seating for at least eight people.

2.2.11. Removal of Facilities on Completion

The Contractor shall remove all temporary offices and storage facilities, toilets, temporary water connections and the like on completion of the contract and leave the areas used in a neat and tidy condition free of any rubble, debris, oils spillage, concrete and the like.

3. SITE USAGE

The Contractor shall not use the site for any purposes other than the execution of the Works. The Contractor shall confine her/his activities to the site of the works and to the area allocated to her/him for her/his site offices and materials storage. The Contractor may not use or damage in any way any area that falls outside the boundaries of the site. Any area damaged by the Contractor outside the site boundaries shall be rehabilitated to the satisfaction of the Employer's Agent at the Contractor's expense.

4. ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATION TO EXISTING WORKS

The contractor shall satisfy himself within 14 days of moving onto site that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and procedures. Any discrepancies shall be brought to the attention of the Employer's Agent in writing where this is not the case.

Failure by the contractor to timeously give written notice to the Employer's Agent in this regard shall result in any claim for additional time and / or costs being rejected.

5. WAYLEAVES AND PERMITS

The Contractor will be required to apply for wayleaves and pay all sureties, bank guarantees or deposits required by the service authority issuing the wayleave, as detailed in the Scope of Work.

Known services are indicated on the drawings and include:

- Eskom overhead and underground power lines;
- Telkom overhead telephone lines
- Vodacom/MTN underground cables and optic fibres
- Private irrigation pipework
- Franschhoek Bulk Water 250 water pipeline.

6. TREATMENT OF EXISTING SERVICES

The positions of existing services, insofar as they are known, are shown on the Site Development Drawings. Items have been allowed in the Bill of Quantities for dealing with and protecting such services. Refer to Site Development Drawings for the positions of the existing services.

The exact location and depth of all existing services, such as sewers, stormwater pipes, culverts, water mains, manholes, valve boxes, conduits, cables for electricity and telephone lines, electricity, lightning and telephone poles and any other services or features on the ground which may infer the existence of services, must be verified prior to the commencement of any excavations – either for trench excavations or for the relocation or adjustment of existing services.

The Contractor shall take whatever precautions as deemed necessary to protect these services from damage during the period of the Contract.

7. DAMAGE TO SERVICES

Any known services damaged by the Contractor shall immediately be reported to the relevant service authority. The cost of repair of these services will be for the Contractor's account. Known services include those services shown on the drawings as well as services not shown on the drawings but the presence of which can be reasonably expected or determined on site.

Any unmarked or unknown services that may be damaged shall immediately be reported to the relevant service authority. The repair cost for such services will not be the Contractors' responsibility. In the event that the Contractor is requested to repair the damaged service, she/he shall submit the actual cost of repair with his next claim for payment and shall be paid the actual cost plus 10%.

8. REINSTATEMENT OF SERVICES AND STRUCTURE DAMAGED DURING CONSTRUCTION

The Contractor shall liaise directly with the responsible Municipal Services Silos, Telkom, etc with regards to the reinstatement of existing services. The Contractor shall take whatever actions are required to have damaged services repaired by Municipal Services Silos, Telkom or any other relevant service provider as soon as possible.

9. CERTIFICATION BY RECOGNISED BODIES

Where materials to be used in the works are required to comply with a SABS/SANS specification, they will be accepted as complying with the SABS/SANS specification if one of the following is satisfied:

- The display of a SABS/SANS mark on the product with a copy of the SABS/SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SABS/SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

Only SANAS accredited laboratories or other institutions may be used for certification purposes. For concrete durability testing, the laboratory shall be approved by the Employer's Agent.

10. AGREEMENT CERTIFICATES

The use of alternative materials, which may be fit for purpose and are subject to an agreement certificate, may be considered providing the following are adhered to:

- A full copy of the Agreement certificate must be provided,
- The certificate must be currently active,
- All work must be done in accordance with the terms of a specific certificate for the product,
- Details of any and all variations approved by agreement South Africa must be provided,
- Details of who will erect or install the product must be provided

11. PLANT AND MATERIALS SUPPLIED BY THE EMPLOYER

The employer will not supply any materials or plant to the Contractor. The Contractor shall be responsible for procuring all plant and materials required for construction of the works.

12. MATERIALS SAMPLES AND SHOP DRAWINGS

The Contractor shall timeously provide the Employer's Agent with samples and/or test results of all materials he intends to use in the works. All materials are to be approved by the Employer's Agent in writing before being used in the Works. Such approval shall not relieve the Contractor of his obligation to ensure that materials supplied comply with the Specifications.

The Contractor shall ensure that all materials are ordered timeously so as not to result in delays to the programme. Delays in delivery of materials necessary for completion of the works shall not be considered grounds for compensation. The Contractor shall make allowance in her/his programme for any anticipated lead times or delays in procuring specific materials.

Where material to be used in this contract is specified to comply with the requirements of a South African National Standard Specification and such material is available with the official SANS (SABS) mark, the material shall bear the official mark.

The Contractor shall supply samples of sufficient size of proposed bedding, imported material and concrete materials, as applicable, to a SANS accredited laboratory for testing prior to any such materials being used. Only materials that comply with the specifications may be used. No separate payment shall be made for the testing of materials, the cost of which shall be deemed to be covered by the rate for the relevant items.

Copies of all test results shall be given to the Employer's Agent for his approval.

13. CONSTRUCTION PLANT

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No machinery that leaks oil, fuel or hydraulic fluids may be used on site. Any plant or equipment that, in the opinion of the Employer's Agent, is not of adequate size or fit for use shall be removed from site and replaced with acceptable plant or equipment, all at the Contractor's cost.

14. CONNECTION TO EXISTING SERVICES

Seven (7) days written notice shall be given to the Employer's Agent and to the Employer of intention to connect to any existing service or structure. Such connection may only be undertaken once written approval is granted. The work to connect to existing services may have to be done outside of normal working hours to accommodate the requirements of the Employer. Allowance for this must be made in the tendered rates as no additional payments shall be made in this regard.

15. SURVEY CONTROL AND SETTING OUT OF THE WORKS

Survey pegs and reference marks shall be pointed out to the Contractor. The Contractor is solely responsible for the setting out of the works from the pegs and reference marks. The Contractor is also solely responsible for the protection of the pegs and reference marks. The Contractor's attention is specifically drawn to the requirements of SANS 1200 A: General, Clause 5.1 Survey, in this regard.

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Employer's Agent at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Employer's Agent on request.

The Contractor is to ensure that no spoil is placed over any erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employer's Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

16. PROTECTION OF EXISTING WORKS

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

17. TIDYING UP OF THE WORKS

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

18. RECORD DRAWINGS

As the work progresses, the Contractor shall keep full sets of records of all the true levels, sizes and positions of structures as well as all amendments to and deviations from the drawings issue by the Employer's Agent from time to time. This information must be submitted monthly at the Site Meetings. A separate set of drawings will be issued to the Contractor for this purpose.

The completion certificate shall only be issued after the Employer's Agent has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the rates for the relevant items.

19. CONSTRUCTION WORK IN THE VICINITY OF BULK WATER MAINS

The Contractor will be required to expose existing bulk water mains for the purposes of tying in or for crossings. The Contractor shall proceed in accordance with all conditions of the relevant wayleaves and the following specific requirements:

Excavation to locate water mains shall be carried out only with the permission and in accordance with the requirements of relevant authority and with their personnel in attendance.

Where at any stage during excavation or construction, cover over the water mains and services will be less than 0,6 m, or in special cases where the Employer's Agent deems it necessary, excavation shall be carried out by hand over a width extending to 1,0 m clear on each side of these services. No excavation shall be carried out behind any bend, cap, valve, or tee before the service authority has undertaken any necessary precautionary measures.

Only the service authority's staff shall operate valves on existing water mains.

Where alterations or connections to water mains are required, at least 72 hours' notice of the commencement of work is to be given to the service authority and at least 48 hours' notice to affected consumers.

The Contractor shall programme the activities required to connect into the supply lines to ensure that all work is complete within one day (per connection) with disruption to the supply being limited to 12 hours maximum. Should there be more than one connection on the same supply line, the time period between each successive supply interruption shall be subject to the approval of the Employer's Agent and the supply authority.

The cost of any damages and consequential losses incurred as a result of these operations shall be borne by the party causing the damage.

The Contractor must take the above into account when drawing up the works programme and calculating rates. Unless specifically itemised in the bills of quantities, no additional payment shall be made for any expense or delays incurred as a direct consequence of adhering to these procedures.

At the start of the Contract, The Contractor shall obtain from the relevant service authority, the contact details of the emergency control room or other personnel to be contacted in the event of burst mains or damaged services. These emergency numbers shall be kept readily available on site.

20. FEATURES REQUIRING SPECIAL ATTENTION

20.1. High Standard of Work Required

The Contractor's attention is drawn to the fact that a high standard of materials, testing and performance is applicable. Compliance to specifications and tolerances will be strictly enforced.

Throughout the duration of the Contract, the work shall be supervised by an approved representative of the Contractor with proven experience and competence in civil engineering projects of a similar size and nature.

All materials supplied by the Contractor shall be unused and of the highest quality.

20.2. Narrow working areas

The Contractor's attention is drawn to the fact that a large portion of the pipeline to be installed is within 1-1.2m from an existing pressurised water main. The main will be live for the entire duration of the construction and extra precautionary measures are to be taken.

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FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.5 Management

1. MANAGEMENT OF THE WORKS

1.1. Planning and Programming

1.1.1. Format of Programme

The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Employer's Agent, and shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as specified, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Employer's Agent to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- (ii) A Work breakdown structure that identifies all major work activities, including connections to existing infrastructure,
- (iii) Scheduled start and end dates for each activity,
- (iv) The linkage of activities and any dependencies (time or resource related) between them.
- (v) The sequence of activities clearly identifying floats and critical path activities.
- (vi) Key dates in respect of work to be carried out, information required or due delivery,
- (vii) The anticipated value of work to be done during each month.
- (viii) Other information specifically required by the Employer's Agent.

The Contractor shall base his initial programme of work on the scope of the work as described in the Scope of Work and the Bill of Quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and variations to the work ordered by the Employer's Agent.

The Contractor shall submit to the Employer's Agent, at least one working day before each monthly site meeting copies of the following:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date and a summary of progress on site over the month preceding the site meeting.
- (ii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iii) A report on all labour, plant and materials on site.

If any change to the critical path occurs, the Contractor shall as soon as is practicable notify the Employer's Agent in writing.

When drawing up the programme the Contractor shall, among other issues, take into consideration and make allowance for:

- (i) the sequencing of the Works (if applicable) as described in section C3: Scope of Work and taking all pertinent information contained in the documents into account;
- (ii) expected weather conditions and their effects;
- (iii) known physical conditions or artificial obstructions;
- (iv) searching for, dealing with and carrying out alterations to the existing services;
- (v) the provision and implementation of the Environmental Management Plan (EMP) in terms of the Environmental Management Specification and Environmental Impact Assessment (EIA) conditions;
- (vi) the restrictions on the length of trench open at any one time as specified;
- (vii) the requirements and effects of employing Labour intensive Construction (LIC) methods (if applicable);
- (viii) the accommodation and safeguarding of public access and traffic;
- (ix) the lead time required for compliance with the Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (Section C3.7);

- (x) provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- (xi) election day;
- (xii) official builders break;
- (xiii) special non-working days; and
- (xiv) non-working days.

It should be noted that it is in the Contractor's best interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extensions of time.

1.1.2. Employer's Agent Inspection and Approval of the Works

The Contractor shall allow reasonable time in his programme for the Employer's Agent to carry out examination of the work before covering up. Requests for inspections should be made in writing to the Employer's Agent or his representative at least 24 hours before such inspections are required. Requests for inspections should be planned in such a way to coincide with the Employer's Agent or his representative daily site visit.

If the Employer's Agent or his representative attends with the purpose of examining any part or materials of the works at the date and time agreed on with the Contractor and it is found that the works or materials are not ready for inspection, the Contractor shall be responsible for the cost of that visit by the Employer's Agent or his representative.

The Employer's Agent or his representative will visit the site approximately daily for the purpose of supervision of the Contract and inspection and approval of completed work. The Contractor shall therefore arrange his working programme in such a way that all work is inspected and approved at the required time. Under no circumstances shall he proceed with any activity that covers up previous work before the previous work has been approved in writing (e.g. no trench shall be backfilled until the laid pipes and bedding have been inspected and approved).

1.1.3. Review of Progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme by more than two (2) weeks, he shall submit a revised programme and method statement of how he proposes making up lost time. If, in the opinion of the Employer's Agent, such revised programme will not make up lost time, the Employer's Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payments to meet any cost incurred due to such reorganization will not be accepted.

The Contractor is required together with his monthly updated programme to submit a cash flow indicating the anticipated total and monthly expenditure value for the contract at the monthly site/progress meetings.

With reference to paragraph 56 of the Contract Data the programme and cash flow will be reviewed at the monthly site meetings at which time the contractor shall provide sufficient detail that will allow a comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Employer's Agent may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the demand.

1.1.4. Interim Asset Expenditure Reporting

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality shall be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

1.2. **Health and Safety**

The Contractor shall take particular note of the health and safety requirements contained Section C3.7 of the Scope of Work.

1.3. **Environmental Requirements**

The Contractor shall take particular note of the environmental requirements contained in Section C3.8 of the Scope or Work.

1.4. Recording of Weather

The Contractor shall supply and install a rain gauge on site and record weather conditions, on a daily basis in a book which will be available on site at all times.

Any weather conditions affecting the progress of the work shall be recorded.

1.5. Format of Communications

Throughout the construction period the Employer's Agent shall supply a carbon triplicate Site Request and Memorandum book. These books shall be kept on Site at all times.

The Site Request book shall be issued to and used by the Contractor for:

- (i) providing the Employer's Agent 's Representative with any information regarding the construction of the Works which may be requested,
- (ii) requesting information from the Employer's Agent's Representative regarding the works that is not obtainable by any other means, and
- (iii) giving notification in writing as required by any of the relevant clauses of the General Conditions of Contract.

The Site Memorandum book shall be used by the Employer's Agent 's Representative for the purpose of writing day to day instructions and confirming any verbal information or instructions given to the Contractor, as well as requesting variations to the works that may be required.

One copy of each site memorandum or request issued by either party shall remain in the book.

Further to the abovementioned Site Memorandum book, the Contractor shall, throughout the construction period, supply and maintain the following documentation that shall be kept on site, accessible to both the Contractor and the Employer's Agent or representative at all times:

- a) Health and Safety File
Containing the site and safety hierarchy, contact details, safety plan, audits, safety equipment, safety training, injuries log, inspections and all other relevant safety data.
- b) Quality Control File
Containing Quality Assurance and Quality Control Forms to be operated and maintained by the Contractor.
- c) Measurement File
Containing records of work measurement and calculations
- d) Daily Register
Listing labour and plant status. A complete record of staff employed on the Contract is to be kept on site for use by the Employer's Agent.
- e) Daily Contract Diary
For recording the work carried out on site each day – shall reference the specific area of work and shall be signed by the Construction Manager and the Employers Agents Representative.
- f) Monthly Labour Return Schedule
- g) One full set of contract drawings and contract documents
- h) Approved Construction Programme

1.6. Site Meetings

Site meetings will be held at regular intervals (at least monthly), with representatives of the Contractor, the Employer and the Employer's Agent.

1.7. Methods and Procedures

1.7.1. Safeguarding & protection of excavations

Excavations will be barricaded off, at all times, with clearly visible protection measures. Where deep excavations exist, the barricading shall be adequate to prevent accidental entry.

1.7.2. Disposal of excess material

The Contractor will make his own arrangements for the disposal of excess materials.

1.7.3. Giving notice of work to be covered up

The Contractor shall give the Employer's Agent reasonable time to accommodate examinations in his programme, in which case times for inspection can be agreed on. Requests for examination of work shall be made in the site request book at least 24 hours before the examination is required.

1.7.4. Cost of test specimens and tests

The Contractor must make allowance in his Tender for all such services and tests required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Employers Agent or his representative that the works and compaction where prescribed, comply with the specification.

1.7.5. Progress Photographs

The Contractor shall set up a system of taking digital photographs on site on a weekly basis to monitor the progress of works. This digital photography shall be labelled with the date, location and description of the photograph and a copy handed to the Employer's Agent on a CD or other storage medium on a weekly basis for safe storage. The format shall be JPG, BMP or any other common format.

1.7.6. Materials handling, use and storage

All materials shall be stored in the designated Contractor's camp area or as indicated by the Employer's Agent. Any material to be stored and handled must be done in such a way as not to endanger any person on site or cause damage to the environment. The Contractor shall also ensure that all suppliers or delivery vehicles abide by all restrictions and procedures (speed limits, dust control, "no-go areas" etc.).

1.8. Quality Plans and Control

Quality Control Plans, methods and testing shall be as specified in the contract.

1.8.1. Control Testing of Earthworks, Road Layers and Bedding

The Contractor is required to carry out his own control testing.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Employer's Agent check test, he may dispense with his own tests. However, if the Contractor should wish to use the Employer's Agent testing facilities, he will be charged for the various tests at the rates ruling at the time.

The Contractor shall engage the services of an approved independent laboratory or other institution – as applicable for quality testing – to ensure that his work complies with the Specifications.

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractors rates tendered for the items of work that require testing in accordance with the Specifications.

The onus to produce work that confirms in quality and accuracy of details to the requirements of the Specifications and Drawings, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide experienced engineers, foreman, surveyors, material technicians, other technicians and technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related works items.

The Contractors attention is drawn to the provisions of the various specifications regarding the minimum frequency of testing required. The Contractor, shall, at his own discretion, increase this frequency, where necessary, to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with the results of the relevant tests to indicate compliance with the specifications.

1.8.2. Valves – Test Certificates

All valves supplied for installation under this contract shall be provided with test certificates. Batch test certificates are acceptable provided that the actual valves delivered to site are covered under these certificates.

1.9. Accommodation of Traffic on Public Roads Occupied by the Contractor

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work is to be executed close to existing residential properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

1.10. Testing, Completion, Commissioning, and Correction of Defects

Practical completion of the works will only be considered once the connections to the existing mains are completed, all pipelines and structures are completed, tested and approved.

1.11. Key Personnel and Supervision

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employer's Agent before commencement of works.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2.8 : Organogram and T2.2.9: Key Personnel as listed in paragraph 41s) of the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employer's Agent for approval.

1.12. Normal Working Hours

Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Roadmaking Industries as applicable to a 5 (five) day week, Monday's to Friday's.

STELLENBOSCH MUNICIPALITY
CONTRACT NO. B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.6 Works Specifications

CONTENTS

PORTION 1: STANDARDISED SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION WORK

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

PORTION 1: STANDARDISED SPECIFICATIONS

The following SANS 1200 Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards are applicable:

SANS 1200 A	General
SANS 1200 AB	Engineer's Office
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 DB	Earthworks (Pipe Trenches)
SANS 1200 DM	Earthworks (Roads, Subgrade)
SANS 1200 G	Concrete (Structural)
SANS 1200 GA	Concrete (Small Works)
SANS 1200 HA	Structural Steel (Sundry Items)
SANS 1200 L	Medium Pressure Pipelines
SANS 1200 LB	Bedding (Pipes)
SANS 1200 LG	Pipelines (Pipe jacking)
SANS 1200 M	Roads (General)
SANS 1200 ME	Subbase
SANS 1200 MF	Base
SANS 1200 MJ	Segmented Paving
SANS 1200 MK	Kerbing and Channeling

These standardised specifications are obtainable from the South African Bureau of Standards. The Contractor shall obtain copies of these documents at his own costs.

Interpretations of and variations to the Standardised Specifications are set out in Portion 2 of the Works Specifications.

The term "Engineer" appearing in any of the SANS 1200 Standardised Specifications must be replaced with the terms "Employer's Agent".

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

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PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

The variations and additions to the SANS 1200 specifications listed above are as follows:

The term "Project Specification" must be replaced by the term "Scope of Work" wherever it appears in the standardized specifications.

The term "Schedule of Quantities" must be replaced by the term "Bill of Quantities" wherever it appears in the standardized specifications.

The term "Engineer" appearing in any of the SANS 1200 Standardised Specifications must be replaced with the terms "Employer's Agent".

The prefix "PSA" denotes an amendment to SANS 1200A. "PSAB" denotes an amendment to SABS 1200AB and so forth. The number following these prefixes refers to the relevant clause numbers of SABS 1200. For example: "PSA 8.1" refers to Clause 8.1 of SANS 1200A.

Further to the above, it should be noted that, where in a specific Standardised Specification reference is made to a subclause in another Standardised Specification, any amendment or addition to the subclause referred to, as provided in the Works Specification, shall apply.

PSA SANS 1200 A: GENERAL

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

Add the following definitions:

Commercial source: A source for the supply of materials or services chosen by the Contractor and for which he assumes full responsibility for the quality and supply thereof.

Construction Width: The strip of land along a pipeline route in which all construction activities are to be contained, as defined in PSA 5.8.

Landowner: The term Landowner shall be read to include any lessee of the land concerned.

PSA 2.8 ITEMS IN SCHEDULE OF QUANTITIES

PSA 2.8.1 Principle

In the fourth line of Sub-Clause 2.8.1 after the word "specification", add "or in the measurement and payment clause of the standard or particular specification or section or project specification".

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where there is a standardisation mark programme for any material, all such material supplied shall bear the official standardisation mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works, and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

The Contractor's site establishment must be confirmed with the engineer prior to commencement.

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting Out of the Works

The Contractor shall engage an engineering surveyor to establish sufficient control points for the subsequent setting out and checking of the new pipeline alignments.

Any control point disturbed by the Contractor in the course of construction shall be reinstated at the Contractor's own expense.

The setting out of the Works shall be carried out by the Contractor, according to the setting out coordinates given on the drawings and the control points referred to above. All dimensions, levels and data necessary for the complete setting out of the Works will be provided on the Drawings. The Contractor shall not scale dimensions from the Drawings, but shall request from the Engineer any information which is not clearly stated on the Drawings.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to Sub-Clause 5.4:-

(i) Location and Protection

All available information relating to known existing services and structures has been included on the Drawings. Although this information is reflected as accurately as possible, all positions and levels must be taken as approximate only. At the commencement of the contract the Contractor shall verify the information on the plans.

The Contractor shall liaise with the landowners to determine the location of any privately owned services.

At locations where there is a reasonable possibility of unknown underground services being present, the Contractor shall open trenches across such locations before commencing with excavations and, if services are found, these shall be plotted and thereafter be considered as 'known services'. Such work is to be carried out only on the instruction of and under the direct control of the Engineer.

All known services shall be adequately protected from damage during construction operations. The requirements of the relevant service departments relating to limits of heavy plant usage, departmental supervision etc., shall be ascertained and adhered to.

Any damage to known services shall be made good at the Contractor's expense.

No pegs or stakes are to be driven into the ground in the vicinity of the underground services, particularly Electricity or telecommunication services.

Any services or structures damaged during construction shall immediately be reported to the Engineer, and as soon as possible after such damage a written report stating the exact circumstances of the occurrence shall be submitted to the Engineer.

All practical measures shall be taken to effect immediate repairs, either by contacting the relevant authority, or where instructed by the Engineer, the Contractor shall perform temporary repairs himself.

(ii) Wayleaves

As soon as the Contract has been awarded, the Contractor shall apply for the applicable wayleaves or permits from Eskom, and the Stellenbosch Municipality for working in the vicinity of electrical cables.

