

CONTRACT DOCUMENT

FOR THE

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND
CRUSHING AREA AT THE DRAKENSTEIN LANDFILL**

VOLUME 3

(RETURNABLE DOCUMENT)

Name of Tenderer:

Tender Amount: (Incl VAT, in figures)

Time for Completion: (Weeks)

NOTE :

- The Form of Offer and Acceptance (C1.1) is on Page 75 of this document.
- The Preferencing Schedule is on Page 63 of this document.

Prepared for:

**THE DIRECTOR: CIVIL ENGINEERING SERVICES
DRAKENSTEIN MUNICIPALITY
P O BOX 1
PAARL
7622**

Prepared by:

**JAN PALM CONSULTING ENGINEERS CC
P O BOX 931
BRACKENFELL
7560**

NOVEMBER 2014

DRAKENSTEIN MUNICIPALITY

TENDER NO. CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED)

Name of firm / entity / enterprise	
Trading as (if different from above)	
Supplier database registration number	
Postal address of enterprise	
Physical address of enterprise	
Contact details of the person signing the bid, being duly authorised to do so:	Name: _____
	Telephone: _____
	Fax: _____
	Cellular telephone: _____
	E-mail address: _____
Contact details of the senior manager responsible for overseeing contract performance:	Name: _____
	Telephone: _____
	Fax: _____
	Cellular telephone: _____
	E-mail address: _____
Company income tax number	
VAT registration number	
Company registration number	
Banking details	Name of account holder: _____
	Name of bank: _____
	Account number: _____
	Branch code: _____

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER
(please tick the applicable box):

1. Has a valid tax clearance certificate been attached? (MBD 2) YES / NO

2. Has a **certified** B- BBEE status level verification certificate been submitted with this bid? (MBD 6.1) YES / NO

(a) If yes, who was the certificate issued by?

(i) An accounting officer as contemplated in the Close Corporation Act (CCA)

(ii) Verification agency accredited by the South African National Accreditation System (SANAS)

(iii) A Registered Auditor

AN ORIGINAL OR CERTIFIED B- BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B- BBEE.

(b) Are you the accredited representative in South Africa for the goods/services/works offered? YES / NO

(a) If yes, please attach proof

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Contents			
Number	Heading	Colour	Page
The Tender			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	White	2
T1.2	Tender Data and Supply Chain Management Conditions for bidding	Pink	4
Part T2: Returnable documents			
T2.1	List of Returnable Documents	Yellow	34
T2.2	Returnable Schedules	Yellow	35
The Contract			
Part C1: Agreement and Contract Data			
C1.1	Form of Offer and Acceptance	Yellow	75
C1.2	Contract Data	White	80
C1.3	Form of Guarantee	White	87
C1.4	Occupational Health and Safety Agreement	Yellow	91
Part C2: Pricing data			
C2.1	Pricing Instructions	Yellow	94
C2.2	Bill of Quantities / Schedule(s) of Rates	Yellow	96
Part C3: Scope of Work			
C3.1	Description of the Works	Blue	121
C3.2	Engineering	Blue	122
C3.3	Procurement	Blue	123
C3.4	Construction – Works Specifications	Blue	124
C3.5	Management	Blue	129
C3.6	Annexes	Blue	131

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part T1: Tendering procedures

	Pages
T1.1 Tender Notice and Invitation to Tender	2 - 3
T1.2 Tender Data	4 - 32

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

T1.1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DRAKENSTEIN MUNICIPALITY

- DESCRIPTION : CES 16/2014: Construction of a Drop-Off and a Chipping and Crushing area at the Drakenstein Landfill
- CIDB : Tenderers must be registered with the CIDB in a **CE** class of construction works and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004. It is estimated that tenderers will need a grading designation of **6CE or higher**.
- CLOSING DATE : Friday, 11 December 2014
- CLOSING TIME : 10H00
Bids will be opened in the Civic Centre, 1st Floor, Berg River Boulevard, Paarl in public at 10h15.
- INFORMATION : **Obtain documentation:**
Drakenstein Municipality, Department Civil Engineering Services, Second Floor; Corner of 1 Market and Main Streets, Paarl (GPS: 33 °44' 19.58"S; 18 °57' 46.96"E)
Me. Samatha Arends: 021- 807 6237
- Enquiries regarding tender documentation:**
Mr. Johan Genis - E-mail: johan@jpce.co.za - Tel: 021-982 6570
- Office Hours for collection**
08h30 – 15h30 as from 6 November 2014
Non-refundable fee of R267.00 payable to Drakenstein Municipality required for collection of documents.

Compulsory site clarification visits/meeting:

A compulsory site clarification meeting with the representatives of the Drakenstein Municipality and Consultants, will be held at the Drakenstein Landfill, Interpace Road, Wellington (GPS: 33°39'12.23"S; 18°59'02.49"E), on Thursday, 13 November 2014, at 11:00. A representative may only represent one Tenderer at the meeting.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

The lowest, only or any bid shall not necessarily be accepted and the Council reserves the right to accept any part of the bid.

TENDERS TO BE DEPOSITED IN: The tender box at the entrance of the Municipal offices of Drakenstein Municipality Berg River Boulevard PAARL, 7620. (Ensure tender number and title are on envelope).

NOTE:

This tender will be evaluated in terms of the revised Preferential Procurement Regulations, 2011 that was promulgated by the Minister of Finance on 8 June 2011 in Government Gazette No 34350.

Please take note of the preferential conditions of Supply Chain Management special conditions for bidding.

PROCUREMENT PREFERENCE POINT SYSTEM: 90/10

The successful bidder will be required to fill in and sign a written Contract Form

The following conditions to bid exist:

(Failure to comply may result in your bid being disqualified)

1. This bid is subject to the General Conditions of contract for Construction works (GCC), special conditions of CIDB and Supply Chain Management special conditions for bidding.
2. Relevant specifications (SPECS).
3. Bidders must be registered on the Drakenstein Municipality supplier database if they wish to conduct business with Drakenstein Municipality.
4. A valid or certified tax clearance certificate must be handed in with the closing of the bid. However no contract will be awarded to any bidder without a valid tax clearance certificate on the date the bid is awarded.
5. Bids submitted must be in a sealed envelope clearly marked with the bid number, placed in the tender box before closing time, failure will result in the bid being invalid.

Paarl Post; Burger; Cape Times; Winelands Echo - 6 November 2014

JOHANN METTLER
MUNICIPAL MANAGER

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
---------------	-------------

F.1	General
------------	----------------

F.1.1	Actions
--------------	----------------

Add the following:

The Employer is the DRAKENSTEIN MUNICIPALITY.

F.1.2	Tender Documents: GCC
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Add the following:

“The following documents form part of this contract:

VOLUME 1 : The General Conditions of Contract for Construction Works (Second Edition) 2010 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2 : The South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site : www.stansa.co.za.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer’s Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedure

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

The Contract

Part C1: Agreement and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

- C2.1 Pricing Assumptions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

Part C4: Site information

- C4 Site information

VOLUME 4: Drawings (listed in C3.2, Engineering)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **Jan Palm Consulting Engineers**

Name: Mr Johan Genis
Address: Jan Palm Consulting Engineers
60 Bracken Street
Protea Heights
7561
Tel: (021) 982 6570
Fax: (021) 981 0868
E-mail: johan@jpce.co.za

F.1.5 The Employer's right to accept or reject any tender offer

Add the following:

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will **not** be followed.

F.1.6.3 Proposal procedure using two-stage system

Add the following to F.1.6.3:

A two-stage system will **not** be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1 Drakenstein Municipality Supplier Database Registration

Tenderers who wish to register on the Drakenstein Municipality Supplier Database may collect registration forms from the Manager: Supply Chain Management, Drakenstein Municipality, 2nd Floor, Civil Building, Berg River Boulevard, Paarl. Direct enquiries to: Database Clerk (Tel: 021 807 4780/6247)

F.2.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the **CIDB**, prior to the tender closing time and evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **6CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **6CE** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor grading designations - see Annex G included in T1.2.