The Contractor shall also apply to the City of Cape Town, Bulk Water Department for a wayleave to work in the vicinity of the existing 250 mm diameter water pipeline, and to Telkom, Neotel and any other services authorities in respect of any other services which may be present on site.

Copies of these wayleaves or permits shall be submitted to the Engineer prior to any excavations being carried out.

The Contractor shall provide any sureties or bank guarantees (over and above any other contractual monies) required by Eskom, the Municipality or any other Service Authority, which will be fully refundable provided that the funds are not required to repair cables damaged by the Contractor. The

Contractor shall make provision for excavating by hand when working within 3 m of existing electrical cables (underground or overhead). The Contractor shall liaise closely with Eskom in this regard.

PSA 5.6 POLLUTION

Add the following to Sub-Clause 5.6:

The Contractor is required to take all necessary precautions, watering where appropriate, to prevent dust blowing from construction material and spoil heaps and/or ground stripped of vegetation cover. Unless a specific item is included in the Bill of Quantities, the costs shall be deemed to be included in the tendered rates.

This item shall receive special attention due to the presence of vineyards in the vicinity of the site.

PSA 5.7 SAFETY

The Contractor shall comply with all further provisions pertaining to safety, contained in the Section C3.7: Health and Safety Specifications.

PSA 5.8 GROUND AND ACCESS TO THE WORKS

PSA 5.8.1 Construction Width

The Works are to be executed within the road reserve. The full road reserve is available provided all stormwater mitigation measures are maintained.

The proposed pipeline is within 1-1.2m from the existing pressurised main and it is advised to avoid/reduce traffic loading over the existing pipework.

PSA 5.8.2 Site Demarcation

Prior to starting work on any section of the pipelines, the Contractor shall erect and maintain site demarcation along both edges of the Construction Width. The demarcation shall only be removed after completion of the backfill.

Site demarcation shall comprise orange, UV stabilised, HDPE construction safety netting, 1,2 m high, adequately supported on timber stakes.

The pump station sites shall be fenced for the duration of the construction work and no unauthorised persons shall be allowed onto the site.

PSA 5.8.5 Access Roads

Where there are no existing roads or tracks, the Contractor shall provide suitable access roads, for the purposes of construction and delivery of materials and for access by the Engineer to carry out inspections of the work

These shall be maintained in a satisfactory condition until they are no longer required, after which the areas affected shall be reinstated to their original condition.

Temporary gates shall be provided at points where access roads cross existing fences.

All existing access roads on the site, used by the Contractor for the works or affected by the works shall be maintained for the duration of the Contract and reinstated to their original condition after completion of the works.

The Contractor shall ensure that all existing access roads required by the general public, the Employer or the Landowners are kept open or that acceptable alternative routes are provided.

PSA 5.8.6 Fences

Before commencing work, the Contractor shall, consult the affected landowners to determine which fences, if any, can be temporarily removed.

Fences that cross the Construction Width shall be suitably propped, protected and maintained during construction.

Fences which run parallel to and within the Construction Width, shall be replaced with a temporary fence erected along the edge of the Construction Width, and restored to their original lines after completion of the Works.

Where so agreed to by the landowners, the fences may be dismantled, the materials set aside until completion of the work, after which they shall be reinstated. All fences affected by the Works shall be reinstated to their original condition.

PSA 5.9 ACCOMMODATION OF TRAFFIC

(New Clause) Temporary traffic signs shall be erected at all diversions.

The **number and layout** of the traffic signs shall comply with the Site Manual entitled “**Safety at Roadwork’s in Urban Areas**”, as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red or black border.

PSA 5.10 PROVIDING ACCESS TO ADJACENT ERVEN AND PROPERTIES

(New Clause) Access to adjacent erven and properties where affected must be provided by the Contractor at all times. To this end suitable road and trench crossings shall be constructed where required. Temporary trench crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of vehicles of mass not exceeding 2 tonnes. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

The Contractor may, with the approval of the Employer’s Agent, arrange with the occupiers of the affected erven and properties to temporarily close off a portion of a street, road, footpath or entrance, provided that the Contractor shall give due notice of the intended closure and its probable duration to the occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible the access route shall be made safe and re-opened to pedestrian/vehicular traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions”.

PSA 5.11 MAINTAINING WATER SUPPLY

(New Clause) The Contractor shall take note that he shall not cut off the existing water supply without the prior approval of the Stellenbosch Municipality and of the Employer’s Agent and the knowledge of the affected residents.

No water pipeline shall remain cut off for more than 5 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Employer’s Agent to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor’s cost.

No direct payment will be made for the cost of maintaining the existing water supply. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.3 SCHEDULED FIXED-CHARGE ITEMS AND VALUE-RELATED SUMS

PSA 8.3.1 Contractual Requirements

Add the following to Subclause 8.3.1:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract”.

PSA 8.3.2 Fixed establishment costs

The Contractor shall tender a lump sum in the Bill of Quantities to cover his fixed establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The establishment of his organisation and equipment on the site, the transfer of all personnel, equipment tools, office, ablution and storage facilities to the site, establishment of water, power and telephone facilities, and the removal of all the above mentioned items on completion of the works.

- (ii) Compliance with all other general conditions and requirements that are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be effected as follows:

- (i) Seventy-five percent (75%) of the lump sum tendered shall be paid when the Contractor's stores, offices, etc. are substantially complete, provided that sufficient plant and labour to commence construction at the programmed rate has arrived at the site of the Contract and is in working order.
- (ii) Twenty-five percent (25%) of the lump sum tendered will be paid after issue of the Certificate of Completion. The Certificate of Completion will only be issued when the Contractor has cleared the entire site to the satisfaction of the Engineer and removed all the plant, offices and stores that might have been used for the duration of the Contract. Also, this portion will not be paid and the certificate of complete will not be issued until all the as-built information has been provided to the Engineers satisfaction.

Only the tendered amount shall be paid under this item which in no way shall be affected by modifications of the Contract Amount.

	<u>Item</u>	<u>Unit</u>
	Contractor's Fixed establishment cost	Sum
PSA 8.3.2.2	<i>Rain gauge</i>	
(New Clause)	Add the following to Subclause 8.3.2.2 (k): The costs for complying with this clause shall be deemed to be included in PSA 8.3.2. The tendered rate shall cover the cost of supplying and installing the rain gauge in a suitable spot, and away from any obstacles that can direct rainwater into or away from the opening of the gauge and cause inaccurate measurements. It is further deemed that the tendered rate covers the Contractor's time-related costs for the maintenance of the rain gauge for the duration of the contract".	
PSA 8.3.5	<u>Contractor's Obligations with Respect to Health and Safety</u>	
(New Clause)	The Contractor shall tender a lump sum in the Bill of Quantities to cover his fixed costs for the proper compliance with the requirements of the Occupational Health and Safety Act, the Construction Regulations 2003 issued in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Health and Safety Specifications in Section C3.7 herein. The amount tendered and paid shall be full compensation for: (i) The drawing up of a detailed Health and Safety Plan in respect of the Works for submission to the Engineer and Employer prior to the handing over of the Site to the Contractor. (ii) The execution of all training, precautions, monitoring, liaison, consultation and review as detailed in the Health and Safety Plan. (iii) Ensuring that all Sub-Contractors comply with the requirements of the Act and the Health and Safety Plan. (iv) The preparation and maintenance of a Health and Safety File, which is to be submitted to the Employer upon completion of the Works. (v) Compliance in all other respects with the relevant health and safety legislations Payment shall be effected as follows: (i) Seventy-five percent (75%) of the lump sum tendered shall be paid when the Contractor's Health and Safety Plan has been submitted to the Engineer and Employer, provided that the Plan is complete and acceptable in terms of the Regulations. (ii) Twenty-five percent (25%) after the Certificate of Completion is issued, and once the Health and Safety file has been handed over to the Employer.	
	<u>Fixed costs with respect to health and safety</u>	<u>Sum</u>

PSA 8.3.6 Compliance with Construction Environmental Management Programme

(New Clause) The Contractor shall tender a lump sum to cover all fixed costs (over and above the costs of site establishment and compliance with health and safety requirements) for complying with the Environmental Management Plan contained in Section C3.8 herein. The amount tendered shall be deemed to be full compensation for all administration, labour, plant, materials, services and risks associated with complying with the Environmental Management Plan in every respect.

A separate item will be scheduled for the Environmental Awareness Training. The amount tendered shall cover all costs associated with provision of the venue, arranging attendance by personnel and shall be deemed to be full compensation for wages of personnel and loss of production during the period that they are engaged in Environmental Training. Payment under this item will be made in the first certificate after completion of the training, provided that the Contractor has submitted a copy of the attendance register to the Engineer.

<u>Item</u>	<u>Unit</u>
a) Compliance with Environmental Management Plan	Sum
b) Environmental awareness training	Sum

PSA 8.3.7 Items Requiring Special Attention (Fixed Charge)

(New Clause) a) Wayleaves

The item shall cover all general costs associated with protection of services and compliance with wayleave requirements as detailed in PSA 5.4, including financing of any deposits required and/or costs of providing any sureties or guarantees required.

b) Survey

The item shall cover all costs of establishing control points and general costs associated with setting out the works, as described in PSA 5.1.1 above.

<u>Item</u>	<u>Unit</u>
a) Wayleaves	Sum
b) Survey	Sum

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.1 Contractual Requirements

Add the following to Subclause 8.4.1:

"The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- the maintenance of his whole organisation as established for this Contract;
- the maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable; and
- compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items. Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates."

"Adjusted Payment for Time-Related Costs"

The payment to the Contractor for time-related costs shall be adjusted in accordance with the following formula in the event of the Engineer granting an extension of time in terms of the provisions of the Contract:

$$\frac{\text{Sum of Tendered amount for Time-Related items}}{\text{Extended contract period as authorised by Engineer}} \times \frac{\text{Tender contract period}}{\text{}} = \text{}$$

The above mentioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

PSA 8.4.2

Time Related Establishment Costs

The Contractor shall tender a lump sum in the Bill of Quantities to cover his time-related establishment costs. Other than the items which have been separately scheduled in PSA 8.4.5, the amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract;
- (ii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the above-mentioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-Clause 8.2.2 of SANS 1200 A.

<u>Item</u>	<u>Unit</u>
Time related establishment	Sum

PSA 8.4.5

Items Requiring Special Attention

The following items shall cover time-related costs associated with complying with specific items requiring special attention, as identified in the Scope of Work.

<u>Item</u>	<u>Unit</u>
a) Dealing with water	Sum

The sum tendered shall cover all costs not included in the rates for earthworks or other billed items for complying with Clause 5.5 of SANS 1200 A in dealing with water on the works.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

b) Search for, record and protect all survey bench marks	Sum
---	------------

The sum tendered shall be deemed to be full compensation for complying with the requirements of Clause 5.1.2 of SANS 1200 A.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

c) Nightwatch and Security	Sum
---	------------

The sum tendered shall cover all costs of providing watchmen and security for the duration of the Contract, for the Contractor's establishment and materials stored on site including after hours, on weekend and on public holidays.

The Contractor's attention is drawn to the fact there are informal housing settlements in the vicinity of the site. The Contractor is deemed to have assessed the risk associated therewith and made appropriate provision in his rates.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

d) Maintenance of Access Roads	Sum
---	------------

The sum tendered shall cover all time related costs associated with operating and maintaining access roads for the duration of construction, and reinstating them to their original condition upon completion, as specified in PSA 5.8.5.

Fixed costs, if any, shall be deemed to be included under item PSA 8.8.2.

e) Dust Control Sum

The item shall cover all time related costs associated with dust control and pollution prevention as detailed in PSA 5.6.

Fixed costs, if any, shall be deemed to be included under item PSA 8.3.2.

PSA 8.4.6 Contractor's Obligations with Respect to Health and Safety

The Contractor shall tender a lump sum to cover his time related costs of with respect to health and safety. The amount shall cover all of the Contractor's obligations as described in PSA 8.3.5 above.

<u>Item</u>	<u>Unit</u>
Time related costs with respect to health and safety	Sum

PSA 8.4.7 Compliance with Construction Environmental Management specifications

The Contractor shall tender a lump sum to cover all time-related costs (over and above the costs of site establishment) for complying with the Environmental Management specifications contained in Section C3.8. The amount tendered shall be deemed to be full compensation for all administration, labour, plant, materials, services and risks associated with complying with the Environmental Management Specifications in every respect.

<u>Item</u>	<u>Unit</u>
Time related costs with respect to environmental management	Sum

PSA 8.4.8 Compensation in terms of Clause 5.12.2.4 of the General Conditions of Contract, 2015 and Clause 9.1.4 of the Contract Data, for delays incurred

- | | |
|--|----------------------------|
| (a) Plant | Unit : Sum per working day |
| (b) Labour :..... | Unit : Sum per working day |
| (c) Supervision | Unit : Sum per working day |
| (d) Other services, facilities etc.
not covered by (a), (b) and (c) | Unit : Sum per working day |

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the GCC 2015.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the GCC 2015.

This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the GCC 2015.

The cost of delays incurred for all other circumstances shall be treated as provided for in the GCC 2015.

The provision of this clause shall in no way prejudice the rights of either the Employer or the Contractor to cancel the contract in terms of the provisions in Clause 9.1 of the GCC 2015.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment.

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

PSA 8.5.1 Testing of materials by Engineer

The provisional sum provided in the Schedule of Quantities is to cover the payment of the SANAS registered soils laboratory to conduct any additional tests as directed by the Employer's Agent.

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- All costs involved in arranging the tests with the laboratory.
- Setting out the positions for the tests to be taken by the laboratory as indicated by the Employer's Agent.
- Making good all test holes.
- The cost of all overheads, charges and profits, etc.

<u>Item</u>	<u>Unit</u>
a) Testing of materials ordered by the Engineer	PC Sum
b) Overheads, charges and profit on a) above	%

PSA 8.5.2 Survey by Engineer

The item shall cover survey work (additional to any survey work specified herein) to be undertaken as directed by the Engineer and by a surveyor nominated by the Engineer.

The Contractor's tendered mark up shall allow for all necessary administrative costs in complying with the above.

<u>Item</u>	<u>Unit</u>
a) Survey work by Engineer	PC Sum
b) Overheads, charges and profit on a) above	%

PSA 8.5.3 Relocation of Services

A sum has been allowed for the relocation of services affected by the works to be carried out by the service authority concerned, if necessary.

The Contractor's tendered mark up shall allow for all necessary liaison and cooperation with the service authority concerned.

<u>Item</u>	<u>Unit</u>
a) Relocation of services by service authority	PC Sum
b) Overheads, charges and profit on a) above	%

PSA 8.5.4 Employment of CLO

A sum has been allowed for the employment of a Community Liaison Officer (CLO). The Contractor shall pay the CLO all fees and costs due to him, which shall be recoverable under this item.

The Contractor's tendered mark up shall allow for all necessary administrative costs in complying with the above.

<u>Item</u>	<u>Unit</u>
a) Employment of CLO.....	PC Sum

b) Overheads, charges and profit on a) above %

PSA 8.5.5

Geotechnical Services

A site investigation and/ or testing will be required at startup of construction to verify materials for excavation.

The sum shall cover the costs of the investigation by a Geotechnical Specialist who will be verifying the conclusions of the geotechnical report including tests and any other work that may be required for proper execution of the task.

The Contractor's tendered mark up shall allow for all necessary administrative costs in complying with the above.

Item

Unit

a) Geotechnical Services PC Sum

b) Overheads, charges and profit on a) above %

PSA 8.7

DAYWORK

Certain amounts have been allowed under Dayworks for items of work which were not measurable at the time of tender. Depending on the overall contract price and budget constraints, some or all of these items may be omitted during the construction stage. Work for these items will be by written instruction only, and will be compensated for on a dayworks basis.

PSA 8.8

TEMPORARY WORKS

PSA 8.8.1

Site Demarcation

The sum tendered shall cover all costs associated with erecting, maintaining and removing Construction Width demarcation as specified in PSA 5.8.2.

Site Demarcation Sum

PSA 8.8.2

Access Roads

The sum tendered shall cover the costs associated with establishing and reinstating access roads as specified in PSA 5.8.5.

25% of the sum tendered will be paid once the necessary access roads are substantially established and the balance will be paid after all areas have been reinstated to the satisfaction of the Engineer.

Item

Unit

Access roads Sum

PSA 8.8.3

Traffic Accommodation

Access through public roads, to residential and commercial properties shall be maintained at all times. Should temporary diversions become necessary, the Contractor shall give reasonable notice to the affected residents and take adequate measures to maintain the temporary deviation in good condition at all times.

This item shall cover all costs of complying with the above as well as all signage, labour, plant, material and all other costs involved with accommodating traffic in accordance with the latest edition of the South African Traffic Signs Manual.

Item

Unit

Traffic accommodation Sum

PSAB	SANS 1200 AB: ENGINEER'S OFFICE
PSAB 3	MATERIALS
PSAB 3.1	NAMEBOARDS <p>The size, painting, decorating and detail of the nameboards shall be as shown in Annexure 2. The text to appear on the nameboard (names, contract title etc.) shall be confirmed with the Engineer prior to fabrication. One name board shall be in English and the other shall be in Afrikaans.</p>
PSAB 3.2	OFFICE BUILDINGS <p>Add the following to Sub-Clause 3.2:</p> <p>In addition, the Contractor shall provide a carport for 2 vehicles, roofed and enclosed on three sides and adequately designed and constructed to resist wind and other loads. The available area for each vehicle shall be 5,5 m x 2.7 m.</p> <p>On completion of the works, ownership of the office buildings, carport, boardroom, toilet, fittings and furnishings will revert to the Contractor who shall remove them from Site.</p>
PSAB 3.3	OFFICE FOR SITE MEETINGS <p>The Contractor shall make available when required, a suitable office with a table and adequate seating for eight people, for the purposes of holding site meetings.</p>
PSAB 4	PLANT
PSAB 4.1	TELEPHONE <p>A fixed line telephone is not required.</p> <p>If so directed the Contractor shall provide one cellular phone, complete with carry case and charger for the exclusive use of the Engineer's Representative. The phone shall be fully insured.</p> <p>The Contractor shall make the necessary arrangements with a service provider for a suitable cell phone contract for the duration of the Contract.</p>
PSAB 4.2	COMPUTER <p>The Contractor shall provide one approved laptop computer for the exclusive use of the Employer's Agent's Representative. The computer shall be:</p> <p>Product type: Notebook Processor family: 13th Generation Intel Core i5 Processor model: i5-1335U Display diagonal: 39.6 cm (15.6") Display resolution: 1920 x 1080 pixels Internal memory: 16 GB 3200 MHz (1 x 16 GB) Internal memory type: DDR4-SDRAM Total storage capacity: 512 GB PCIe NVMe SSD On-board graphics card model: Intel UHD Graphics Operating system installed: Windows 11 Pro (Includes Defender Antivirus) Warranty: 3 Years Next Business Day Software: Office 365 Business Premium Additional Hardware: 24" LED Monitor 5G LTE Router A4 Inkjet Printer 64GB Memory Stick Cordless mouse Carry bag</p> <p>The computer shall be fully insured. The insurance shall include any excess, which may be imposed in the event of a claim.</p>

PSAB 4.3 SURVEY EQUIPMENT

If so requested, the Contractor shall provide the following survey equipment for the use of the Engineer on the site, until the completion of the Works:

- (a) One Engineer's level and level staff, including tripod.
- (b) One steel tape of 100 m and one of 30 m length.

The Contractor shall service and maintain all survey equipment in good order. He shall insure them and he shall indemnify the Employer and the Engineer against all claims for loss, damage, breakage or theft of the said equipment. By agreement, the survey equipment may be shared between the Contractor and the Engineer.

Upon completion of the Works the equipment shall revert to the Contractor who shall remove it from the site.

PSAB 4.4 ENGINEER'S VEHICLE

The Contractor shall provide one automatic 1-ton bakkie for the exclusive use, on the Site, by the Engineer's Representative. The vehicle shall be either new or sound second-hand quality and shall be maintained in good condition and supplied with fuel throughout the duration of the Contract. It shall not be older than three years at any time during the Contract. The vehicle shall revert to the Contractor on the date of the Certificate of Completion.

The Contractor shall arrange for licensing and insurance of the vehicle for the duration of the Contract.

A suitable alternative vehicle must be available when vehicle maintenance is being carried out.

PSAB 5 CONSTRUCTION

PSAB 5.1 NAMEBOARDS

Contract nameboards shall be erected within two weeks of the Contractor receiving occupation of the Site. Any damage to these boards will be repaired within 14 days of a written instruction received from the Engineer.

The Engineer may at any time order the removal, repair and/or relocation of the nameboards if any objections are received with regard to them.

All name boards shall be removed 14 days prior to the date of issue of the Final Approval Certificate.

PSAB 5.5 SURVEY AND MATERIALS ASSISTANTS

The Contractor shall make available to the Engineer two suitably experienced survey and materials assistants to assist on and about the Site with surveys, measurements and materials testing, as and when required during normal working hours

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.3 SCHEDULED ITEMS

PSAB 8.3.1 Fixed Charge and Value-Related Items

Payment for fixed charge and value-related items with respect to facilities to be provided for the Engineer will be effected in accordance with Clause PSA 8.3 as applicable.

The sum for the Engineer's office shall include the furniture and ablution facilities as specified. It shall also include costs of providing a meeting room as specified.

The prices shall include all fixed contract costs associated with providing the following items for the Engineer.

<u>Item</u>	<u>Unit</u>
Fixed Charge Items	
a) Engineer's office	Sum
b) Cellular Phone	Sum
c) Computer	Sum
d) Survey equipment	Sum
e) Vehicle	Sum
f) Contract nameboards (2 No)	Sum

PSAB 8.3.2 Time-Related Items

Payment for time-related items with respect to facilities to be provided for the Engineer, will be effected in accordance with Clause PSA 8.4 as applicable.

The sum for the Engineer's office, shall include costs of providing a meeting room as specified under PSAB 3.3.

The sum for the items listed below shall be full compensation for all fixed monthly charges and costs including contract payments and insurance but shall exclude charges for phone calls.

The sum for the Engineer's vehicle shall cover all costs of licensing, insurance, maintenance and servicing, but shall exclude fuel and oil.

<u>Item</u>	<u>Unit</u>
Fixed Charge Items	
a) Engineer's office	Sum
b) Cellular Phone	Sum
c) Computer	Sum
d) Survey equipment	Sum
e) Vehicle	Sum
f) Contract nameboards (2 No)	Sum

PSAB 8.4 SURVEY AND MATERIALS ASSISTANTS

The unit of payment shall be by man.hour and shall be full compensation for the use of the labour by the Engineer's Representative.

<u>Item</u>	<u>Unit</u>
a) Survey Assistants	Man.hours
b) Materials Assistants	Man.hours

PSAB 8.5 CELLULAR PHONE CALLS

The Contractor shall pay all cell phone accounts. However, the cost of phone calls by the Engineer's representative shall be recoverable from the Employer. Data transfer via the modem will be included in this item.

<u>Item</u>	<u>Unit</u>
a) Monthly cellular phone call charges	Prov Sum
b) Overheads, charges and profit on (a) above	%

PSAB 8.6 FUEL

The Contractor shall cover all costs for refuelling the Engineer's vehicle, however the costs of fuel shall be recoverable from the Employer.

<u>Item</u>	<u>Unit</u>
a) Fuel for Engineer's vehicle	Prov Sum
b) Overheads, charges and profit on (a) above	%

PSC SANS 1200 C: SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

Natural material comprising stones, gravel, soil and topsoil shall be stockpiled along the edge of the Construction Width and spread over the Construction width after completion of the backfill.

All rubble and waste arising from the demolition of structures shall be removed from site.