F.2.1.3 Functionality

Only those tenderers who obtain a minimum score of 70 for Functionality are eligible to have their tenders evaluated.

The functionality criteria and maximum score in respect of each of the criteria are attached as **Annexure A** to the Tender Requirements.

Functionality shall be scored independently by not less than three evaluators of which at least one must be a Supply Chain Management official of the Municipality in accordance with the schedules indicated in **Annexure A** to the Tender Requirements where after the scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for functionality.

Please Note: Tenderers who fail to supply the information requested in any of these schedules and in the specific format with their tender offers by closing date of the tender, will not score any points in the particular regard.

F.2.7 Clarification meeting

Add the following:

The arrangements for a **compulsory** tenderer's clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative tender offers

Add the following to F.2.12.1

F.2.12.1 If a tenderer wishes to submit an alternative tender offer, the only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

Add the following after the first sentence of F.2.13.4:

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender Box at the Municipal Offices

Physical address: Drakenstein Municipality, Civic Centre,
Berg River Boulevard, Paarl.

Identification details: Tender number: CES 16/2014

Title of tender: **CONSTRUCTION OF A DROP-OFF AND A CHIPPING
AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL**

Sealed tenders with the Tenderer's name and address and the endorsement "**CONTRACT NO. CES 16/2014: CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed. (F.3.5)

Add the following sub-clause after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 Closing time

Add the following to F.2.15.1:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender offer validity

Add the following to F.2.16.1:

F.2.16.1 The tender offer validity period is **84 days**.

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.3.

F.2.18 Provide other material

Delete the following word in F.2.18.1:

"Notarized"

Add the following to F.2.18.1:

F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million:**

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;

- ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order. Furthermore, the successful Tenderer (Contractor) is required to submit an updated original Tax Clearance Certificate to the Employer should any current Tax Clearance Certificate expire during the contract. Failure to do so may lead to the withholding of payment to the Contractor until a valid Tax Clearance Certificate is received by the Employer.

F.2.23.2 Bargaining Council Certificates

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)

Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following to F.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof

(or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Tender office, 1st Floor, Drakenstein Municipality, Civic Centre, Berg River Boulevard, Paarl.

F.3.8 Test for responsiveness

Add the following to F3.8:

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work;

- the tenderer does not comply with the CIDB contractor grading designation as specified in F.2.1.2 above;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.

F.3.9 Arithmetical errors, omissions and discrepancies

Delete the contents of Sub clauses F.3.9.2 to F.3.9.4 and replace with the following:

F.3.9.2 Check responsive tender offers for:

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

F.3.9.3 Correct arithmetic errors in the following manner:

- (a) If bill of quantities (or schedule 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 unit rate shall govern and the line item total shall be corrected.
- (b) 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 be corrected.

F.3.9.4 Notify 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 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.

F.3.9.5 Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with F.4.3 while retaining the total of the prices derived after any correction made in terms of this condition to tender.

Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Financial Offer and Preference** in accordance with F.3.11.3.

F.3.11.3 Method 2: Financial offer and preferences

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of tender evaluation points, $T_{EV} = N_{FO} + N_{P1}$ as detailed below.

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7

N_{P1} is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with F.3.11.8

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is:

- 1) 90 points where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000; or

For this contract, the financial offers will be scored using **Formula 2 (Option 1)** where the value of W_1 is: **90** tender evaluation points. Up to a maximum of 100 minus W_1 namely **10** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **90 Financial /10 Preference** scoring criteria listed below.

90 Financial /10 Preference	
Points	Description
	FINANCIAL OFFER
90	Price
	PREFERENCES
10	B-BBEE Status Level Contribution

F.3.11.8 Scoring Preferences

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2011. Points will be awarded to tenderers who are eligible for preferences in terms of **Schedule 21 : Preferencing Schedule** (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of **Schedule 21 : Preferencing Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on **Schedule 21 : Preferencing Schedule** included in T2.2 Returnable Schedules his or her company/firm/entity's B-BBEE Status Level of Contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black owned)
- Exempted Micro Enterprise (≤50% black owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

For this Contract a **90 Financial / 10 Preference** shall apply and up to **10** tender evaluation points (N_{P1}) will be awarded for the Status Level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EMEs)		90 Financial / 10 Preference
Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N_p)
>50%	3	8
≤50%	4	5

Other Enterprises		Number of Points (N_p)
B-BBEE Status Level of Contributor		
1		10
2		9
3		8
4		5
5		4
6		3
7		2
8		1
Non-compliant contributor ¹		0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter

Tenderers shall note the following Conditions of Clause 11 of the Preferential Procurement Regulations 2011:

- (8) A tenderer (company/firm/entity) will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprises / sub-contractors that do not have an equal or higher B-BBEE Status Level than the prime contractor, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works;
- (9) A prime contractor will not be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works.

Add the following new sub clause:

F.3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical

qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13.1:

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

F.3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Drakenstein Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Drakenstein Municipality, Civic Centre, Berg River Boulevard, Paarl or posted to P O Box 1, Paarl, 7620.

F.3.13.3 Appeals

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Drakenstein Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- d) Appeals must be submitted in writing to the Municipal Manager, Drakenstein Municipality, Civic Centre, Berg River Boulevard, Paarl or posted by registered post to P O Box 1, Paarl 7620.

F.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Drakenstein Municipality, Civic Centre, Berg River Boulevard, Paarl.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, Drakenstein Municipality, Civic Centre, Berg River Boulevard, Paarl, 7620.

F.3.17 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to **Schedule 13 : Health and Safety Plan** in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.4 Targeted enterprises and targeted labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of small enterprises / subcontractors and labour intensive construction methods in order to provide low and semi-skilled work / employment opportunities.

To this end, it is a requirement of the Contract that the Contractor shall engage targeted enterprises and targeted labour, as described in Part C3.3 in the Scope of Work, directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract. Failure to achieve the specified minimum CPG₂ in the performance of the contract will result in penalties being applied.

F.4.5 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer (of the Form of Offer and Acceptance) has not been signed;
- d) if the offer (of the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.6 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.7 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the Employer, or
 - a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete **Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire**. Failure to complete this Schedule may result in the tender not being considered.

F.4.8 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 15, Part T2.2: Returnable Schedules: Declaration of Tenderer's Past Supply Chain Management Practices** (in terms of the

Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

F.4.9 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.12 Price variations

The Contract Price shall **not** be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Adjustment in rates or prices shall be subject to the provisions of Part C1.2: Contract Data.

F.4.13 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.14 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

Annexure A to the Tender Requirements: Pre-Qualification Evaluation for Functionality