Tree trunks, branches and any other cleared vegetation constituting a fire hazard shall be removed from site.

All cleared material removed from site shall be disposed of at an approved landfill site selected by the Contractor.

Burning of material on site will not be permitted.

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED

The Contractor shall clear the Construction Width, to the extent necessary to allow access and the execution of the Works as specified.

No established trees or wild olives shall be removed without the Engineer's prior approval. Prior to commencing clearing, the Contractor shall give adequate notice to the Engineer and the area to be cleared shall be inspected jointly by the Contractor's representative and a botanical specialist designated by the Engineer. Any vegetation to be protected shall be identified and marked and where necessary, minor adjustments to the pipeline alignment will be made to avoid damage to significant vegetation.

No vines shall be removed without prior approval from the Engineer. Prior to removal of any vines, the Contractor shall give adequate notice to the owner and give him the opportunity to recover any plants and or materials.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 PRINCIPLES

PSC 8.1.1 Demolition

Payment for demolition work, should it arise, shall only be made after all waste generated from the demolition work concerned has been cleared from site to the satisfaction of the Engineer.

Where indicated that materials recovered from demolition or dismantling of existing structures or plant are to be handed over to the Employer, the rate shall include all costs of removing, transporting and stacking the material at the designated location. No additional payment will be made for transport of material from any location along the pipe route to any location within 500 m of the Construction Width.

Where indicated that materials are to be reused in the Works, the rate shall cover all costs associated with dismantling, setting aside and storing the materials and protecting them from damage, until they are reused.

PSC 8.2 SCHEDULED ITEMS

PSC 8.2.1 Clear and Grub

Clearing and grubbing will not be measured where the pipeline is laid within existing gravel roads.

PSC 8.2.5 Fences

Protection/Reinstatement of Fences

Where existing fences cross the pipeline route, the item shall cover the costs of adequately supporting them, protecting them from damage and reinstating them, as well as providing temporary gates as required by the Contractor.

Where existing fences run along and within the Construction Width, the item shall cover the costs of protecting the fence from damage or temporarily relocating it outside of the Construction Width and reinstating it after completion of the works.

The fences may be reinstated using the original materials recovered from the existing fences provided that the Contractor shall, at his own cost, replace any materials that have been lost or damaged during the construction period.

The quantity measured shall be the number of fences affected, or in the case of fences running longitudinally the length of the portion of fence lying within the Construction Width.

<u>Item</u>	<u>Unit</u>
Protect/Reinstate fences that intersect the pipe route.....	No
Protect/Reinstate fences that follow the pipe route	m

PSD SANS 1200 D: EARTHWORKS

PSD 1 SCOPE

Items of work covered by this specification shall include, bulk and restricted earthworks for the pump stations as well as all other incidental excavations required to complete the Works.

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2 below. All material shall be considered to be soft material unless agreed and approved otherwise in writing with the Engineer prior to excavation taking place.

In the application of this classification, no differentiation shall be made between "bulk" or "restricted" excavations.

PSD 3.1.2 Classes of Excavation

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

a) Hard rock excavation

Hard rock excavation shall be excavation in material (including un-decomposed boulders exceeding 0,17 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

b) Boulder excavation

Boulder excavation shall be excavation in material containing more than 40% by volume of boulders of sizes ranging between 0,01 m³ and 0,17 m³.

c) Soft excavation

Soft excavation shall be all material not falling into the categories of hard rock or boulder excavation.

PSD 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSD 3.2.1 Material suitable for Embankments and Terraces

(d) The material arising from excavations for structures, foundations, footings and the like shall be used for the embankments, berms and terraces or as directed by the Employer's Agent and shall be compacted to a minimum of 90% modified AASHTO density (100% for sand).

PSD 3.2.2 Material suitable for Replacing Overbreak in Excavations for Foundations

Add the following Subclause to 3.2.2:

"Any overbreak, in locations where concrete work is to be cast against excavated undisturbed surfaces (eg. below bulk excavation) is to be refilled with Grade 10 concrete".

PSD 3.2.4 Backfilling and Embankments

Sufficient material arising from excavations for structures, foundations, footings and the like and which is suitable for forming and shaping including compaction of embankments, berms and backfilling against finished structures shall be temporarily stockpiled in the vicinity of the constructions. All other material from the excavations shall be disposed of at the designated area.

PSD 5	CONSTRUCTION
PSD 5.1	PRECAUTIONS
PSD 5.1.1	<u>Safety</u>
PSD 5.1.1.2	<u>Safeguarding of Excavations</u>
	The Contractor shall be responsible for all lateral support and the safe-guarding of all excavations, and all costs involved with the proper safeguarding of the excavations shall be included in the tendered rates.
PSD 5.1.1.4	<u>Excavation of Rock by Blasting</u>
	In addition to complying with the provisions of Sub-clause 5.1.1.3, the Contractor shall record for the information of the Employer's Agent the spacing and loading of the charge in each blast and compliance with this requirement will not relieve the Contractor of any responsibility in terms of the said Sub-clause.
PSD 5.2	METHODS AND PROCEDURES
PSD 5.2.1	<u>Site Preparation</u>
PSD 5.2.1.2	<u>Conservation of Topsoil</u>
	Add the following to Subclause 5.2.1.2: "Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the contamination and compaction of topsoil in any way especially by vehicles travelling over such material."
	Topsoil shall consist of fertile, friable soil of loamy character obtained from areas having a good coverage of natural vegetation, preferably grasses. It shall be free from deleterious matter such as large roots, stones, refuse, stiff or heavy clays and the seeds of noxious weeds.
	Topsoil shall be obtained from wherever suitable material occurs on the site or borrow areas. The Employer's Agent shall indicate the areas from where topsoil is to be removed, and unless otherwise permitted by the Employer's Agent, topsoil shall be taken from within 400mm of the surface. If the Contractor fails to stockpile the topsoil indicated, he shall obtain suitable topsoil from other sources at no extra cost to the Employer.
PSD 5.2.2	<u>Excavation</u>
PSD 5.2.2.3	<u>Disposal</u>
	Where excavated material is disposed of on site or at location designated by the Engineer, the top soil shall be stripped to a depth of 150 mm or as directed, stockpiled and reinstated to its original depth over the spoil. The spoil site shall be graded to smooth, free-draining contours.
PSD 5.2.4	<u>Finishing</u>
PSD 5.2.4.2	<u>Topsoiling</u>
	Delete the contents of Subclause 5.2.4.2 and replace with the following: "Before topsoiling, the area must be shaped to line and level and then loosened to a depth of 150mm. All rubble, large rocks, stones, etc shall be raked up and removed from the site prior to the top soil being evenly distributed over the area to be grassed at a thickness of not less than 100mm. The topsoil shall be levelled with rakes. Following topsoiling, the contractor shall apply 2:3:2 fertilizers at a rate of 40gm/m ² prior to planting of vegetation cover".
PSD 5.2.5	<u>Transport for Earthworks</u>
	All haulage for materials obtained from commercial sources selected by the Contractor or disposed of off-site by the Contractor shall be regarded as free-haul.

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.2 Bulk Excavation

Unless an item has been specifically scheduled for dewatering, the cost of dewatering of excavations will be held to have been included in the tendered rates for excavation. Provision is made under item PSA 8.4.5 (a) which shall cover all the Contractor's costs involved with the control of surface and subsurface water, not included in the rates for excavation and trench excavations.

The Contractor shall provide adequate temporary drains in and around the excavations to control surface water. Such drains may be self-draining or lead to sumps equipped with pumps.

Should the Contractor allow saturated conditions to develop he shall take such steps to rectify the conditions as the Engineer may order, entirely at his own cost, including dewatering.

The tendered price for excavation shall also include for trimming, levelling and compacting the floor of the excavation ready for the application of the blinding layer.

Where embankments are to be constructed with boulder material, embankments are to be laid and compacted in layers (specified by the Engineer in writing) and boulders of diameter greater than the layer thickness are to be removed before compaction. The cost for this exercise is deemed to be included in the tendered rates.

PSD 8.3.2 a) Excavate in all materials and use in embankment or backfill or dispose of as ordered

Where the sequence of operations requires temporary stockpiling of excavated material, the rates for excavation shall cover temporarily stockpiling the excavated material on site and maintaining stockpiles until the material is used.

Removal of Excess Material

Where material is surplus or unsuitable for use in embankments or spreading on site, the Engineer may order such material to be carted away and disposed of off-site at a location determined by the Contractor. The rate shall cover loading and transport and all disposal charges. The volume shall be computed on the basis of the volume of hauling vehicles in accordance with 8.2.2.

PSD 8.3.3 Restricted Excavation

The provisions of PSD 8.3.2 shall apply. Rates tendered shall include for restricted backfilling around the structure.

PSD 8.3.14 Importation of Top Soil

The item shall cover all costs in sourcing, transporting to site and offloading, topsoil material from an approved source, for vegetating of site.

<u>Item</u>	<u>Unit</u>
Importation of topsoil.....	m ³

PSDB	SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)
PSDB 3	MATERIALS
PSDB 3.1	CLASSES OF EXCAVATION The excavation of material will be classified as specified in Clause PSD 3.1.
PSDB 3.2	BACKFILL MATERIAL Delete the contents of Clause 3.5(b) and replace with the following: “Materials used in the reinstatement of trenches beneath or within a new roadway, up to underside of the road layers, shall be 37,5mm basecourse quality material conforming to SANS 1200 MF compacted in 150mm layers to 98% Modified AASHTO density. The area subject to loads from road traffic shall be held to apply for a width of 150mm beyond the back of kerb.”
PSDB 5	CONSTRUCTION
PSDB 5.1	PRECAUTIONS
PSDB 5.1.5	<u>Shoring of Pipe Trenches</u> The Contractor shall be responsible for ensuring that pipe trenches are safe by either cutting back the walls to safe slopes or shoring. The rates for trench excavation shall be deemed to include for this. When excavating the Contractor shall exercise due caution to ensure that the excavations does not undermine any existing structures or services, including existing thrust blocks.
PSDB 5.4	EXCAVATION <u>Trench Depths</u> All trenches are to be excavated to a depth sufficient to accommodate the pipes at the levels and cover as shown on the drawings. Unless otherwise stated, a minimum cover of 1000 mm will generally be required. Allowance must also be made for the required depth of pipe bedding.
PSDB 5.6.3	<u>Disposal of Surplus Material</u> Surplus material shall be disposed of off site or spoiled on site, as directed, in accordance with the provision of PSD 5.2.2.3.
PSDB 5.6.6	<u>Completion of Backfilling</u> Add the following to Subclause 5.6.6: “If in the opinion of the Employer’s Agent’s Representative the Contractor is lagging in the backfilling of trenches, he will be entitled to order that no further excavation takes place until the backfilling operation has caught up.”
PSDB 5.7	COMPACTION OF TRENCH BACKFILL Compaction of trench backfill above the bedding (fill blanket) shall be 90% Modified AASHTO density (100% for non-cohesive materials).
PSDB 8	MEASUREMENT AND PAYMENT
PSDB 8.3	SCHEDULED ITEMS
PSDB 8.3.1	<u>Site Clearance and Removal of Topsoil</u> The rate tendered shall include all costs of complying with the relevant requirements of the Environmental Management Plan. d) <u>Strip and Conserve Gravel in Road Ways</u> Where pipes are laid within gravel roads, the contractor shall strip and conserve separately the existing gravel to a depth of 150 mm (or such other depth ordered) for use in reinstating the road

surface. Any shortfall in gravel due to loss of material or contamination shall be made up at the Contractor's cost by importing laterite gravel from an approved source.

The quantity shall be calculated from the trench width determined in accordance with 8.2.3, and the length of pipe along the centreline between road edges. The quantity shall be adjusted for depths other than 150 mm where so ordered.

The rate tendered shall include all costs in stripping, stockpiling and conserving the material and replacing shortfall as specified.

	<u>Item</u>	<u>Unit</u>
	Strip and conserve gravel in roadways	m²
PSDB 8.3.2	<u>Excavation</u>	
PSDB 8.3.2 (b)	<u>Extra-over item (a) above for:</u>	
	Delete (1) and (2) of Sub-Clause 8.3.2 (a) and replace with the following:	
	a) Hard rock excavation	
	b) Boulder excavation	
	Hard rock excavation and boulder excavation will only be paid when written permission is obtained from the Engineer prior to the excavation operation actually commencing.	
PSD 8.3.4	<u>Particular Items</u>	
	Add the following to Sub-Clause 8.3.4:	
PSDB 8.3.4 (c)	<u>Excavate by hand in all materials to verify existing services, or as directed by the Engineer and backfill</u>	
	This item shall apply where the excavation is only required to confirm the position of an existing service and the removal of the service is not intended.	
	Measurement shall be the cubic metres actually excavated by hand to expose the services or hand excavations as directed by the Engineer.	
	The rate shall cover the additional cost of care in excavation necessitated by the presence of the service.	
	Excavations by hand will only be paid upon written order by the Engineer to perform excavations by hand.	
	<u>Item</u>	<u>Unit</u>
	Excavation by hand in all materials to verify existing services and backfill.....	m³

PSL SANS 1200 L: MEDIUM PRESSURE PIPELINES

PSL 1 SCOPE

PSL 1.1 This section covers the supply and installation of the following piping systems for the rising mains:

- a) High-Density Polyethylene (HDPE) pipes and,
- b) Mild Steel pipework and fittings

PSL 2 INTERPRETATIONS

PSL 2.3 DEFINITIONS

Allowable Operating Pressure: Internal pressure, excluding water hammer, that a component can safely and continuously withstand under permanent hydraulic service.

Maximum Operating Pressure: Maximum internal pressure, including water hammer, that a component can safely withstand during service.

Allowable Test Pressure: Maximum hydrostatic pressure that can be applied on site to a newly installed component

PSL 2.4 ABBREVIATIONS

DI	:	Ductile Iron
DN	:	Nominal Diameter

PSL 3 MATERIALS

PSL 3.1 GENERAL

Add to Sub-Clause 3.1

Unless otherwise scheduled or shown on the drawings, the pipes to be used on the contract are as follows:

- (i) Pipelines shall be high-density polyethylene (HDPE) pipes are specified.
- (ii) Pipework specials in chambers shall be mild steel.

The following alternatives will be considered for pipeline and rising mains, subject to the Engineer's approval:

- (i) Ductile iron, spigot and socket pipes, cement mortar lined (DI)
- (ii) Spigot and socket steel pipes

In the event of the Contractor proposing an alternative pipe material, the Contractor shall demonstrate to the Engineer that the alternative offered is equal or better than the specified materials in respect of head losses at the design flow, pressure class, resistance to external loads and durability.

The Contractor shall provide adequate storage facilities for pipes, couplings and specials to conform with the following:

- (a) Couplings and specials

Until required for use, the rubber rings shall be stored in a cool dark place, away from grease, oil or harmful chemicals. If rubber rings have been tied, they shall be separated a few days before they are required for use in order to eliminate minor impressions, which the ties may have caused.

Couplings, into which rubber rings have been fitted, ready for use, shall be stored under cover. All couplings and specials shall be stacked off the ground to ensure that the protective coatings are not damaged.

- (b) Stacking of pipes.

Pipes may be placed off the ground alongside the pipe route. When stacking is necessary, the Contractor shall make necessary arrangements for stacking areas and shall stack as recommended by the manufacturer.

(c) Valves.

Valves shall be stored under cover and shall be stacked off the ground in a manner which will prevent the ingress of dirt and ensure that the valve faces, spindles and coatings are not damaged.

PSL 3.3 C.I. PIPES, FITTINGS AND SPECIALS (SUB-CLAUSE 3.3)

Add the following to Subclause 3.3 :

Cast iron fittings shall comply with SANS 546 class D.

PSL 3.4 STEEL PIPES, FITTINGS, AND SPECIALS

PSL 3.4.1 General

The contractor shall submit to the Engineer or his representative, the certificates covering the chemical analysis and physical properties of the iron used in the manufacture of pipes and specials.

Written confirmation that welding has been carried out by coded welders shall also be provided if required.

Each pipe or fitting shall have its relevant item number painted onto the exterior surface prior to despatch from the factory.

PSL 3.4.3 Pipes of Nominal Bore over 150mm

Add to the Subclause 3.4.3:

All steel pipes, fittings and specials shall be manufactured from 4,5mm thick Grade B steel plate and shall comply with the requirements of SABS 719.

PSL 3.4.4 Fittings and Specials

Add to the Subclause 3.4.4:

All fittings and specials shall be manufactured from straight pipe materials specified under the previous Clauses; the pipe so used shall have satisfactorily passed the stipulated hydraulic pressure test.

PSL 3.4.5 Welds

Pipes shall be manufactured from steel strips or plates continuously welded along the seams and the height of the inner weld reinforcement shall not exceed 1mm. In the case of pipes to be used with couplings, the external weld reinforcement shall be ground flush with the outer wall of the pipe over a suitable distance from the end. Pipes shall preferably have a continuous helical seam but nevertheless, longitudinal and circumferential seams would be acceptable for this Contract.

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.2 Polyethylene Pipes

Polyethylene pipes shall be high density polyethylene (HDPE), in accordance with SANS 4427. The pressure class shall be as specified on the drawings or in the Bill of Quantities. The class of material shall be PE 100.

Unless otherwise indicated, all bends shall be long radius bends and all branches shall be 45 degree branches.

PSL 3.8 JOINTING MATERIALS

PSL 3.8.2 Flexible Couplings

Flexible couplings for steel pipes shall be of the "Viking Johnson" type. All nuts and bolts shall be hot dipped galvanised (heavy duty).

The plain end of the steel pipe shall be properly prepared, before corrosion protection, so as to accept the flexible coupling

- PSL 3.8.3 Flanges and Accessories
- Where new pipework is to be joined onto existing pipework, the Contractor shall measure the existing flanges and report the dimensions to the Engineer. The drilling of new flanges shall match the existing flanges.
- In new installations, where pipes are not coupled onto existing pipework, the flanges shall be in accordance with SANS 1123. The dimension and drilling of flanges shall be in accordance with the requirements of SABS 1123, table 1600, unless scheduled otherwise. All flanges shall be truly at right angles to the axis of the pipe or fitting.
- Puddle flanges used as pipe anchorage shall be of the same dimensions as corresponding flanges but are to be undrilled. The flange shall be welded to the pipe with sufficient strength to be capable of transmitting a longitudinal force 50% greater than the force to be applied under test conditions.
- Flanges shall be machined flat and without a raised joint face.
- Flanges for low-pressure applications (less than 10 bar) shall be of the slip on type. Flanges for high-pressure applications (greater than 10 bar) shall be of the socket weld type, unless otherwise agreed with the Engineer.
- Flanges shall be manufactured from materials equal to or better than the pipes to which they are connected.
- PSL 3.8.8 Jointing Gaskets
- Jointing gaskets for flanged joints shall comply with the requirements of BS 4865 and be cut to the full width of the flange. The materials shall be suitable for and compatible with the required pressure and temperature duties, and characteristics of the material conveyed.
- PSL 3.8.9 Fasteners
- Bolts and nuts shall be hexagon head type complying with SANS 1700 with threads of the coarse pitch series.
- Washers of similar material to the bolts shall be provided under each nut and bolt head. Multiple washers or shims shall not be used. Spring washers or other approved locking arrangement shall be used, together with flat washers on all fasteners subject to vibration.
- All fasteners shall be manufactured of grade 316 stainless steel.
- PSL 3.8.10 Anti-seize Compound
- Before assembly, threads shall be treated with a nickel based, anti-seize/corrosion protection compound such as Chesterton 725: Nickel Anti Seize Compound, or equivalent and approved.
- Copper based compounds are not acceptable and, if used, shall be cleaned off before the correct compound is applied.
- If it is found during inspection that compound has not been applied, the Contractor shall disassemble all fasteners and comply with this requirement.
- A small amount of compound shall be applied along the full length of the thread before the nut is applied. Excessive compound visible on the thread after the nut has been applied shall be cleaned off.
- PSL 3.9 CORROSION PROTECTION
- PSL 3.9.6 Corrosive Soil
- Saddles, cast iron detachable and flanged joints together with their bolts, and a minimum of 100mm of pipe on each side of the joint shall be protected by means of either an approved protective petrolatum paste, then wrapped with three layers of an approved petrolatum impregnated tape, or other means of inhibiting corrosion approved by the Engineer. All overlaps shall be 30mm minimum. This protection shall also be applied to the bolts and flanges used by the manufacturer in the construction of valves and hydrants.
- The rates shall cover the cost of corrosion protection for the complete joint.

PSL 3.10 VALVES

Valves shall comply with the requirements of SANS 1200 LK, and the following requirements:

PSL 3.10.1 Gate Valves

All valves shall be AVK or similar approved by the Local Authority. Resilient seal valves shall be used for general applications and shall:

- a) bear the SABS mark of approval, and have the direction of opening clearly marked on the valve body or spindle cap.
- b) be double socketed for PVC pipes or flanged for steel pipes, or as scheduled by the manufacturer;
- c) be clockwise opening, anti-clockwise closing;
- d) be heavy duty Class 16;
- e) have non-rising spindles along pipelines but have rising spindles within the Pump Stations;
- f) be fitted with cast iron cap tops or handwheels (as specified) secured with retaining bolts, top permanently marked with the direction of closing;
- g) be protected against corrosion by:
 - ii) Electrostatically applied epoxy resin to DIN 30677 with a minimum coating thickness of 250 micron; or
 - i) coating with a minimum thickness of 250 micron copon KSIR 88 epoxy paint applied to all internal and external surfaces after it has been thoroughly cleaned by grit blasting to SA 2 ½ finish in compliance with the requirements of SIS 05 09 00, or similar approved coatings.

PSL 3.10.3 Air Valves

The materials and workmanship employed in the manufacture of air valves shall be of a similar standard to that set out in SABS 664 for gate valves. Air valves shall be tested in the factory to pressures of 3 200, 5 000 and 8 000 kPa respectively shall be suitable for operating pressures of 1 600, 2 500 and 4 000 kPa and shall be suitable for a normal working pressure in the range 15 m to 400 m of water and also for site test pressures.

All double air valves required shall combine the following functions:

- exhausting accumulated air under pressure
- exhausting air in bulk when mains are being filled and ventilating mains when being emptied.

The large orifice shall contain a vulcanite covered ball, closing on a rubber seating outlet ring and fitted with an external dirt shield. The small orifice is to be suitable for the automatic release of entrained air under pressure, with a rubber covered ball seating on a bronze outlet nipple.

The air valves are to be flanged, with inlet diameter 50 mm as scheduled, and all flanges are to be in accordance with and drilled to SABS 1123 except where stated otherwise.

The air valves must be complete with isolating valves to permit inspection and maintenance without shutting off the main. The operating spindle of the isolating valve must be fitted with a hand wheel, the direction of rotation of which must be clockwise for opening when viewed from above. The direction for opening and closing of the gate valve must be indicated on the body of the valve.

Each air valve shall be drilled and tapped 9,5 mm BSPT on the air vent side of the isolating valve seat and fitted with 9,5 mm cock.

Air valves shall be reliable in operation and of a design which shall preclude the possibility of being blown shut by the passage of air when the pipeline is being filled.

After completion of factory tests, all air valves are to be thoroughly cleaned and twice coated with approved protective paint.

A complete Specification accompanied by drawings should be submitted at the time of tendering.

PSL 3.11 MANHOLES AND SURFACE BOXES

PSL 3.11.4 Step Irons

Step irons shall be copolymer polypropylene with a 12mm diameter high tensile steel core ("Calcamite" or equal approved) installed according to the manufactures specification.

- PSL 3.11.5 Manhole Cover and Frames
- Unless otherwise indicated, all covers and frames shall be constructed of ductile iron, in accordance with the requirements of EN 124, Class C250, or D400, as indicated on the Drawings.
- Once installed, all covers must be securely seated in the frame and may not wobble, rock or exhibit any instability. Unstable covers will not be accepted and shall be replaced at the Contractor's own cost. Any associated costs, such as the removal, replacement and making good of frames, layerworks, kerbing and surfacing, shall also be borne by the Contractor.
- PSL 3.11.6 Surface boxes
- Unless otherwise indicated, surface boxes for valves and hydrants shall be of the same dimensions and shapes shown in SANS 558 and shall be constructed of cast iron in accordance with SANS 558 or ductile iron ductile iron in accordance with EN 124.
- PSL 4 PLANT**
- PSL 4.3 TESTING
- Pipelines shall be tested in sections, to allow joints to be backfilled as soon as possible. The sequence of testing shall be subject to the Engineer's approval
- The Contractor shall provide all necessary pipework, valves, pumps and fittings required to temporarily connect to a water supply to fill the pipe and to pressurise it to the specified test pressure.
- Suitable equipment shall be provided to allow the test pressure to be maintained and for the volume of water admitted to the pipeline to be accurately measured.
- The Contractor shall supply all necessary temporary end-caps and fittings to close off sections of pipeline being tested. These shall be adequately designed for the specified test pressures and shall be equipped with acceptable venting valves to allow air to be release from the pipeline during filling.
- PSL 5 CONSTRUCTION**
- PSL 5.1 LAYING
- PSL 5.1.3 Keeping Pipelines Clean
- All pipes and specials strung out above ground along the line of the trench shall have both ends closed by means of an adequately fixed plastic cap or other approved material, supplied by the Contractor, in order to prevent the ingress of foreign material.
- PSL 5.1.4 Depths and Cover
- PSL 5.1.4.1 Add the following to Sub-Clause 5.1.4.1
- Watermains and rising mains shall be laid so that the cover to the top of the pipe barrel from finished surface level is generally, but not less than, 800 mm in the case of watermains less than 250 mm diameter, and 1.0 m in the case of the 300 mm and larger diameter pipelines.
- The value of 800 mm above shall be increased to 1.2 m within road reserves.
- During construction there shall be not less than 0,5 metre of cover over the pipes, where construction traffic is liable to cross them, hence road crossings, shall be constructed after the construction of the road layers has reached the stage where 0,5 metre cover is available.
- PSL 5.1.4.3 Add the following to Sub-Clause 5.1.4.3
- Where the minimum clearance between pipe crossings would be less than that specified in Sub-Clause 5.1.4.3, the watermain shall be laid beneath the service crossed at an invert level which allows for the clear space as specified. The watermain shall be laid horizontally at this level for a distance of at least 1,0 m on either side of the centreline of the service crossed and then revert to the specified cover.
- No decrease in cover or clear space between the pipe barrels as specified will be permitted unless otherwise instructed by the Engineer in writing.
- PSL 5.1.6 Changes in Direction
- Vertical and horizontal direction changes less than 11¼° shall be achieved by deflecting the pipes at the joints. The deflection at each joint shall not exceed the value recommended by the pipe

manufacturer and if necessary, the specified change in direction shall be achieved over a number of pipe lengths.

PSL 5.2 JOINTING METHODS

PSL 5.2.1 Detachable Couplings (AC and uPVC Pipelines)

Add the following to Sub-Clause 5.2.1 :

Unless otherwise specifically detailed on the drawings, uPVC water pipes, specials and fittings shall be coupled with spigot and socket joints fitted with rubber sealing rings. In the following cases, ductile iron repair couplings shall be used:

- (a) on one end of each valve and hydrant;
- (b) where pipes have to be cut to fit specials in designated positions, refer to PSL 3.8.6.

PSL 5.2.5 Welding HDPE Pipelines

Unless otherwise indicated, field joints in HDPE pipes shall be formed by heated tool butt-welding or electrofusion couplings.

Welding of HDPE pipes shall be in accordance with SANS 10268, and shall only be carried out by thermoplastic welders who are certified by the Plastics Federation of South Africa (PFSA).

PSL 5.2.6 Joints between HDPE and Other Materials

Joints between HDPE and pipes, valves or fittings of other materials shall be flanged. Flanges shall be loose mild steel flanges (backing rings) in accordance with SANS 1123.

PSL 5.3 SETTING OF VALVES, SPECIALS AND FITTINGS

Add the following :

Valves and hydrants shall be so sited that the valve spindle or hydrant outlet is directly opposite an erf side boundary or splay corner peg, to within 150 mm, or as otherwise dimensioned on the drawing.

Where specials are required in close proximity of one another the minimum pipe length between specials shall not be less than one metre unless adequate precautions are taken to prevent excessive movement of the numerous flexible couplings.

The shortening of the adjacent pipes may be necessary to achieve the above and ensure compliance with the position of specials" (see sub-clause PSL 3.8.6).

PSL 5.5 THRUST BLOCKS

All thrust blocks shall be cast against undisturbed material. In the event of the Contractor over-excavating, he shall carry the cost of any additional concrete required to comply with this provision.

Prior to casting any thrust blocks, the Contractor shall notify the Engineer who shall inspect the nature of the ground against which the thrust block is to be cast and either confirm that the specific conditions do not differ from those on the basis of which the thrust blocks shown on the drawings were designed, or instruct the Contractor to alter the dimensions of the thrust block to suit the actual ground conditions.

Any pipe laid on a gradient exceeding 25% shall be anchored as directed by the Engineer.

PSL 5.6 VALVE AND HYDRANT CHAMBERS

PSL 5.6.1 General

Delete in Sub-Clause 5.6.1. and 5.6.2 the reference to drawings L1, L2, and L3 and replace by "the standard drawings."

PSL 5.6.2 Construction of Chambers

Add the following to Sub-Clause 5.6.2 :

The depth from the cover of the surface box at final level to the top of a valve spindle shall be not less than 75mm nor more than 400mm. Hydrant outlets shall be not more than 400mm below the level of the hydrant cover.

To achieve the above cover requirements in the case of hydrants and double air valves, double-flanged distance pieces shall be provided when necessary.

Where for practical purposes it is not possible to provide the required cover for gate valves, an extension spindle may, subject to approval of the Engineer, be provided.

PSL 5.11 PIPE MARKERS (NEW CLAUSE)

Pipe markers shall be installed above the pipeline centreline at all horizontal changes of direction and at intersections with property boundaries.

PSL 5.12 CONNECT TO EXISTING MAINS

Where connections have to be made to the existing water mains, the following procedure has to be followed:

- (a) Liaise with the Local Authority to arrange a suitable time period for the proposed connection.
- (b) Ensure all tools and fittings of the correct size and type are on site prior to requesting the shut down of the mains.
- (c) Advise the Local Authority at least 3 days in advance of the intention to commence work, in order for them to shut down the mains.
- (d) Arrange with the Local Authority to have an official present on site when the work commences.
- (e) Advise the Local Authority when work is complete and thrust block in place and sufficiently cured, for the system to be recharged. Work to be completed to minimise the disruption to the supply to a maximum of 12 hours.

All arrangements and planning must be made in close collaboration and with the approval of the Engineer's Representative on site. Names and contact personnel at the Local Authority will be advised at the required time.

PSL 5.13 AS BUILT SURVEYS

The Contractor shall survey the final position of all buried pipework installed, prior to backfilling.

The pipework shall be surveyed and the information submitted to the Engineer as the work progresses. No joint shall be backfilled before the survey information has been approved by the Engineer.

The pipelines shall be coordinated at centrelines of all bends, specials and fittings and intermediate points at intervals of not more than 50 m.

The survey data shall be presented in tabular format giving Y-Coordinate, X-Coordinate, chainage and level. All coordinates and levels shall be referenced to the WGS 84 system and Mean Sea Level (MSL).

PSL 7 TESTING

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

PSL 7.3.1 Test Pressure and Time of Test

PSL 7.3.1.2 Delete Sub-Clause 7.3.1.2 and replace with :

Subject to the provisions of 7.3.1.3 and 7.3.1.4 the test pressure for field-testing shall be 1,5 times the maximum working pressure. The maximum working pressure shall be 12 bar.

No testing against closed valves will be allowed, unless approved by the Engineer. Field tests on mains should be carried out prior to the installation of saddles, ferrules and/or erf connections.

Payment for field-testing of pipelines shall be included in the rate for supply, lay and bed pipes as described in SANS 1200:L Clause 8.2.1.

PSL 7.5 COMMISSIONING TEST

Prior to the handing over to the Employer of a particular area or zone, it shall be subjected to a commissioning test.

The section to be tested shall be isolated by closing sluice valves in the line and brought up to a pressure equivalent to the working pressure of 12 bar being applied at the lowest point in the installation.

The duration of the test and the permissible leakage rates shall be in accordance with SANS 1200L Clause 7.3.3.

Payment for commissioning tests of pipelines shall be included in the rate for supply, lay and bed pipes as described in SANS 1200L Clause 8.2.1.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.1 GENERAL

Add the following to Sub-Clause 8.1 :

The tendered rates for the supply of materials shall cover the cost of all protective coatings and linings.

No extra payment will be made for any cutting, etc., required for permanent closure pipes (Sub-Clause 8.2.1).

No extra payment will be made for testing, nor for temporary water supply connections for testing, which will be held to be included in the price for laying of pipes, valves and specials.

The cost of conforming to the requirement to install repair couplings as specified in PSL 3.8.6 and PSL 5.2.1 must be allowed for in the cost of the pipes and fittings.

Notwithstanding instructions for backfilling, the Contractor shall bear the cost of finding and repairing leaks.

PSL 8.2 SCHEDULED ITEMS

PSL 8.2.1 Supply, Lay and Bed Pipes

No additional payment will be made for small changes of direction achieved by deflections at pipe joints as specified in PSL 5.1.6.

The rate for pipe laying shall include all costs associated with carrying out as-built survey as specified in PSL 5.13.

The quantity measured shall exclude sections of pipe installed by horizontal directional drilling and pipe jacking shall be measured separately under Section PLX and PLJ respectively.

No payment will be made under this sub-clause until acceptable as-built survey data has been submitted to the Engineer in respect of the length of pipeline concerned.

PSL 8.2.2 Extra-Over for Specials

Add the following:

The item shall cover the supply, laying and bedding of specials, complete with couplings.

The rate shall include cutting of pipes and tape wrapping of couplings with fasteners.

Thrust blocks shall be measured separately.

PSL 8.2.11 Anchor/thrust Blocks and Pedestals

Add the following:

Anchor/thrust blocks will be measured by the cubic metre of concrete. The tendered rate shall cover the cost of the concrete, formwork, excavation and additional plant, labour and material to complete the construction of the blocks.

PSL 8.2.16 Markers for Valves and Fire Hydrants

Markers shall be measured by the number, as detailed on the drawings.

(a) Marker posts

The tendered rate shall cover the supply and installation of the marker posts including painting, excavation and disposal of spoil all as detailed on the drawings.

<u>Item</u>	<u>Unit</u>
Markers Posts	No

PSL 8.2.17

Connection to Existing Mains

Connection to existing mains shall be measured by number for each diameter of existing pipe.

The tendered rate shall cover the cost of excavating to expose existing main, the removal of thrust block and/or end caps, cutting into the existing main as necessary, dealing with water and completing the connection, backfilling, disposal of spoil and making good. It shall also allow for all dealings with the Local Authority to arrange for the temporary termination of supply, as specified in Clause PSL 5.1. Fittings required for the connections shall be measured elsewhere.

<u>Item</u>	<u>Unit</u>
Connection to existing main (diameter and type stated)	No.

PSLB	SANS 1200 LB: BEDDING (PIPES)
PSLB 3	MATERIALS
PSLB 3.1	<p>SELECTED GRANULAR MATERIAL (BEDDING CRADLE)</p> <p>Selected granular material shall comply with the provisions of Clause 3.1 of SANS 1200 LB and in addition, the PI shall not exceed 2.</p>
PSLB 3.2	<p>SELECTED FILL MATERIAL (FILL BLANKET)</p> <p>Selected fill material shall comply with the provisions of clause 3.2 of SANS 1200 LB.</p> <p>Add the following to Clause 3.2:</p> <p>“Where expansive clay is encountered in the trench bottom, the material in the selected fill blanket shall be selected granular material”.</p>
PSLB 3.3	<p>BEDDING</p> <p>The bedding of the rising main shall be in accordance with the drawings.</p> <p>There are no designated borrow pits, and the Contractor will be expected to make his own arrangements regarding importing bedding and blanket material.</p>
PSLB 5	CONSTRUCTION
PSLB 5.1	GENERAL
PSLB 5.1.4	<p><u>Compaction</u></p> <p>The degree of compaction required will be 93% Mod. AASHTO density (or 100% for sand).</p>
PSLB 5.2	PLACING AND COMPACTING OF RIGID PIPES
PSLB 5.2.1	<p><u>Class A bedding</u></p> <p>Add the following to sentence to Subclause 5.2.1 (d):</p> <p>“...or a period of 5 days has elapsed after the placing of the concrete in that section, whichever occurs first”.</p>
PSLB 5.2.2	<p><u>Class B bedding</u></p> <ol style="list-style-type: none"> 1. The dimension “x” for all rigid and flexible pipes (except for HDPE erf connections) as referred to in drawing LB-1 and LB-2, shall be 100mm. 2. The Dimension “x” for HDPE erf connections shall be 100mm.
PSLB 8	MEASUREMENT AND PAYMENT
PSLB 8.2	SCHEDULED ITEMS
PSLB 8.2.6	<p><u>Bedding in Waterlogged Conditions (new item refer to PSDB 5.1.2)</u></p> <p>In the event of waterlogged conditions occurring in the bottom of the trench, the Engineer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom.</p> <p>Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a geotextile on the trench bottom prior to the provision of the stone layer. After placing the stone bedding, the geotextile shall be folded over the stone with a minimum overlap of 300 mm to form an enclosed drain. The specified bedding material shall then be used to bed the pipe.</p> <p>The Contractor shall only provide and lay the stone bedding layer and geotextile after receipt of the written order to do so from the Engineer.</p> <p>The tendered rate shall cover the cost of all additional excavation and preparation of the trench bottom to accommodate the layer of stone, the removal of unsuitable material, the supply and placing of a 150 mm thick layer of stone over at least the specified width, the cost of supply of the geotextile, placing and losses as a result of overlaps and over excavated trench widths and all related activities in order to produce a stable platform.</p>

Where the use of a layer of crushed stone in the trench bottom has been authorised by the Engineer, it will be measured by volume calculated according to the length multiplied by the minimum base width and specified thickness.

The cost of dealing with water as specified in SANS 1200 DB, Sub-Clause 5.1.2.1 will be held to have been included in the tendered sums for excavation.

<u>Item</u>	<u>Unit</u>
a) Single size 19mm stone.....	m ³
b) Geotextile.....	m ²

STELLENBOSCH MUNICIPALITY
CONTRACT NO. B/SM 43/25
FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

C3.7 Health and Safety Specifications

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FRANSCHHOEK BULK WATER RISING MAIN AND ASSOCIATED WORKS

HS HEALTH AND SAFETY SPECIFICATIONS

HS 1 GENERAL

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from his Specification shall in any way limit the Contractor's obligations and liabilities in terms of the Occupational Health and Safety, 1993 (Act No. 85 of 1993).

HS 1.1 SCOPE

This Health and Safety Specification is a requirement of the Construction Regulations, 2014, published in terms of the Occupation Health and Safety Act, 1993 (Act No. 85 of 1993) and covers the principles, responsibilities and requirements applicable to health and safety for this Contract.

HS 1.2 DEFINITIONS

For the purpose of this Specification, the definitions given in the OHS Act and the Construction Regulations, (as defined below) and the following definitions shall apply:

"OHS Act" shall mean The Occupational Health and Safety Act, 1993 (Act 85 of 1993).

"Construction Regulations" shall mean The Construction Regulations (GNR.84 of 7 February 2014) published in terms of the OHS Act.

"Construction work": all work included in this Contract shall, for the purposes of complying with the OHS Act and Construction Regulations 2014, be deemed to be "construction work".

"Client" All references to the Client herein shall deem to mean the Client or his appointed Agent.

HS 1.3 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with, and ensure that all staff members are familiar with, the requirements of the OHS Act, the Construction Regulations, and all other applicable regulations of the OHS Act. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used throughout the Contract.

The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the OSH Act and its associated Construction Regulations.

The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in Section C3.7, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

The Contractor shall be obliged to report forthwith to the Employer and Employers Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the OSH Act and Construction Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.

The Contractor shall furthermore, in compliance with Constructional Regulations acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulations, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor

shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Construction Regulations shall entitle the Employers Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 4(1) of the Construction Regulations, Site Specific Baseline Risk Assessment which is attached as annexure 3 and 4 respectively.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

Furthermore, any reference to the "Machinery and Occupational Safety Act" in any specification shall be replaced with reference to the "Occupational Health and Safety Act, 1993."

HS 2 ADMINISTRATION

HS 2.1 PERSONNEL

Before commencing any work on Site, the Contractor shall submit a copy of the written appointment of the following personnel to the Client:

- a) Designated person, appointed in terms of Section 16(2) of the OHS Act 1993, responsible for ensuring that the Contractor's duties as contemplated by the OHS Act are properly discharged.
- b) Construction Supervisor, appointed in terms of Clause 6(1) of the Construction Regulations. This may be the same person appointed as the Site Agent.
- c) Construction Safety Officer, appointed in terms of Clause 6(6) of the Construction Regulations.
- d) Construction Site Risk Assessor, appointed in terms of Clause 7(1) of the Construction Regulations.
- e) Excavation Work Supervisor, appointed in terms of Clause 11(1) of the Construction Regulations.
- f) Construction Vehicle and Mobile Plant Inspector, appointed in terms of Clause 21(1)(j) of the Construction Regulations.
- g) Stacking and Storage Supervisor, appointed in terms of Clause 26(a) of the Construction Regulation.
- h) First Aider and Emergency Equipment & Procedure Co-ordinator, appointed in terms of Clause 3 of the General Safety Regulations, 1986.

HS 2.2 INSURANCE

The Contractor shall ensure that all staff members are covered for Compensation in terms of the Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993) during the full Contract Period.

HS 2.3 NOTICES

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers;
- c) The name(s) of the first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first-aid box is kept as well as the name of the person in charge of the first aid box, in accordance with the General Safety Regulations (GNR. 1031 of 30 May 1986).

HS 2.4 HEALTH AND SAFETY PLAN

Before starting work on Site, the Contractor shall submit the construction phase Health and Safety Plan to the Client for acceptance. The Client's acceptance shall not relieve the Contractor of any obligation or liabilities in terms of the OHS Act.

A copy of this approved Health and Safety Plan shall be available on Site at all times and shall be updated on an on-going basis as the work progresses.

The Health and Safety Plan shall cover issues relevant to the Works, including (but not limited to) the following:

- a) The Health and Safety Management Structure with all names and contact numbers of relevant personnel appointed in writing (refer to HS 2.1 above);
- b) Copy of the construction notification to the provincial director;
- c) Risk Assessment (see below);
- d) Personnel protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Worker's welfare facilities;
- g) Proof of worker's health and safety induction training;
- h) Product manufacturer's data sheets, hazard & safety information sheets, etc;
- i) Updated list and details of all sub-contractors and their responsibilities.

In terms of Clause 7 of the Construction Regulations, the Risk Assessment shall include at least the following:

- a) Identification of risks and hazards to which persons may be exposed to;
- b) The analysis and evaluation of the risks and hazards identified;
- c) Plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) Monitoring and control measures to ensure compliance with the Health and Safety Plan;
- e) A review plan.

HS 2.5 RECORD KEEPING

The Contractor's health and safety file shall be kept on Site and shall be made available to the Client upon request. In addition, the Contractor shall keep a copy of the OHS Act and Construction Regulations on site at all times.

The Contractor shall ensure that incidents are reported, as dealt with in the OHS Act, to the Department of Labour and the Client; shall conduct formal enquiries into incidents as specified; and shall submit incident reports to the relevant authorities and the Client.

HS 2.6 HEALTH AND SAFETY MEETINGS

The Contractor shall have Health and Safety Meetings at least once a month and the minutes of such meetings shall be included in the Health and Safety File.

HS 3 SITE MANAGEMENT

HS 3.1 GENERAL

The Contractor shall:

- a) Ensure that access to the Site is strictly controlled and that only authorized persons are permitted on Site;
- b) Ensure that no firearms, alcohol or other intoxicating substances are brought onto Site and prevent staff under the influence of intoxicating substances from entering the Site;
- c) Maintain a neat and tidy workplace;
- d) Provide all required safety notices;
- e) Provide and maintain adequate ablution and change facilities on Site;
- f) Generally manage and maintain the Site to ensure a safe and healthy environment for both employees and all other persons.

HS 3.2 WORK PERMITS AND WAYLEAVES

The Contractor shall ensure that, where required, work permits and wayleaves are in place prior to commencing work.

The Client shall apply for the Construction Work Permit in terms of Regulation 3 of the Construction Regulations and shall issue a copy to the Contractor. The Contractor shall keep a copy of the Permit

in the Health and Safety File at all times and ensure that the Permit Number is conspicuously displayed at the main entrance to the site.

HS 4 EQUIPMENT

HS 4.1 FIRST-AID

The Contractor shall ensure that an appropriate first-aid box is present on Site at all times, in compliance with the OHS Act – General Safety Regulations (GN R. 1031 of 30 May 1986).

HS 4.2 FIRE EXTINGUISHERS

The Contractor shall ensure that at least one fire extinguisher, in good working order, is available at each work front.

HS 4.3 RIGGING AND LIFTING EQUIPMENT

All plant and equipment shall be rigged and installed by qualified artisans under the supervision of competent persons. All tools and equipment shall be in good working order and “fit for purpose”. All rigging and lifting equipment shall comply with the requirements for the OHS Act.

HS 5 PROJECT SPECIFIC HAZARDS

HS 5.1 GENERAL

Care has been taken to describe potential hazards, specifically associated with the work required under this Contract, but it cannot be guaranteed that all have been identified and the Contractor is not relieved of the obligation in terms of the OHS Act to identify, analyse and evaluate all risks and hazards which may be present.

HS 5.2 SPECIFIC HAZARDS

HS 5.2.1 Raw Sewage

The Contractor shall note that the existing sewer pump station at which part of the Works is to be undertaken handles untreated sewage which may present a health hazard. The Contractor shall ensure that all his personnel are aware of the health hazards associated with sewage, that they are equipped with suitable personal protective equipment (gloves, goggles and gumboots). The Contractor shall ensure that suitable washing facilities are available on site for his personnel.

The Contractor shall note that there is a danger of an accumulation of noxious and flammable gases in confined areas such as pump sumps and manholes.

All such confined spaces shall be adequately ventilated before being accessed by construction personnel. No person shall enter such space without the surveillance of another person on the outside.

Welding, grinding, torch cutting, the use of electrical tools and any other operation which could generate sparks or open flames shall not be undertaken in such spaces until a suitably qualified person has determined that it is safe to do so.

HS 5.2.2 Lifting and Cranes

The Works will require the lifting of heavy items, such as precast concrete manhole rings and blocks, pipes, pumps, motors etc. The Contractor shall note the possibility of injury resulting from lifting of heavy items. The Contractor shall provide all equipment necessary, such as crane trucks, for the mechanized lifting of heavy items where required.

HS5.2.3 Electrical Installations and Machinery on Construction Sites

Excavation work shall be undertaken under high voltage overhead cables and over high voltage underground cables and the Contractor shall guard against electric shock and damaging these cables.

The Contractor shall comply with the requirements of Clause 22 of the Construction Regulations where applicable and with Clause 2, Part C3.5.

- HS5.2.4 Water Environments
- Excavation work shall be undertaken for the installation of pipes and cables etc. The Contractor's attention is drawn to the possibility of encountering high localised water tables in the area during winter months and adequate provision for dewatering must be made.
- New pipelines are to be laid close to, and across rivers with potentially high flows.
- HS 5.2.5 Trenching and Deep Excavations
- New pipelines are to be installed below ground. The depths of trenches will typically be around 1,5 m, however deeper excavations may be required in limited areas. Preparation of bedding, jointing of pipes and compaction of backfill will all have to take place inside trenches.
- Construction work for the pump stations will take place at the bottom of excavations up to 5 m deep. The sump of the Fleurbaix Pump Station in particular will require deep excavation in potentially saturated and unstable material.
- The Contractor shall minimise the risk of collapse of sides of trenches and other excavations by cutting the sides back to safe slopes or shoring.
- All open excavations shall be cordoned off with safety netting.
- Trenches crossing and adjacent to roads shall be barricaded and lighting shall be provided at night.
- The Contractor shall comply with the requirements of Clause 11 of the Construction Regulations where applicable, as well as Clause 5.1.1 of SANS 1200 D.
- HS5.2.6 Stacking and Storage on Construction Sites
- The Contractor shall ensure that all pipes, precast concrete items, etc. are safely stacked and stored on Site without damage.
- The Contractor shall comply with the requirements of Clause 26 of the Construction Regulations where applicable.
- HS 5.3 PROTECTION OF THE PUBLIC
- The Contractor shall at all times ensure that his operations do not endanger any member of the public, or any municipal staff working on, or visiting the site.
- The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.
- HS 5.4 BARRICADES AND LIGHTING
- The construction site must be secure and it is the responsibility of the Contractor to ensure the safety of his staff and all staff working on or visitors to the site in accordance with the OHS Act, Construction Regulations, Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (refer to Annexure 3 and 4).
- HS 5.5 TRAFFIC CONTROL ON ROADS
- The Contractor has to erect and maintain road signs for the duration of the contract to warn both public and motorists about construction activities taking place.
- HS 5.6 MEASURES AGAINST DISEASE AND EPIDEMICS
- The Contractor has to take cognisance of the prevalence of STD's, TB and waterborne diseases. The Contractor must ensure the safety of his workers and surrounding community against the spread of these diseases.
- Refer to the OHS Act and Construction Regulations for sanitary and hygiene requirements.
- Where applicable (e.g. such as work being conducted at Wastewater Treatment Works, hepatitis A and B vaccinations are required) the contractor shall ensure that all employees (permanent and temporary) receive the necessary vaccinations required.

HS 5.7 HIV/AIDS AWARENESS

The following are the minimum requirements to be provided by the Contractor:

- Monthly talks on HIV and AIDS
- Provision of condoms
- Voluntary counselling and testing (VCT's)
- Company policy on HIV/AIDS.

For further information refer to the following documents:

Annexure 3: Site Specific Health and Safety Specification

Annexure 4: Site Specific Basic Risk Assessment

Occupation Health and Safety Act, Act 85 of 1993

Construction Regulations, 2014

HS 6 MEASUREMENT AND PAYMENT

The costs of complying with the requirements of the this specification shall be measured and paid for in accordance with Clauses PSA 8.3.5 and PSA 8.4.6 of the Works Specifications.

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C3.8 Construction Environmental Management Programme

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PROGRAMME

There is no specific Construction Environmental Management Programme (CEMP_r) applicable to this Contract.

The Contractor shall comply with all relevant requirements of the Construction Environmental Management Programme as indicated in their approved Method Statement and the cost of so doing shall be measured and paid as specified in PSA 8.3.6 and PSA 8.4.7.

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C3.10 Annexures

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ANNEXURE 1: SITE LOCALITY PLAN

ANNEXURE 2: CONTRACT NAMEBOARD



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ANNEXURE 2: CONTRACT NAMEBOARD



Part C4: Site Information

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C4.1 General Site Information

1. SITE LOCATION AND ACCESS

1.1. Location of The Site

The Works are to be executed on a number of different sites in the Stellenbosch area (see Annexure 1: Site Locality Plan in Section C3.9).

Water Pipeline

The proposed water pipeline runs from the Wemmershoek booster pump station erf 5/1041 to the Wemmershoek reservoir, in the Northeast. The route traverses a the R45, several properties as well as Boonzaaier road.

1.2. Access

Water Pipeline

A number of public roads intersect the pipeline route and can serve as points of access, namely:

- i) Blossom Rd
- ii) Dahlia Rd
- iii) Santa Rosa Rd
- iv) R45

2. GENERAL DECRPTION

The sites are located in the greater Franschhoek area

3. CLIMATE

The site falls within the South Western Cape which experiences moderate climate with winter rainfall and possible high temperatures in summer.

Temperature typically ranges between 5°C and 35°C although higher and lower extremes are possible. Relative humidity, 20-30% in summer to 100% in winter.

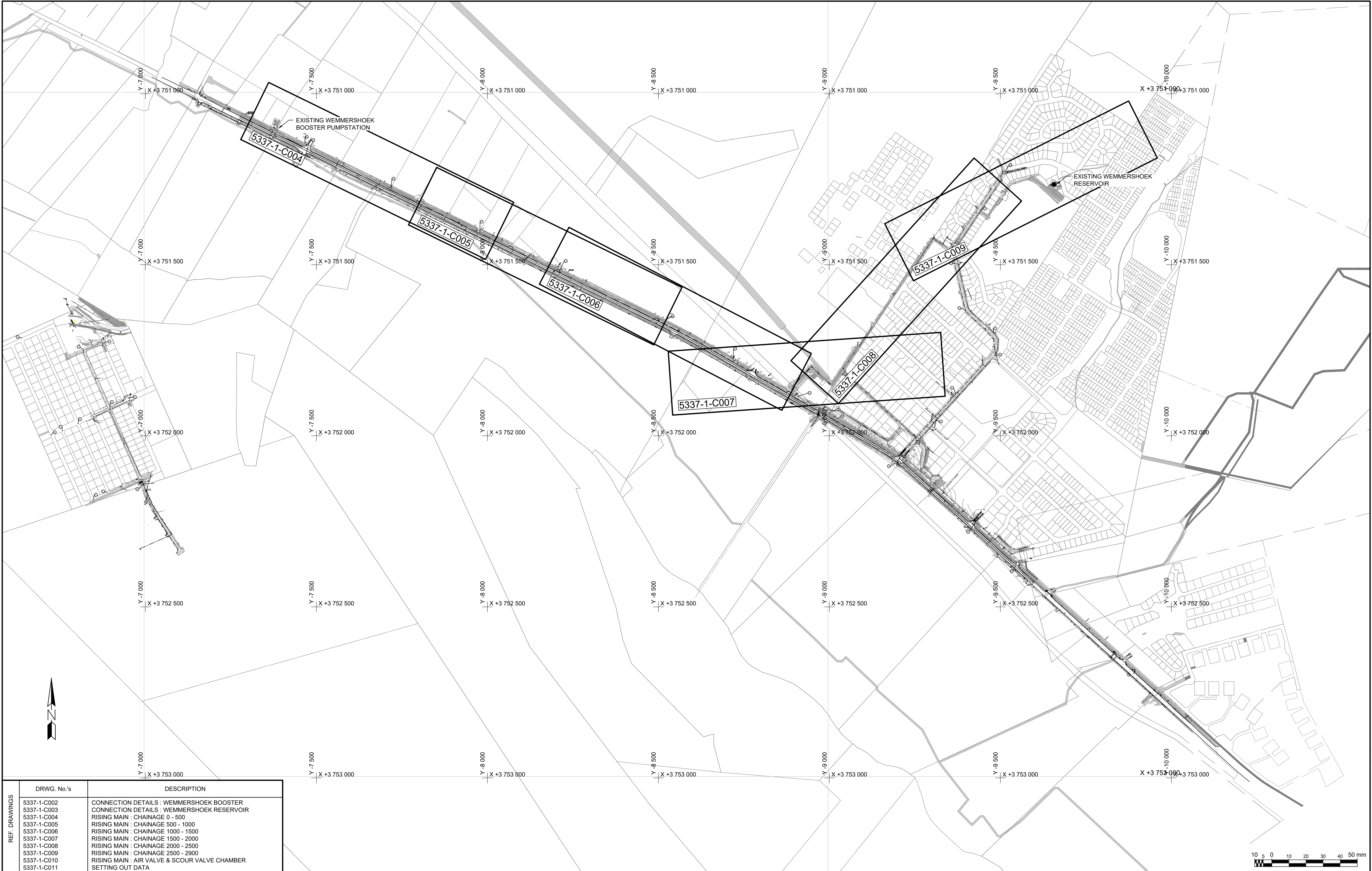
4. DISCLAIMER

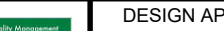
The site information is provided in good faith for the Contractor's convenience as an indication of the conditions likely to be encountered. the Employer offers no guarantees regarding the information and the provision of such information shall not be regarded as in any way limiting or detracting from the Contractor's responsibilities in terms of the Contract.

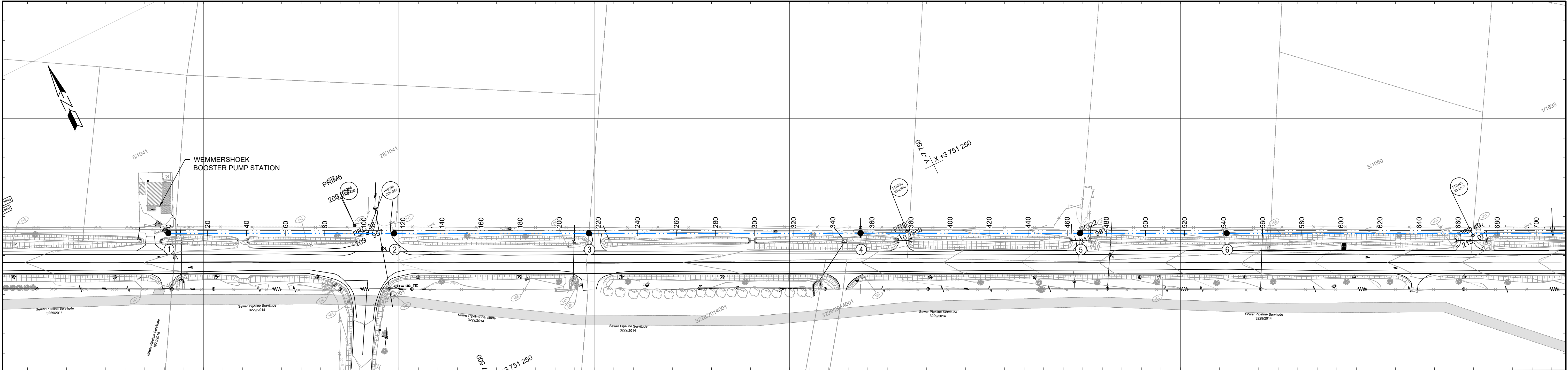
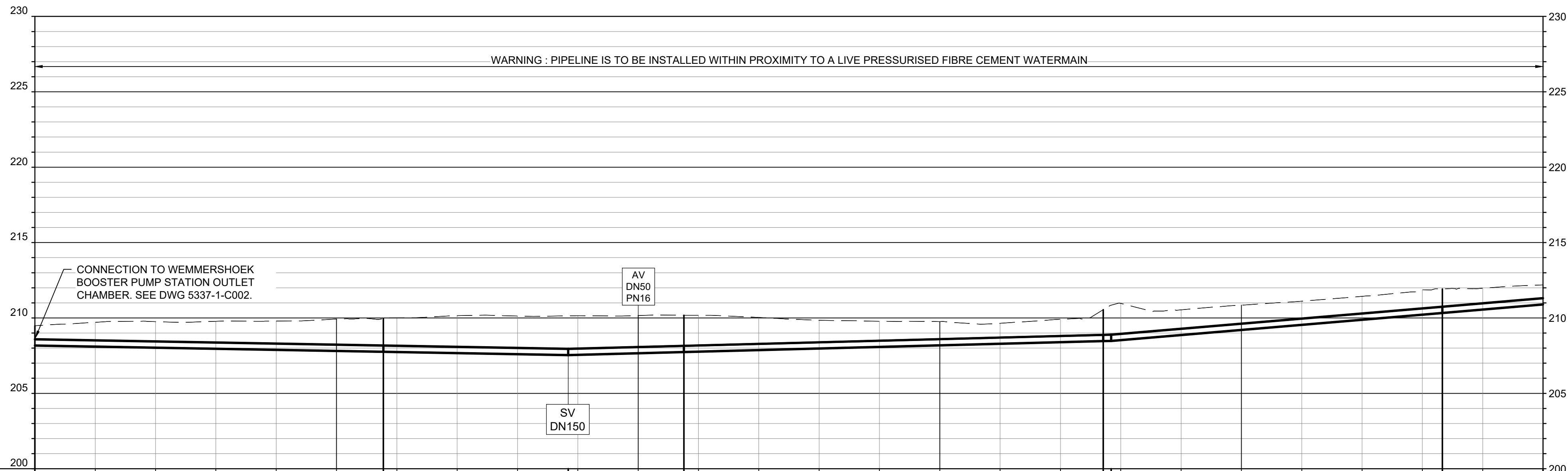
5. EXISTING SERVICES

The entire new pipeline runs in close proximate and parallel to the existing rising main currently supplying water to Franschhoek. There are various existing service along the R45 and Groendal area. Other existing services include crossing a railway and working close to an Eskom mini sub station.

BS



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA</div> <div>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE FACSIMILE +27 21 530 1800 +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div>© COPYRIGHT RESERVED</div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div>STELLENBOSCH MUNICIPALITY</div> <div>ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN LOCALITY PLAN</div>	ISSUED FOR TENDER		
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REV	NATURE OF REVISION	DATE	SIGNED	CHECKED	G. BOTHWELL							



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LONGSECTION SV 0 - 500

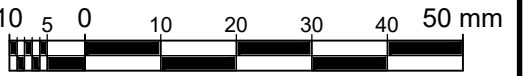
HORIZONTAL SCALE 1:1000

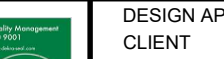
VERTICAL SCALE 1: 200

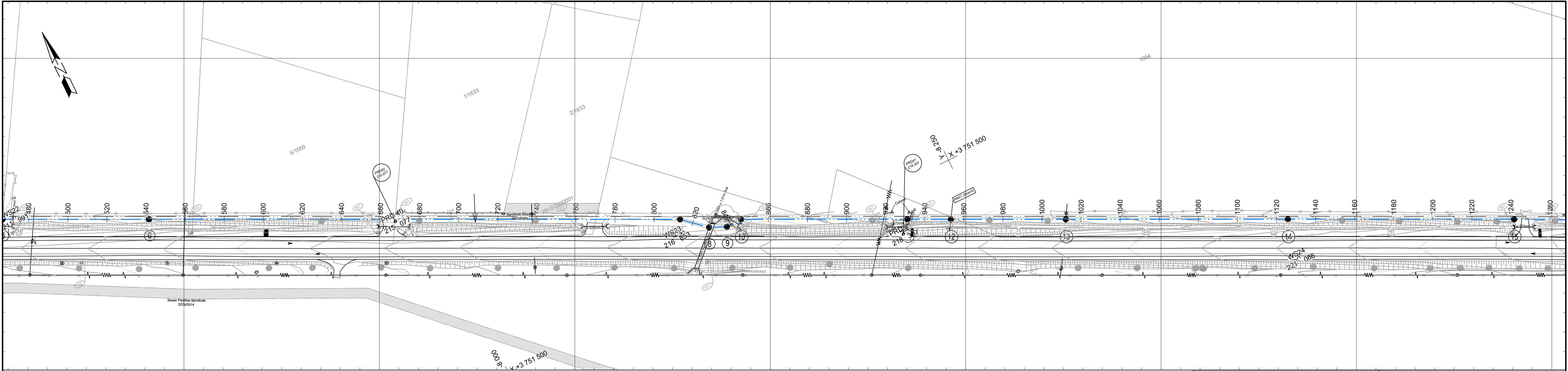
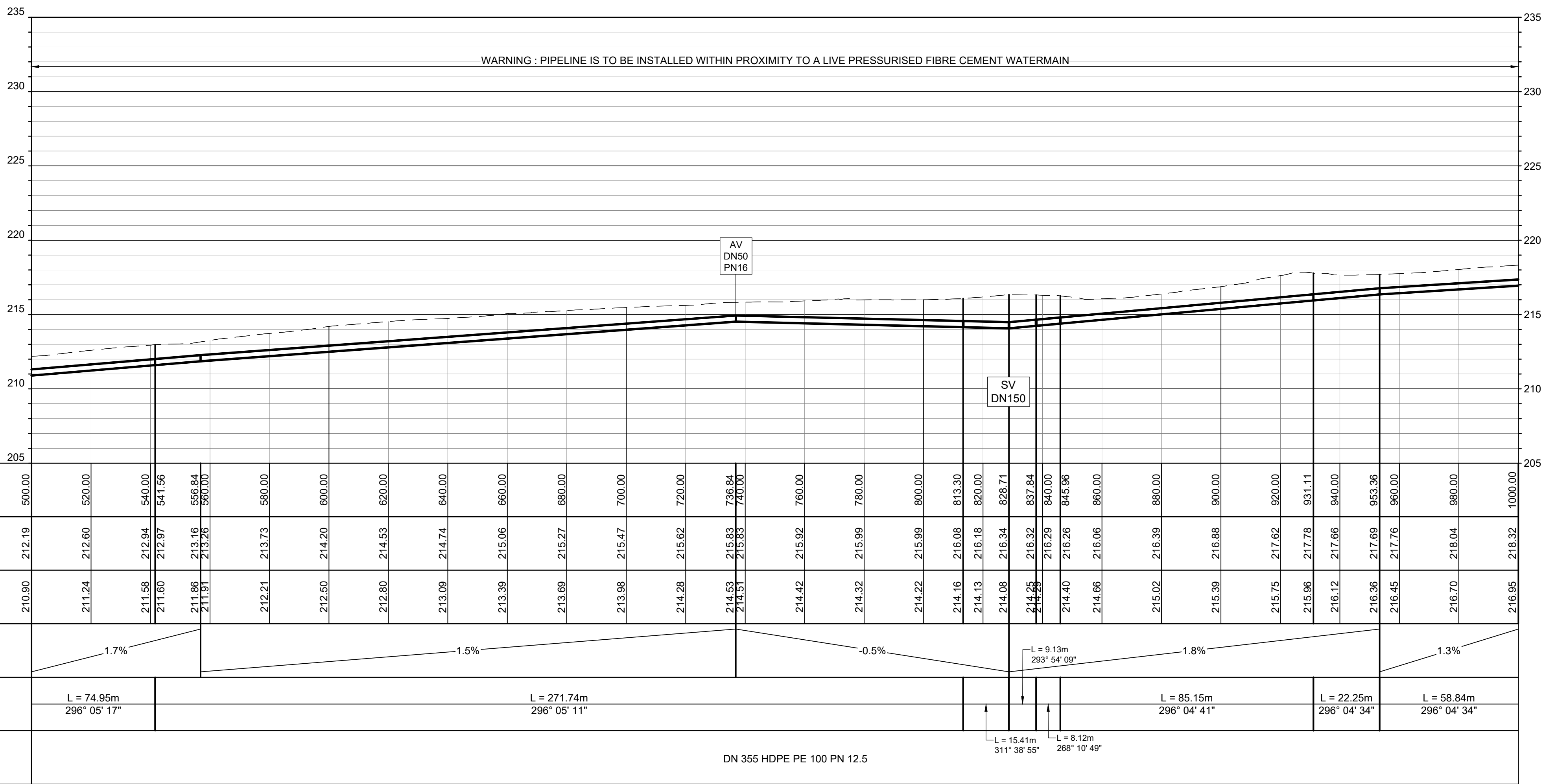
WATER		SEWER	
	PROPOSED WATERMAIN		EXISTING SEWER PIPES
	FUTURE OFF-TAKE		EXISTING SEWER MANHOLE
	WATERMAIN BY OTHERS		EXISTING STUB
	PROPOSED VALVES	STORMWATER	
	PROPOSED ENDCAP		PROPOSED STORMWATER PIPE
	PROPOSED BEND		PROPOSED HEADWALL
	EXISTING WATERMAIN	ELECTRICITY	
	EXISTING VALVES		EXISTING ELEC OVERHEAD
			EXISTING POLE OVERHEAD
			EXISTING LINE UNDERGROUND
			EXISTING LIGHT POLE
		TELKOM	
			COMMUNICATION INFRASTRUCTURE
		GENERAL	
			EXISTING FENCE

- NOTE :
- EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
 - FINAL ARRANGEMENT TO BE CONFIRMED BY CONTRACTOR WITH ENGINEER PRIOR TO ORDERING MATERIALS AND STARTING CONSTRUCTION.
 - COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 Lo19").
 - LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
 - CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.

REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001 5337-1-C002 5337-1-C003 5337-1-C005 5337-1-C006 5337-1-C007 5337-1-C008 5337-1-C009 5337-1-C010 5337-1-C011	LOCALITY PLAN CONNECTION DETAILS : WEMMERSHOEK BOOSTER CONNECTION DETAILS : WEMMERSHOEK RESERVOIR RISING MAIN : CHAINAGE 500 - 1000 RISING MAIN : CHAINAGE 1000 - 1500 RISING MAIN : CHAINAGE 1500 - 2000 RISING MAIN : CHAINAGE 2000 - 2500 RISING MAIN : CHAINAGE 2500 - 2900 RISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER SETTING OUT DATA



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA © COPYRIGHT RESERVED</div> <div>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 E-MAIL capetown@jgafrika.com</div> <div></div> <div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>STELLENBOSCH MUNICIPALITY ENGINEERING SERVICES DEPARTMENT</div>	CLIENT	PROJECT	CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES			ISSUED FOR TENDER		
				CHECKED	C. DU PREEZ					SHEET 1 OF 6	SCALE AS SHOWN	SIZE A1			
				DRAWN	T. SOLOMONS					CLIENT DRAWING No.					
A	ISSUED FOR TENDER	07-10-2024		CHECKED	G. BOTHWELL					JG AFRIKA (Pty) Ltd. DRAWING No 5337-1-C004				REVISION A	
REV	NATURE OF REVISION	DATE	SIGNED							DRAWING TITLE RISING MAIN CHAINAGE 0 - 500					



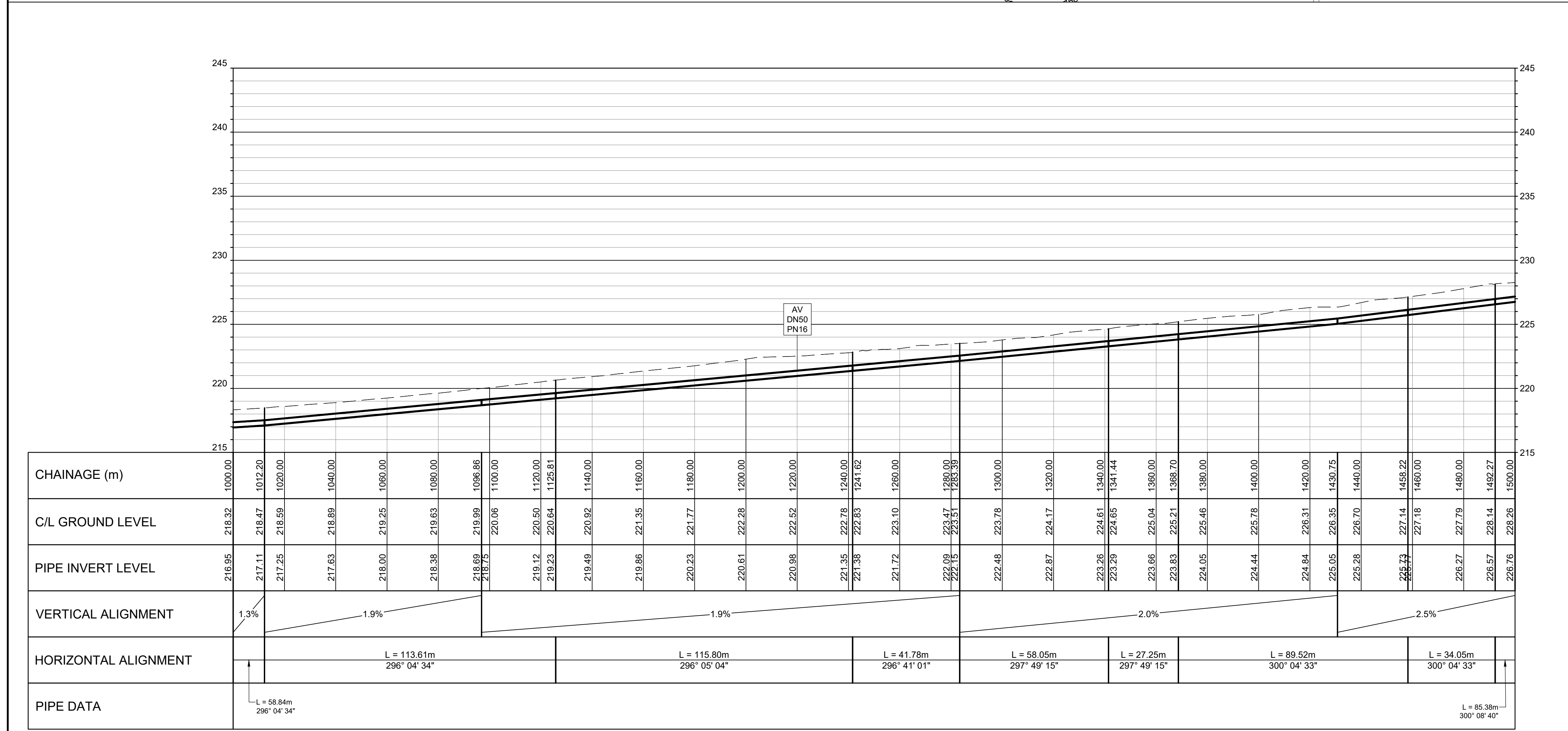
WATER		SEWER	
	PROPOSED WATERMAIN		EXISTING SEWER PIPES
	FUTURE OFF-TAKE		EXISTING SEWER MANHOLE
	WATERMAIN BY OTHERS		EXISTING STUB
	PROPOSED VALVES	STORMWATER	
	PROPOSED ENDCAP		PROPOSED STORMWATER PIPE
	PROPOSED BEND		PROPOSED HEADWALL
	EXISTING WATERMAIN	ELECTRICITY	
	EXISTING VALVES		EXISTING ELEC OVERHEAD
			EXISTING POLE OVERHEAD
			EXISTING LINE UNDERGROUND
			EXISTING LIGHT POLE
		TELKOM	
			COMMUNICATION INFRASTRUCTURE
		GENERAL	
			EXISTING FENCE

- NOTE :
- EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
 - FINAL ARRANGEMENT TO BE CONFIRMED BY CONTRACTOR WITH ENGINEER PRIOR TO ORDERING MATERIALS AND STARTING CONSTRUCTION.
 - COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°).
 - LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
 - CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.

REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001 5337-1-C002 5337-1-C003 5337-1-C004 5337-1-C006 5337-1-C007 5337-1-C008 5337-1-C009 5337-1-C010 5337-1-C011	LOCALITY PLAN CONNECTION DETAILS : WEMMERSHOEK BOOSTER CONNECTION DETAILS : WEMMERSHOEK RESERVOIR RISING MAIN : CHAINAGE 0 - 500 RISING MAIN : CHAINAGE 1000 - 1500 RISING MAIN : CHAINAGE 1500 - 2000 RISING MAIN : CHAINAGE 2000 - 2500 RISING MAIN : CHAINAGE 2500 - 2900 RISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER SETTING OUT DATA



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA</div> <div>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div></div> <div>© COPYRIGHT RESERVED</div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div>STELLENBOSCH MUNICIPALITY</div> <div>ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN CHAINAGE 500 - 1000</div>	ISSUED FOR TENDER		
			CHECKED	C. DU PREEZ	SHEET 2 OF 6					SCALE 1 : 1000	SIZE A1	
			DRAWN	T. SOLOMONS	CLIENT DRAWING No.							
A	ISSUED FOR TENDER	07-10-2024			JG AFRIKA (Pty) Ltd. DRAWING No. 5337-1-C005					REVISION A		
REV	NATURE OF REVISION	DATE	SIGNED	CHECKED	G. BOTHWELL							

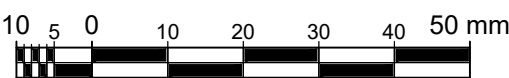


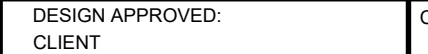
WATER		SEWER	
	PROPOSED WATERMAIN		EXISTING SEWER PIPES
	FUTURE OFF-TAKE		EXISTING SEWER MANHOLE
	WATERMAIN BY OTHERS		EXISTING STUB
	PROPOSED VALVES	STORMWATER	
	PROPOSED ENDCAP		PROPOSED STORMWATER PIPE
	PROPOSED BEND		PROPOSED HEADWALL
	EXISTING WATERMAIN	ELECTRICITY	
	EXISTING VALVES		EXISTING ELEC OVERHEAD
			EXISTING POLE OVERHEAD
			EXISTING LINE UNDERGROUND
			EXISTING LIGHT POLE
		TELKOM	
			COMMUNICATION INFRASTRUCTURE
		GENERAL	
			EXISTING FENCE

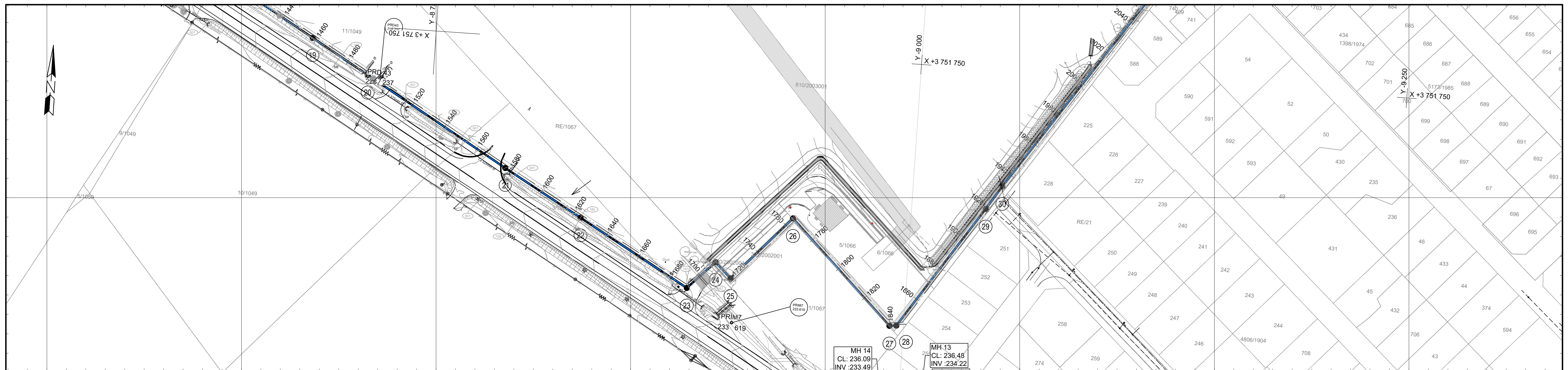
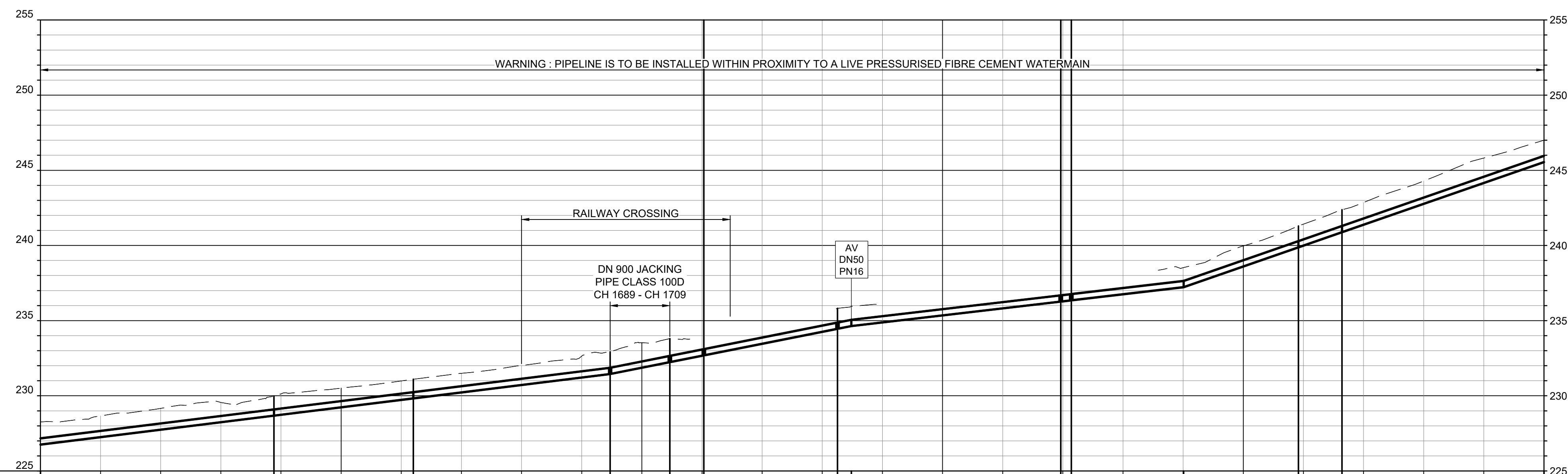
NOTE:

1. EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
2. FINAL ARRANGEMENT TO BE CONFIRMED BY CONTRACTOR WITH ENGINEER PRIOR TO ORDERING MATERIALS AND STARTING CONSTRUCTION.
3. COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°).
4. LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
5. CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.
6. ALL VALVES TO BE IN ACCORDANCE WITH W4-U-001 ATTACHED.

REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001	LOCALITY PLAN
	5337-1-C002	CONNECTION DETAILS : WEMMERSHOEK BOOSTER
	5337-1-C003	CONNECTION DETAILS : WEMMERSHOEK RESERVOIR
	5337-1-C004	RIISING MAIN : CHAINAGE 0 - 500
	5337-1-C005	RIISING MAIN : CHAINAGE 500 - 1000
	5337-1-C007	RIISING MAIN : CHAINAGE 1500 - 2000
	5337-1-C008	RIISING MAIN : CHAINAGE 2000 - 2500
	5337-1-C009	RIISING MAIN : CHAINAGE 2500 - 2900
	5337-1-C010	RIISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER
	5337-1-C011	SETTING OUT DATA



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA 14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div></div> <div>© COPYRIGHT RESERVED</div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div>STELLENBOSCH MUNICIPALITY ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN CHAINAGE 1000 - 1500</div>	ISSUED FOR TENDER			
			CHECKED	C. DU PREEZ							SHEET 3 OF 6	SCALE 1 : 1000	SIZE A1
			DRAWN	T. SOLOMONS									
A	ISSUED FOR TENDER	07-10-2024		CHECKED	G. BOTHWELL							CLIENT DRAWING No. JG AFRIKA (Pty) Ltd. DRAWING No 5337-1-C006	
REV	NATURE OF REVISION	DATE	SIGNED										



CHAINAGE (m)	229.00	1500.00	1520.00	1540.00	1560.00	1577.65	1580.00	1600.00	1620.00	1624.02	1640.00	1660.00	1680.00	1689.46	1700.00	1709.31	1720.00	1720.60	1740.00	1760.00	1765.06	1769.68	1780.00	1800.00	1820.00	1839.29	1840.00	1842.81	1860.00	1880.00	1880.17	1900.00	1918.35	1920.00	1932.81	1940.00	1960.00	1980.00	2000.00											
C/L GROUND LEVEL	228.26	228.66	229.17	229.56	229.98	230.13	230.51	230.99	231.10	231.50	232.02	232.64	232.93	233.53	233.89	234.67	232.70	233.47	234.26	234.46	235.62	235.95	234.89	235.35	235.82	236.36	236.76	237.23	237.23	238.52	238.63	239.97	241.30	241.42	242.38	242.86	244.29	245.82	247.00											
PIPE INVERT LEVEL	226.76	227.26	227.75	228.25	228.68	228.83	229.24	229.74	229.84	230.23	230.73	231.22	231.46	231.88	232.25	232.67	232.70	233.47	234.26	234.46	235.62	235.95	234.89	235.35	235.82	236.36	236.76	237.23	237.23	238.52	238.63	239.97	241.30	241.42	242.38	242.86	244.29	245.82	247.00											
VERTICAL ALIGNMENT	<div><div></div><div>2.5%</div></div>										<div><div></div><div>4.0%</div></div>										<div><div></div><div>2.3%</div></div>										<div><div></div><div>6.9%</div></div>																			
HORIZONTAL ALIGNMENT	L = 85.38m 300° 08' 40"					L = 46.37m 299° 30' 16"					L = 65.44m 299° 30' 16"					L = 19.85m 224° 18' 58"					L = 11.29m 222° 13' 09"					L = 44.46m 314° 08' 42"					L = 3.51m 263° 48' 00"					L = 75.54m 213° 30' 32"					L = 14.46m 212° 23' 55"					L = 137.67m 214° 07' 00"				
PIPE DATA	DN 355 HOPE PE 100 PN 12.5																																																	

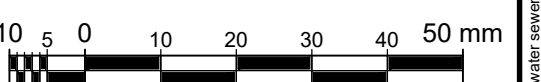
LONGSECTION SV 1 500 - 2 000

HORIZONTAL SCALE 1:1000
VERTICAL SCALE 1: 200

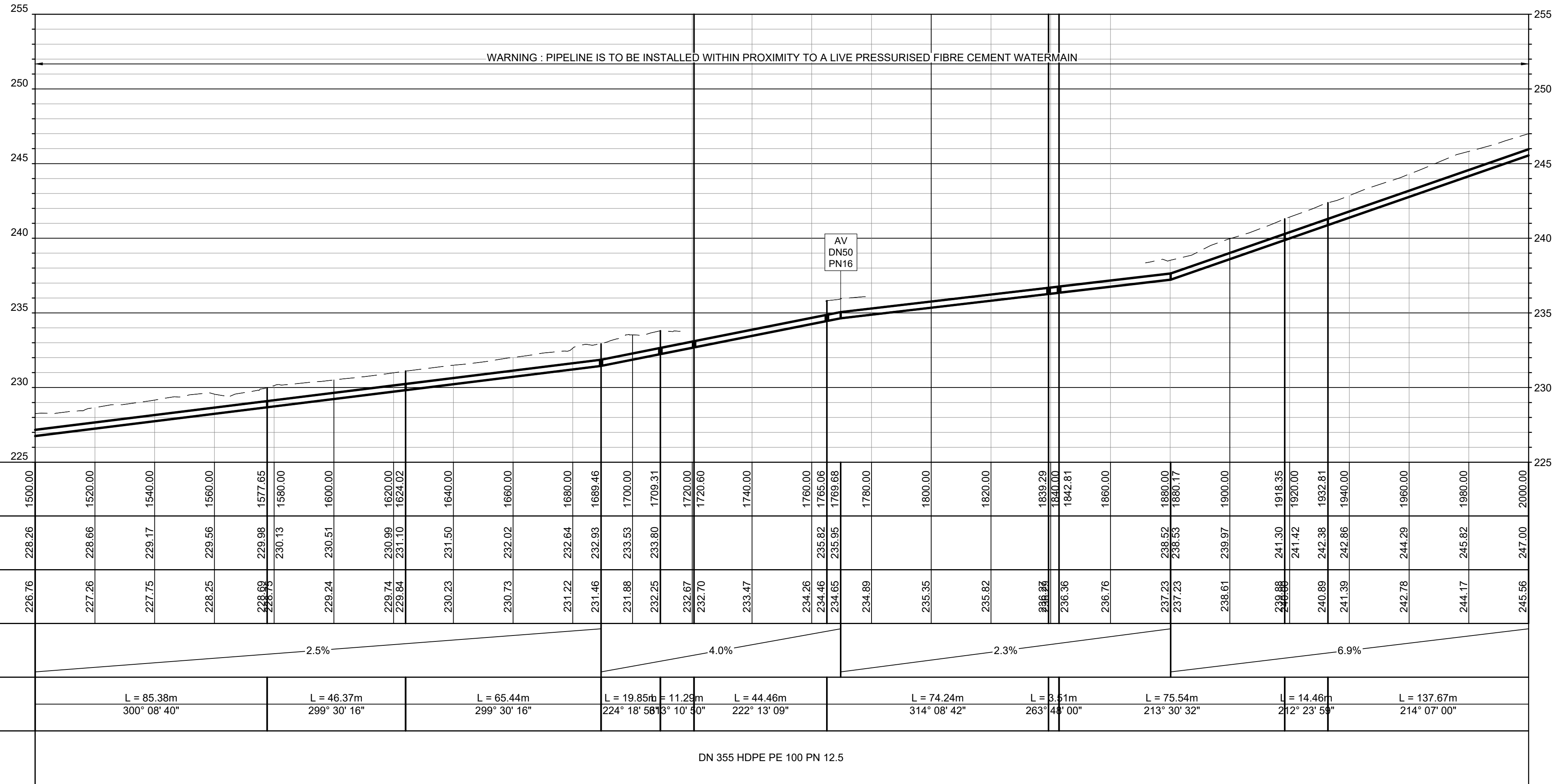
WATER		SEWER	
	PROPOSED WATERMAIN		EXISTING SEWER PIPES
	FUTURE OFF-TAKE		EXISTING SEWER MANHOLE
	WATERMAIN BY OTHERS		EXISTING STUB
	PROPOSED VALVES	STORMWATER	
	PROPOSED ENDCAP		
	PROPOSED BEND		PROPOSED STORMWATER PIPE
	EXISTING WATERMAIN		PROPOSED HEADWALL
	EXISTING VALVES	ELECTRICITY	
TELKOM			EXISTING ELEC OVERHEAD
			EXISTING POLE OVERHEAD
			EXISTING LINE UNDERGROUND
			EXISTING LIGHT POLE
GENERAL			COMMUNICATION INFRASTRUCTURE
			EXISTING FENCE

- NOTE :
1. EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
 2. FINAL ARRANGEMENT TO BE CONFIRMED BY CONTRACTOR WITH ENGINEER PRIOR TO ORDERING MATERIALS AND STARTING CONSTRUCTION.
 3. COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 LOT3)
 4. LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
 5. CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.

REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001	LOCALITY PLAN
	5337-1-C002	CONNECTION DETAILS : WEMMERSHOEK BOOSTER
	5337-1-C003	CONNECTION DETAILS : WEMMERSHOEK RESERVOIR
	5337-1-C004	RIISING MAIN : CHAINAGE 0 - 500
	5337-1-C005	RIISING MAIN : CHAINAGE 500 - 1000
	5337-1-C006	RIISING MAIN : CHAINAGE 1000 - 1500
	5337-1-C007	RIISING MAIN : CHAINAGE 2000 - 2500
	5337-1-C009	RIISING MAIN : CHAINAGE 2500 - 2900
	5337-1-C010	RIISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER
5337-1-C011	SETTLING QUIT DATA	



				DESIGNED	T. SOLOMONS	DESIGN APPROVED: JG AFRIKA (Pty) Ltd	 JG AFRIKA 14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com	DESIGN APPROVED: CLIENT	CLIENT	 STELLENBOSCH MUNICIPALITY ENGINEERING SERVICES DEPARTMENT	PROJECT	CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES			ISSUED FOR TENDER			
				CHECKED	C. DU PREEZ	D PETERSEN NAME		NAME	NAME			DRAWING TITLE	SHEET 4 OF 6			SCALE 1 : 1000	SIZE A1	
				DRAWN	T. SOLOMONS	SIGNATURE		SIGNATURE	SIGNATURE				RISING MAIN			CLIENT DRAWING No.		
A	ISSUED FOR TENDER	07-10-2024		CHECKED	G. BOTHWELL	07 OCTOBER 2024 DATE		DATE	DATE				CHAINAGE 1500 - 2000			JG AFRIKA (Pty) Ltd. Drawing No 5337-1-C007		



WATER

- PROPOSED WATERMAIN
- FUTURE OFF-TAKE
- WATERMAIN BY OTHERS
- PROPOSED VALVES
- PROPOSED ENDCAP
- PROPOSED BEND
- EXISTING WATERMAIN
- EXISTING VALVES

SEWER

- EXISTING SEWER PIPES
- EXISTING SEWER MANHOLE
- EXISTING STUB

STORMWATER

- PROPOSED STORMWATER PIPE
- PROPOSED HEADWALL

ELECTRICITY

- EXISTING ELEC OVERHEAD
- EXISTING POLE OVERHEAD
- EXISTING LINE UNDERGROUND
- EXISTING LIGHT POLE

TELKOM

- COMMUNICATION INFRASTRUCTURE

GENERAL

- EXISTING FENCE

- NOTE :
- EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
 - FINAL ARRANGEMENT TO BE CONFIRMED BY CONTRACTOR WITH ENGINEER PRIOR TO ORDERING MATERIALS AND STARTING CONSTRUCTION.
 - COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°).
 - LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
 - CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.

REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001 5337-1-C002 5337-1-C003 5337-1-C004 5337-1-C005 5337-1-C006 5337-1-C007 5337-1-C009 5337-1-C010 5337-1-C011	LOCALITY PLAN CONNECTION DETAILS : WEMMERSHOEK BOOSTER CONNECTION DETAILS : WEMMERSHOEK RESERVOIR RISING MAIN : CHAINAGE 0 - 500 RISING MAIN : CHAINAGE 500 - 1000 RISING MAIN : CHAINAGE 1000 - 1500 RISING MAIN : CHAINAGE 1500 - 2000 RISING MAIN : CHAINAGE 2000 - 2500 RISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER SETTING OUT DATA



DESIGNED	T. SOLOMONS
CHECKED	C. DU PREEZ
DRAWN	T. SOLOMONS
CHECKED	G. BOTHWELL

DESIGN APPROVED:	JG AFRIKA (Pty) Ltd
NAME	D PETERSEN
SIGNATURE	
DATE	07 OCTOBER 2024

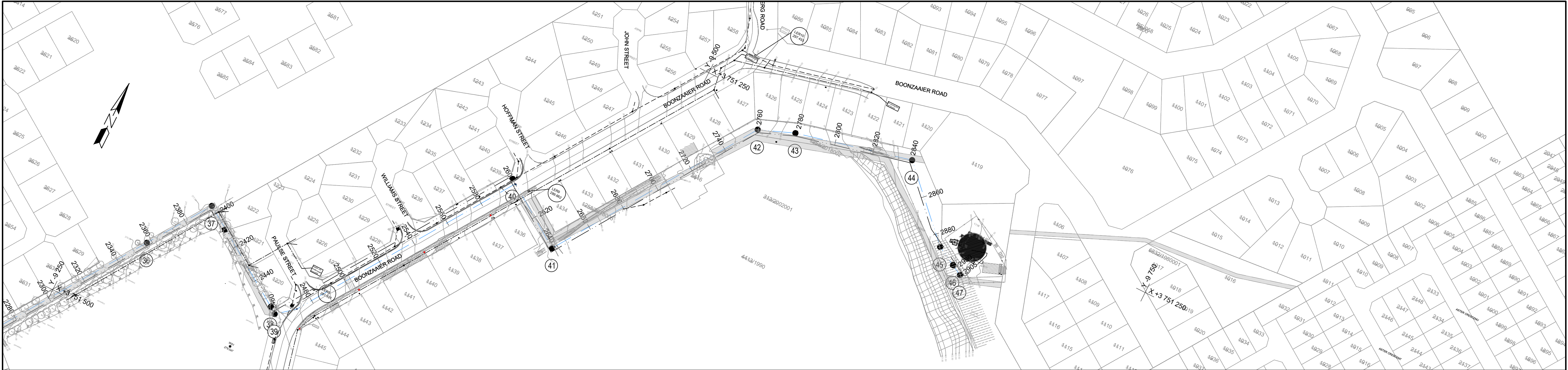
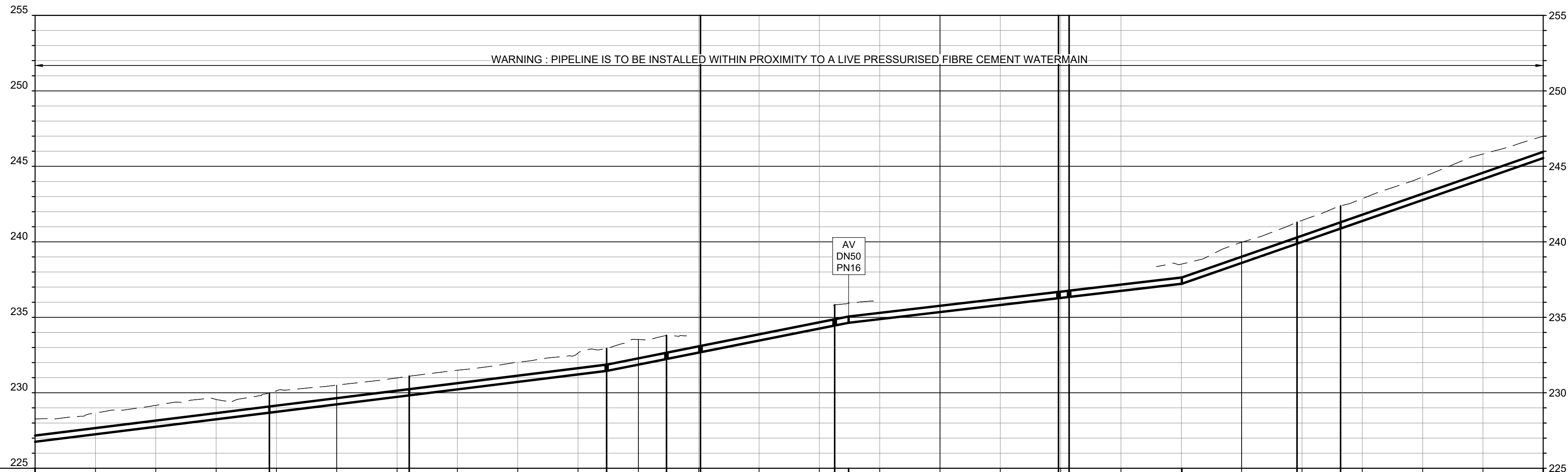
14 CENTRAL SQUARE
PINELANDS
7405
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PINELANDS
7430
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+27 21 530 1800
E-MAIL
capetown@jgafrika.com

FACSIMILE
+27 21 532 0950

DESIGN APPROVED:	CLIENT
NAME	
SIGNATURE	
DATE	

CLIENT	CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES
DRAWING TITLE	RISING MAIN CHAINAGE 2000 - 2500

ISSUED FOR TENDER	
SHEET 5 OF 6	SCALE 1 : 1000
CLIENT DRAWING No.	REVISION A
JG AFRIKA (Pty) Ltd. DRAWING No.	5337-1-C008



CHAINAGE (m)	1500.00	1520.00	1540.00	1560.00	1577.65	1580.00	1600.00	1620.00	1624.02	1640.00	1660.00	1680.00	1689.46	1700.00	1709.31	1720.00	1720.60	1740.00	1760.00	1765.06	1769.68	1780.00	1800.00	1820.00	1839.29	1840.00	1842.81	1860.00	1880.00	1880.17	1900.00	1918.35	1920.00	1932.81	1940.00	1960.00	1980.00	2000.00																	
C/L GROUND LEVEL	228.26	228.66	229.17	229.56	229.98	230.13	230.51	230.99	231.10	231.50	232.02	232.64	232.93	233.53	233.80	234.00	234.06	233.47	234.26	235.82	235.95	236.00	235.35	235.82	236.29	236.36	236.76	237.23	237.23	238.52	238.53	239.97	241.30	241.42	242.38	242.86	244.29	245.82	247.00																
PIPE INVERT LEVEL	226.76	227.26	227.75	228.25	228.69	228.79	229.24	229.74	229.84	230.23	230.73	231.22	231.46	231.88	232.25	232.67	232.70	233.47	234.26	234.46	234.65	234.89	235.35	235.82	236.29	236.36	236.76	237.23	237.23	238.52	238.53	239.97	241.30	241.42	242.38	242.86	244.29	245.82	247.00																
VERTICAL ALIGNMENT	2.5%												4.0%					2.3%										6.9%																											
HORIZONTAL ALIGNMENT	L = 85.38m 300° 08' 40"					L = 46.37m 299° 30' 16"					L = 65.44m 299° 30' 16"					L = 19.85m 224° 18' 58"					L = 11.23m 222° 13' 09"					L = 44.46m 222° 13' 09"					L = 74.24m 314° 08' 42"					L = 3.51m 263° 44' 00"					L = 75.54m 213° 30' 32"					L = 14.46m 212° 23' 58"					L = 137.67m 214° 07' 00"				
PIPE DATA	DN 355 HDPE PE 100 PN 12.5																																																						

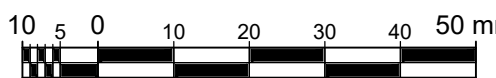
LONGSECTION SV 1 500 - 2 000

HORIZONTAL SCALE 1:1000
VERTICAL SCALE 1: 200

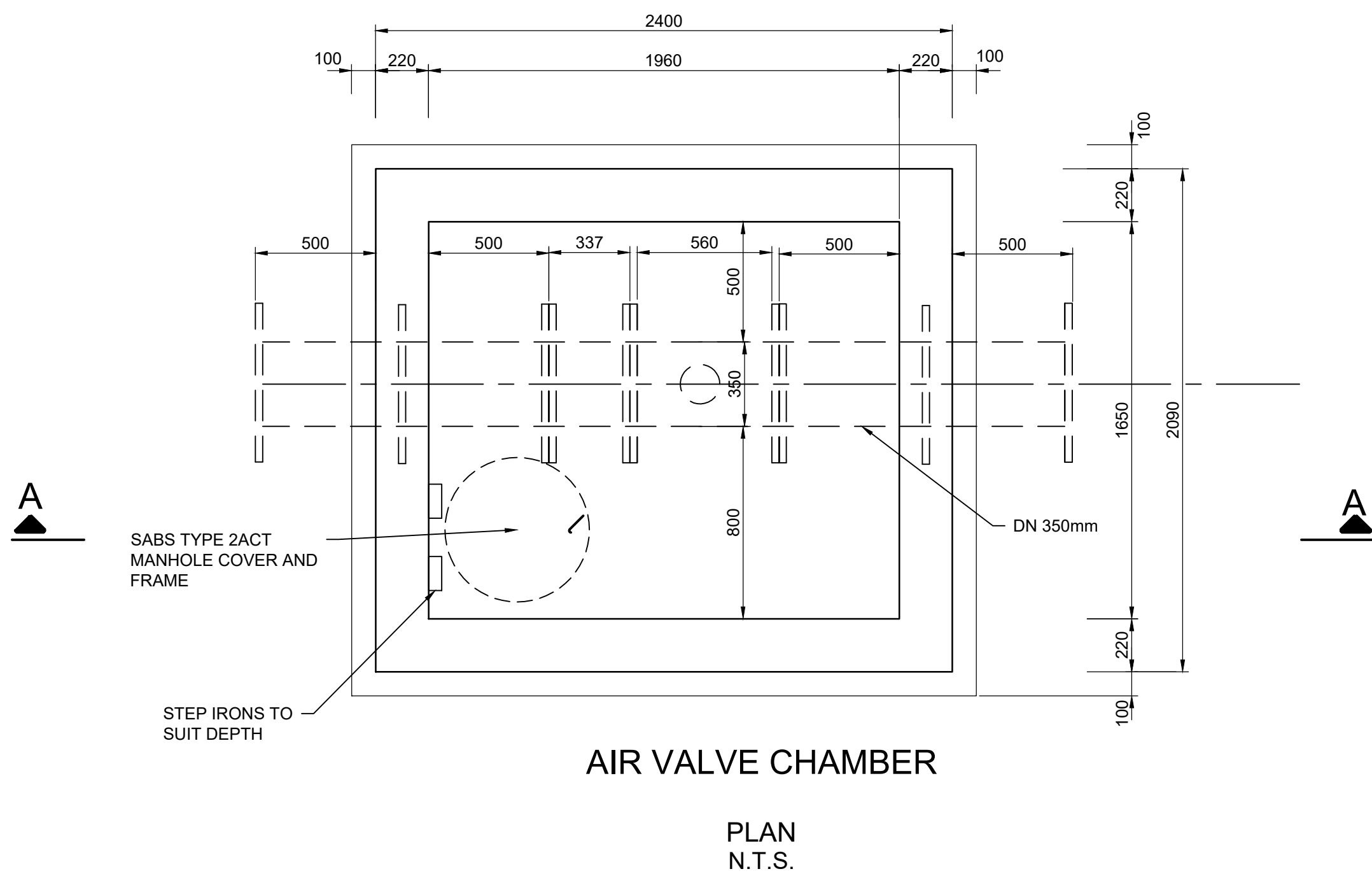
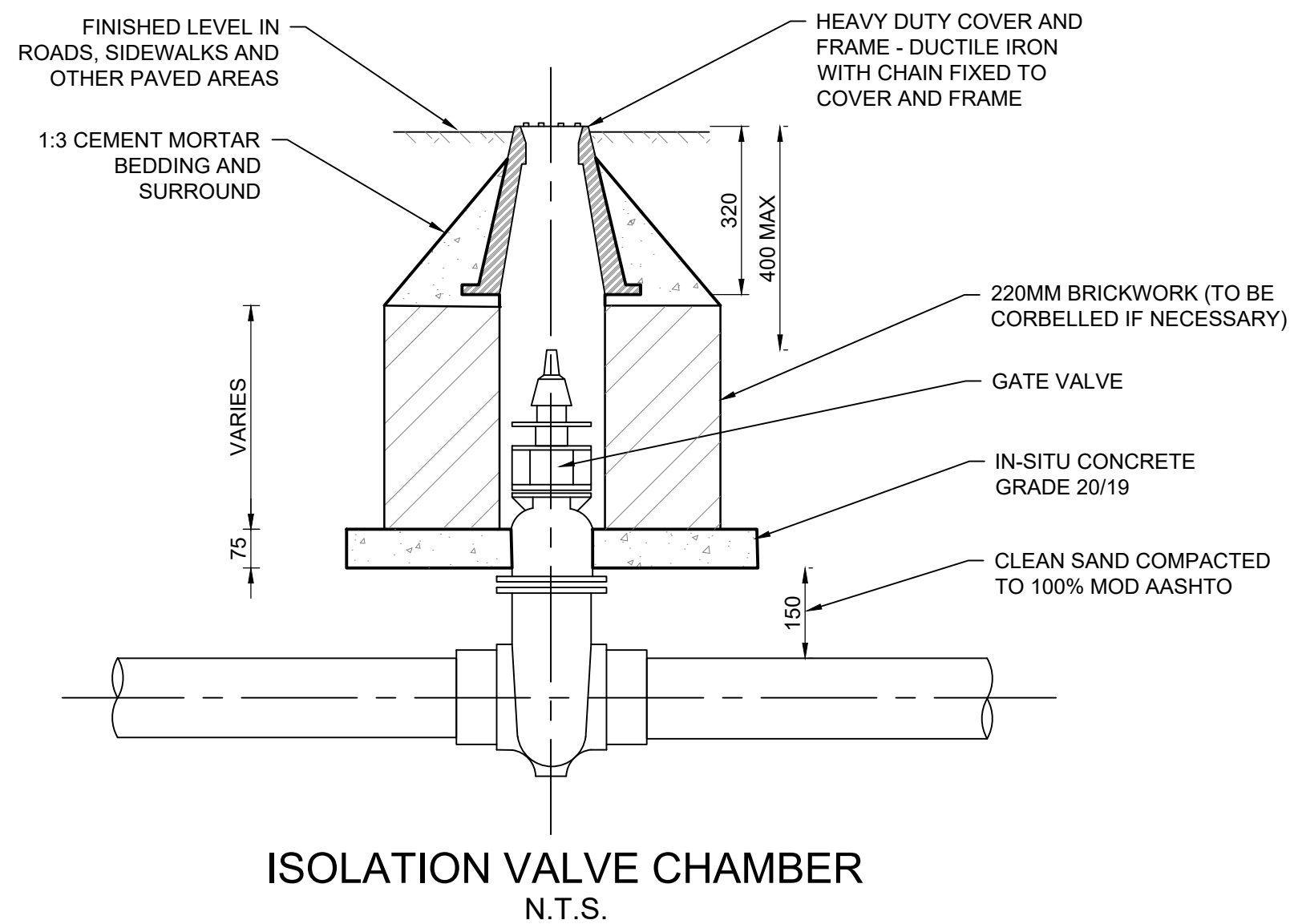
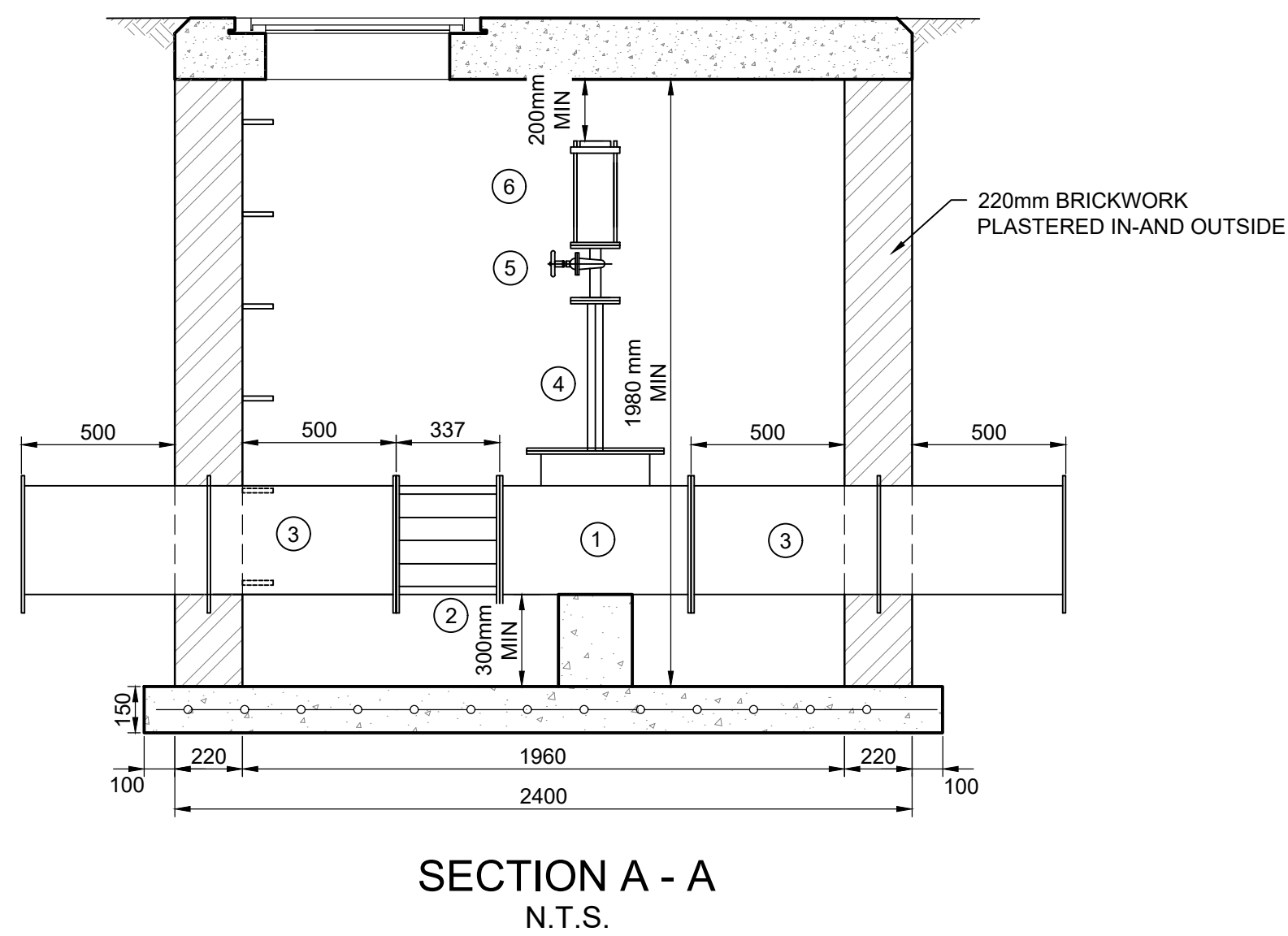
WATER		SEWER	
	PROPOSED WATERMAIN		EXISTING SEWER PIPES
	FUTURE OFF-TAKE		EXISTING SEWER MANHOLE
	WATERMAIN BY OTHERS		EXISTING STUB
	PROPOSED VALVES	STORMWATER	
	PROPOSED ENDCAP		PROPOSED STORMWATER PIPE
	PROPOSED BEND		PROPOSED HEADWALL
	EXISTING WATERMAIN	ELECTRICITY	
	EXISTING VALVES		EXISTING ELEC OVERHEAD
			EXISTING POLE OVERHEAD
			EXISTING LINE UNDERGROUND
			EXISTING LIGHT POLE
		TELKOM	
			COMMUNICATION INFRASTRUCTURE
		GENERAL	
			EXISTING FENCE

- NOTE :
- EXISTING PIPE WORK AT TIE-IN POINTS TO BE EXPOSED AND VERIFIED.
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 - COORDINATES ARE GIVEN TO HARTEBEESTHOEK 94 DATUM (WGS84 Ls19°).
 - LEVELS ARE IN METRES FROM MEAN SEA LEVEL.
 - CONTRACTOR TO CONFIRM ALL SERVICES BY HAND EXCAVATION.

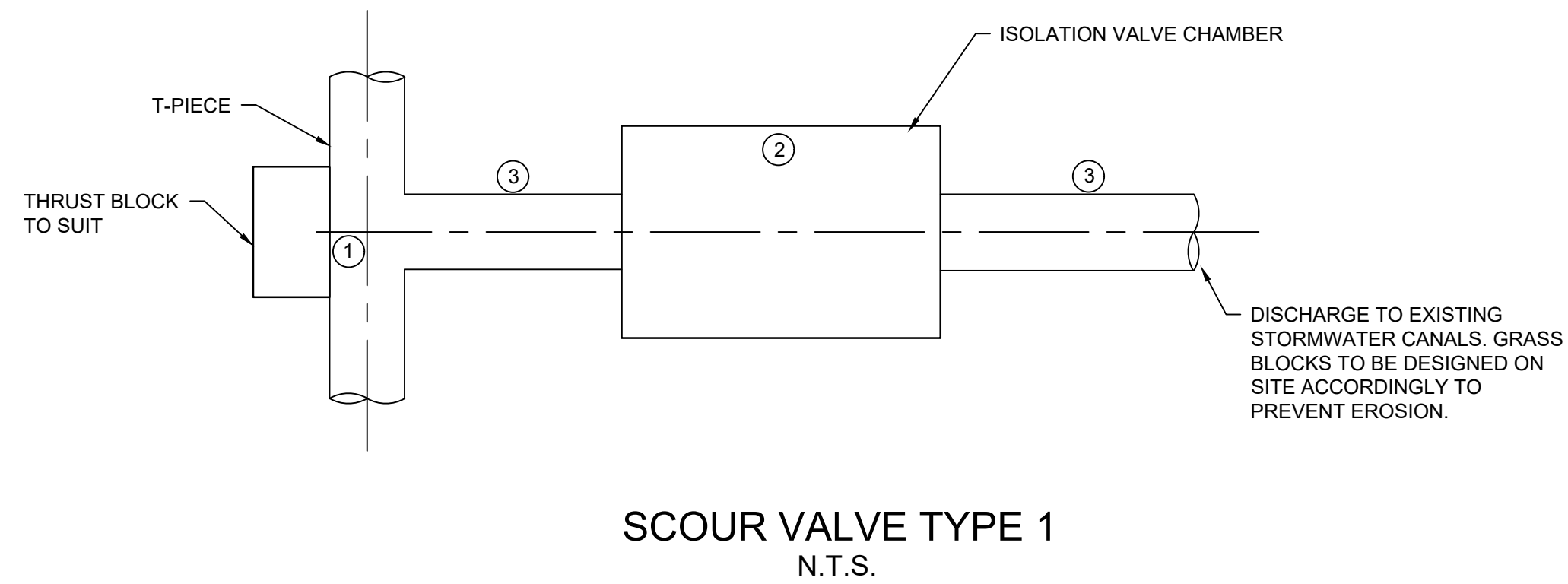
REF. DRAWINGS	DRWG. No.'s	DESCRIPTION
	5337-1-C001 5337-1-C002 5337-1-C003 5337-1-C004 5337-1-C005 5337-1-C006 5337-1-C007 5337-1-C008 5337-1-C010 5337-1-C011	LOCALITY PLAN CONNECTION DETAILS : WEMMERSHOEK BOOSTER CONNECTION DETAILS : WEMMERSHOEK RESERVOIR RISING MAIN : CHAINAGE 0 - 500 RISING MAIN : CHAINAGE 500 - 1000 RISING MAIN : CHAINAGE 1000 - 1500 RISING MAIN : CHAINAGE 1500 - 2000 RISING MAIN : CHAINAGE 2000 - 2500 RISING MAIN : AIR VALVE & SCOUR VALVE CHAMBER SETTING OUT DATA



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA © COPYRIGHT RESERVED</div> <div>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div></div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div>STELLENBOSCH MUNICIPALITY ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN CHAINAGE 2500 - 2900</div>	ISSUED FOR TENDER		
			CHECKED	C. DU PREEZ	SHEET 6 OF 6					SCALE 1 : 1000	SIZE A1	
			DRAWN	T. SOLOMONS	CLIENT DRAWING No.							
A	ISSUED FOR TENDER	07-10-2024		CHECKED	G. BOTHWELL					JG AFRIKA (Pty) Ltd. DRAWING No 5337-1-C009		
REV	NATURE OF REVISION	DATE	SIGNED									



ITEM	QTY	DESCRIPTION
1	1	DN 350 x 150mm FLANGED MS T-PIECE
2	1	VJ DISMANTLING JOINT
3	2	DN 350 MS PUDDLE PIPE FBE 1220 F/F
4	1	DN 50 MS RISER PIPE FBE 500 F/F
5	1	DN 50 FLANGED GATE VALVE
6	1	DN 50 RBX AIR VALVE



- ① DN 355 x 150 MS TEE
② DN 150 ISOLATION VALVE
③ DN 150 HDPE PIPE, LENGTH TO BE DETERMINED ON SITE



				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div>JG AFRIKA</div> <div>© COPYRIGHT RESERVED</div>	<div>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE FACSIMILE +27 21 530 1800 +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div></div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div>STELLENBOSCH MUNICIPALITY</div> <div>ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN AIR VALVE & SCOUR VALVE CHAMBER</div>	ISSUED FOR TENDER		
			CHECKED	C. DU PREEZ	SHEET 1 OF 1						SCALE AS SHOWN	SIZE A1	
			DRAWN	T. SOLOMONS	CLIENT DRAWING No.								
A	ISSUED FOR TENDER	07-10-2024											
REV	NATURE OF REVISION	DATE	SIGNED	CHECKED	G. BOTHWELL	JG AFRIKA (Pty) Ltd. DRAWING No. 5337-1-C010			REVISION A				

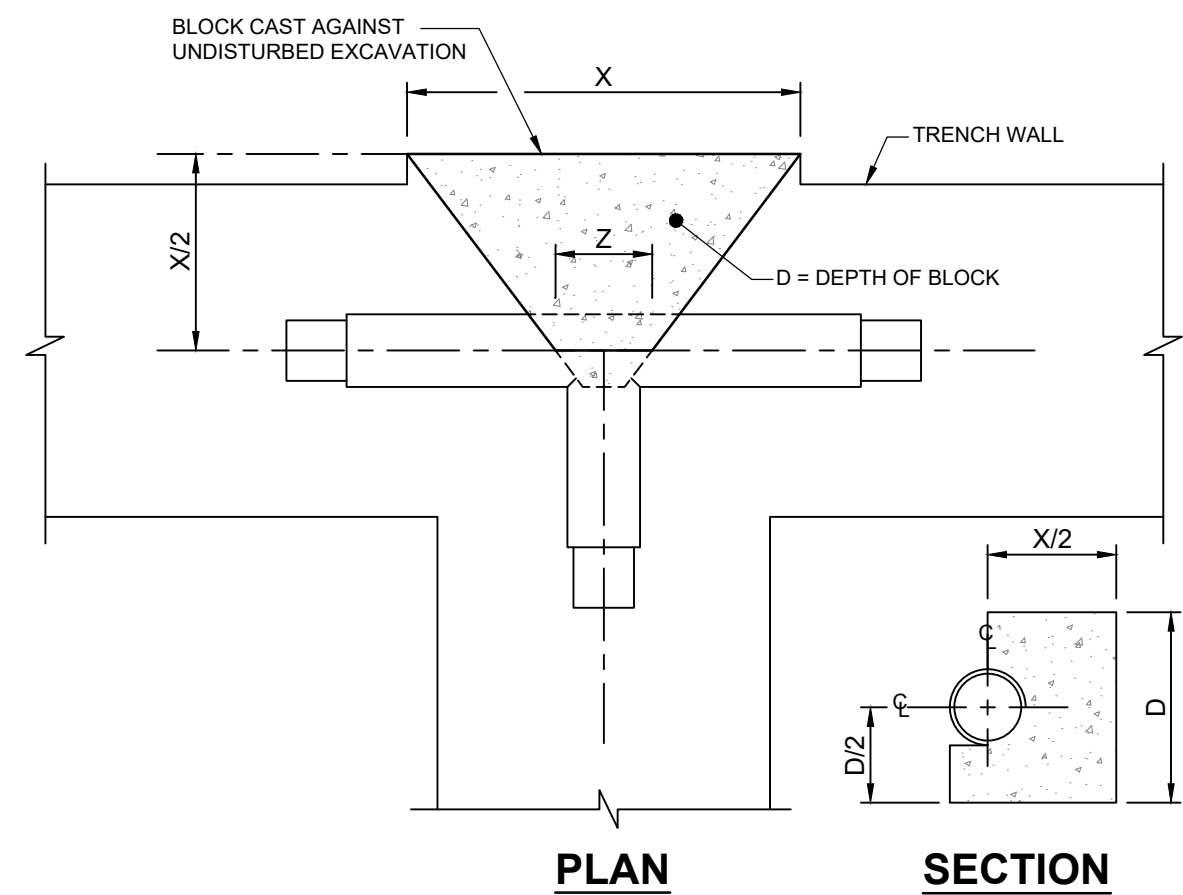
SETTING OUT COORDINATES OF RISING MAIN HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°)		
POINT	Y-COORDINATE	X-COORDINATE
1	-7 382.855	3 751 109.308
2	-7 486.585	3 751 160.114
3	-7 576.142	3 751 203.894
4	-7 701.031	3 751 264.944
5	-7 801.991	3 751 314.368
6	-7 869.302	3 751 347.326
7	-8 113.361	3 751 466.818
8	-8 124.880	3 751 477.061
9	-8 133.228	3 751 480.762
10	-8 141.341	3 751 480.504
11	-8 217.825	3 751 517.936
12	-8 237.807	3 751 527.715
13	-8 290.657	3 751 553.579
14	-8 392.706	3 751 603.519
15	-8 496.714	3 751 654.437
16	-8 534.042	3 751 673.198
17	-8 585.383	3 751 700.291
18	-8 609.486	3 751 713.010
19	-8 686.952	3 751 757.872
20	-8 716.422	3 751 774.939

SETTING OUT COORDINATES OF RISING MAIN HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°)		
POINT	Y-COORDINATE	X-COORDINATE
21	-8 790.257	3 751 817.816
22	-8 830.613	3 751 840.652
23	-8 887.564	3 751 872.879
24	-8 901.433	3 751 858.676
25	-8 909.663	3 751 866.399
26	-8 939.541	3 751 833.471
27	-8 992.810	3 751 885.174
28	-8 996.304	3 751 884.795
29	-9 038.009	3 751 821.807
30	-9 045.757	3 751 809.597
31	-9 122.974	3 751 695.620
32	-9 129.510	3 751 686.020
33	-9 130.639	3 751 683.383
34	-9 175.732	3 751 615.996
35	-9 199.940	3 751 579.820
36	-9 282.197	3 751 456.897
37	-9 303.474	3 751 425.101
38	-9 353.610	3 751 457.638
39	-9 357.020	3 751 460.019
40	-9 434.840	3 751 343.574

SETTING OUT COORDINATES OF RISING MAIN HARTEBEESTHOEK 94 DATUM (WGS84 Lo19°)		
POINT	Y-COORDINATE	X-COORDINATE
41	-9 468.695	3 751 366.194
42	-9 535.460	3 751 264.729
43	-9 553.515	3 751 257.659
44	-9 613.058	3 751 243.141
45	-9 645.784	3 751 276.319
46	-9 655.807	3 751 281.687
47	-9 661.335	3 751 284.649

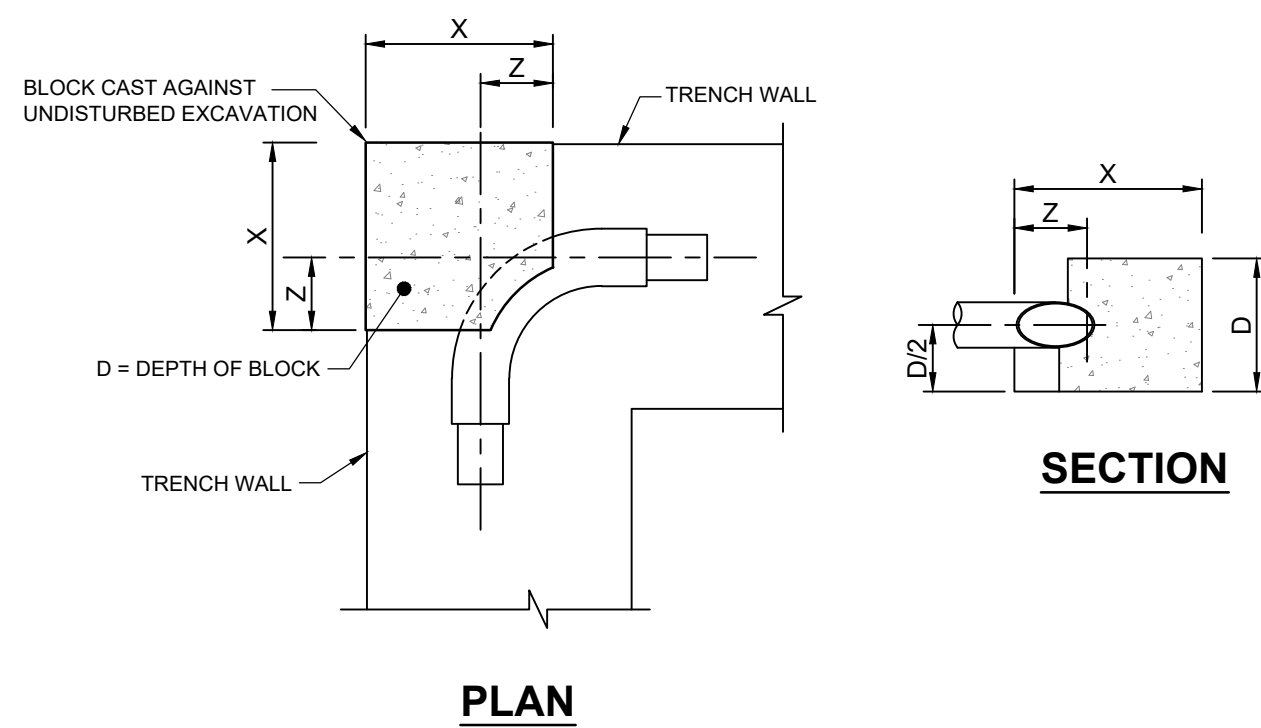


				DESIGNED	T. SOLOMONS	<div>DESIGN APPROVED: JG AFRIKA (Pty) Ltd D PETERSEN NAME</div> <div> 14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com</div> <div>© COPYRIGHT RESERVED</div>	<div>DESIGN APPROVED: CLIENT</div> <div>NAME</div> <div>SIGNATURE</div> <div>DATE</div>	<div>CLIENT</div> <div> STELLENBOSCH MUNICIPALITY ENGINEERING SERVICES DEPARTMENT</div>	<div>PROJECT</div> <div>CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES</div> <div>DRAWING TITLE</div> <div>RISING MAIN SETTING OUT DATA</div>	ISSUED FOR TENDER		
			CHECKED	C. DU PREEZ	SHEET 1 OF 1					SCALE 1 : 1000	SIZE A1	
			DRAWN	T. SOLOMONS	CLIENT DRAWING No.							
A	ISSUED FOR TENDER	07-10-2024										
REV	NATURE OF REVISION	DATE	SIGNED	CHECKED	G. BOTHWELL	DATE	07 OCTOBER 2024	JG AFRIKA (Pty) Ltd. DRAWING No. 5337-1-C011	REVISION A			



PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	1700	1000	500	1.70	0.94
300	1500	850	375	1.25	0.60
250	1400	650	350	0.87	0.40
200	1100	550	325	0.55	0.22
150	800	400	275	0.30	0.09
100	450	350	175	0.14	0.02

**THRUST BLOCK IN PRESSURE
PIPELINES FOR TEES**
SCALE 1:25



PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	1700	1000	500	1.70	2.89
300	1500	850	375	1.25	1.91
250	1400	650	350	0.87	1.27
200	1100	550	325	0.55	0.67
150	800	400	275	0.31	0.26
100	450	350	175	0.14	0.07

**THRUST BLOCK IN PRESSURE
PIPELINES FOR 90° BENDS**
SCALE 1:25

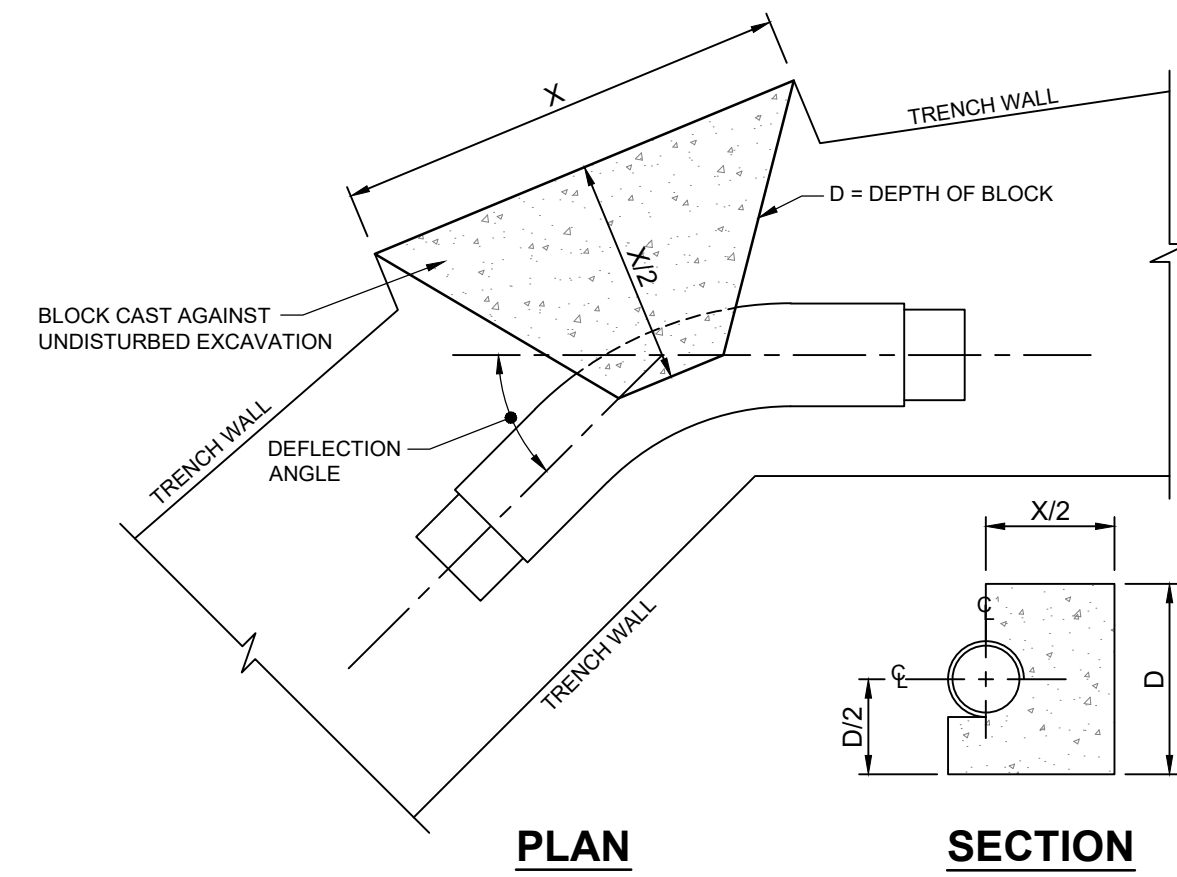


TABLE FOR 45° BENDS

PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	1500	900	500	1.30	0.68
300	1200	800	375	0.96	0.38
250	1100	650	350	0.66	0.26
200	900	500	325	0.42	0.14
150	500	500	275	0.24	0.05
100	350	350	175	0.11	0.02

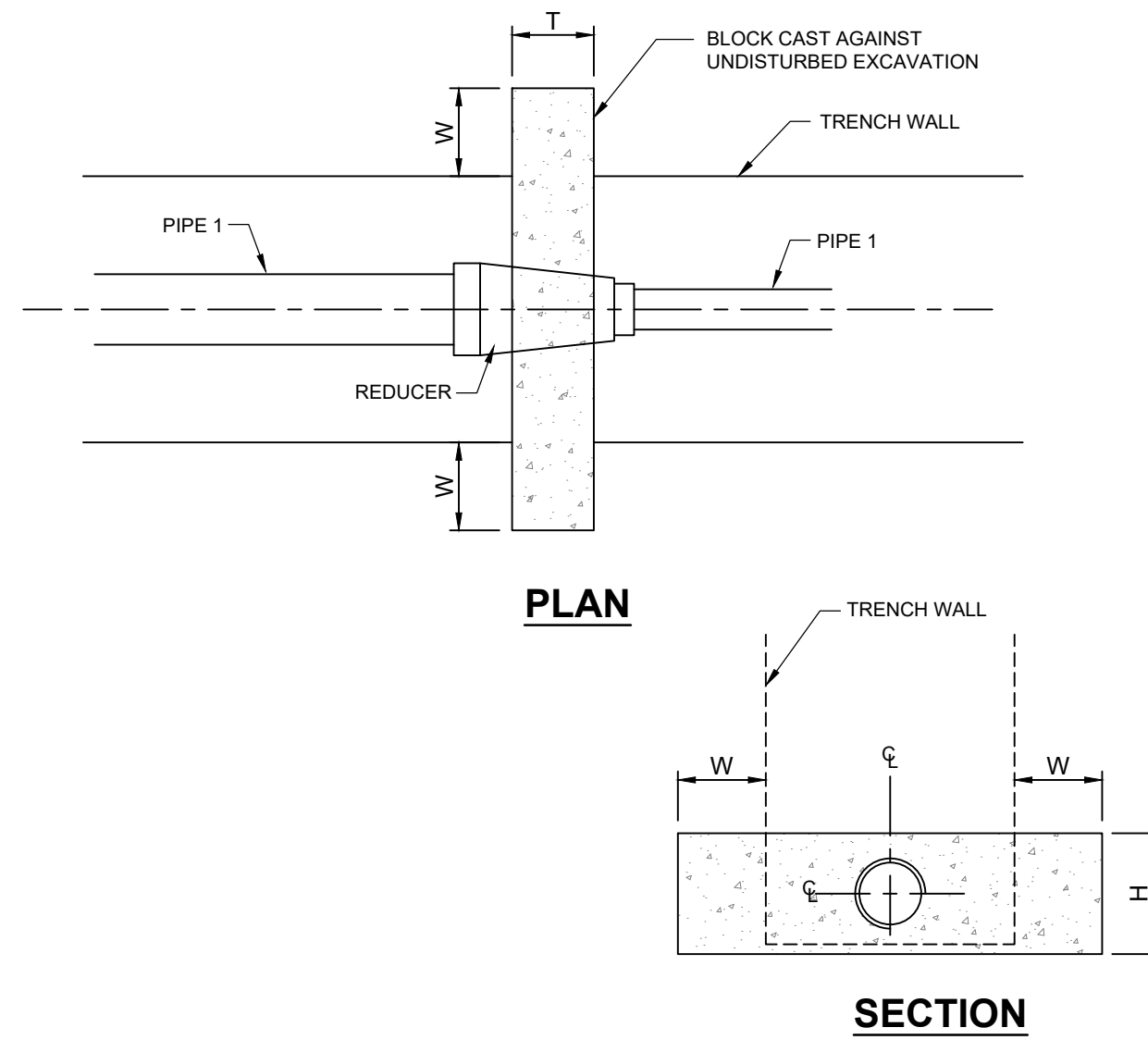
TABLE FOR 22½° BENDS

PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	1200	600	500	0.66	0.31
300	1050	500	375	0.49	0.19
250	700	500	350	0.34	0.09
200	600	400	325	0.22	0.06
150	350	350	275	0.12	0.02
100	250	250	175	0.05	0.01

TABLE FOR 11½° BENDS

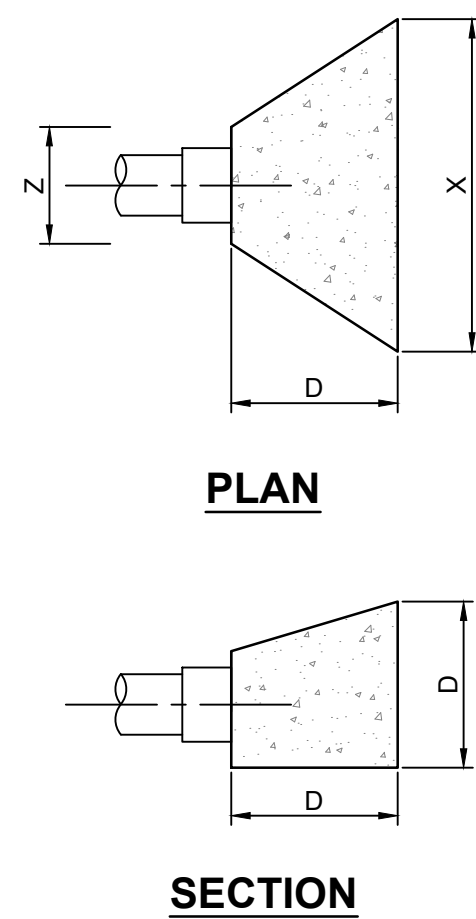
PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	500	700	500	0.33	0.09
300	400	650	375	0.24	0.05
250	350	500	350	0.17	0.03
200	300	400	325	0.11	0.02
150	250	250	275	0.06	0.01
100	150	200	175	0.03	0.00

**THRUST BLOCK IN PRESSURE
PIPELINES FOR <90° BENDS**
SCALE 1:25



PIPE 1 DIAMETER	PIPE 2 DIAMETER	W	H	T	FACE AREA (m ²)	CONCRETE VOLUME (m ³)
350	300	500	500	350	0.45	0.34
300	250	500	400	300	0.38	0.23
300	200	500	700	300	0.69	0.40
250	200	400	400	250	0.31	0.17
250	150	400	700	250	0.55	0.29

**THRUST BLOCK IN PRESSURE
PIPELINES IN-LINE REDUCERS**
SCALE 1:25



PIPE DIAMETER	X	D	Z	FACE AREA (m ²)	VOLUME CONCRETE (m ³)
350	1700	1000	600	1.70	1.00
300	1500	850	400	1.25	0.50
250	1400	650	350	0.90	0.30
200	1100	550	325	0.55	0.20
150	800	400	275	0.30	0.08
100	450	350	175	0.14	0.03

**THRUST BLOCK IN PRESSURE
PIPELINES FOR END CAPS**
SCALE 1:25



DESIGNED	T. SOLOMONS	DESIGN APPROVED:	JG AFRIKA (Pty) Ltd	<p>14 CENTRAL SQUARE PINELANDS 7405 P.O. BOX 38561 PINELANDS 7430 TELEPHONE +27 21 530 1800 FACSIMILE +27 21 532 0950 E-MAIL capetown@jgafrika.com</p>	DESIGN APPROVED:	CLIENT	<p>STELLENBOSCH MUNICIPALITY</p> <p>ENGINEERING SERVICES DEPARTMENT</p>	PROJECT	CONTRACT No. BSM XX24 FRANSCHHOEK BULK SERVICES		<p>ISSUED FOR TENDER</p> <p>SHEET 1 OF 1</p>		SCALE	AS SHOWN	SIZE	A1
CHECKED	C. DU PREEZ	NAME			NAME			DRAWING TITLE	RISING MAIN		CLIENT DRAWING No.		REVISION			
DRAWN	D. DE WET	SIGNATURE			SIGNATURE			THRUST BLOCK DETAILS		JG AFRIKA (Pty) Ltd. DRAWING No.		REVISION				
CHECKED	G. BOTHWELL	DATE	07 OCTOBER 2024		DATE					5337-1-C012		REVISION		A		
REV	NATURE OF REVISION	DATE	SIGNED													