Description		Reference	Scoring				Maximum Score	Sub Total
Tenderer's Company	Company Structure	Returnable Schedule 21	Excellent (5) PTY or CC AND Employee shareholding	Good (4) Pty or CC or Partnership	Average (3) Sole Proprietor	Poor (0) No formal Company Structure	5	10
	No of Years in Business	Returnable Schedule 21	Excellent (5) >= 7 years	Good (4) >= 5 years	Average (3) >= 3 years	Poor (2) < 3 years	5	
Key Personnel	Contracts Manager: Highest education	Returnable Schedule 14	Excellent (10) Honours, Masters or Doctorate degree	Good (8) B Degree or Nat. Dipl	Average (5) Gr 12	Poor (3) < Gr 12	10	50
	Contracts Manager: Professional Registration	Returnable Schedule 14	Excellent (10) Pr Eng	Good (8) Pr Tech Eng	Average (5) Pr Techni Eng	Poor (3) No Professional Registration	10	
	Contracts Manager: Experience	Returnable Schedule 14	Excellent (10) >= 5 years relevant contracts management experience in road pavement construction	Good (8) >= 5 years relevant contracts management experience	Average (5) >= 3 years relevant contracts management experience	Poor (3) < 3 years relevant contracts management experience	10	
	Site Agent: Highest Education	Returnable Schedule 14	Excellent (10) Tertiary Qualification in Civil Engineering	Good (8) Gr 12	Average (5) Gr 10	Poor (3) < Gr 10	10	
	Site Agent: Experience	Returnable Schedule 14	Excellent (10) >= 7 years relevant experience as site agent in road pavement construction	Good (8) >= 5 years relevant experience as site agent in road pavement construction	Average (5) >= 3 year relevant experience as site agent in road pavement construction	Poor (3) < 3 year relevant experience as site agent in road pavement construction	10	
Company's Experience	Technical Experience (years of experience and/or number of similar projects)	Returnable Schedule 4	Excellent (25) Excellent experience in road pavement construction (More than 5 projects)	Good (20) Good experience in road pavement construction (More than 3 projects)	Average (12) Limited experience in road pavement construction (More than 1 project)	Poor (5) No experience in road pavement construction (No projects)	25	40
	Track record (in terms of Time, Cost and Quality Management on previous projects)	Returnable Schedule 4	Excellent (15) References confirmed excellent track record related to full Scope of Works	Good (10) References confirmed good track record related to full Scope of Works	Average (7) References confirmed average track record related to full Scope of Works	Poor (0) References confirmed poor track record related to Scope of Works	15	

Maximum Total Score for Functionality/Quality

100

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to 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 tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and

- 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) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

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

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

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

F.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

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

F.2.3 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. Erasures and the use of masking fluid are prohibited.

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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit 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 shall 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, policies, etc.

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

F.2.21 Check final draft

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

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 the tender documents are available until three working 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, preferences claimed 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 the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 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 responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 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: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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, 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,
- 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 contract

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.

Annex G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)

Table G2 CLASSES OF CONSTRUCTION WORK

Description	Designation	Definition	Basic works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Basic works types	Examples
General building works	GB	<p>Construction works that:</p> <p>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or</p> <p>b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.</p>	<p>Buildings and ancillary works other than those categorised as being:</p> <p>c) civil engineering works;</p> <p>d) electrical engineering works;</p> <p>e) mechanical engineering works; or</p> <p>f) specialist works.</p>	<p>Buildings for domestic, industrial, institutional or commercial occupancies</p> <p>Car ports</p> <p>Fences other than classified as SS</p> <p>Stores</p> <p>Walls</p>
Mechanical engineering works	ME	<p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p>	<p>Machine systems including those relating to the environment of building interiors:</p> <p>a) gas transmission and distribution systems</p> <p>b) pipelines</p> <p>c) solid waste disposal</p> <p>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,</p> <p>e) continuous process systems</p> <p>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.</p>	<p>Air-conditioning and mechanical ventilation</p> <p>Boiler installations and steam distribution</p> <p>Central heating</p> <p>Centralised hot water generation</p> <p>Cranes and hoists</p> <p>Dust and sawdust extraction</p> <p>Compressed air, gas and vacuum installations</p> <p>Conveyor and materials handling installations</p> <p>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</p> <p>Kitchen equipment</p> <p>Laundry equipment</p> <p>Lift installations and escalators</p> <p>Refrigeration and cold rooms</p> <p>Waste handling systems (including compactors)</p>

Description	Designation	Definition	Basic works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution		The extension, installation, repair, maintenance or renewal, or removal, of asphalt
	SC			The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support
	SD			The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)
	SE			Demolition of buildings and engineering infrastructure and blasting
	SF			The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)
	SG			The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts
	SH			The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works
	SI			The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travelators and hoisting machinery
	SJ			The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures
	SK			The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage
	SL			The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding
	SM			Timber buildings and structures
	SN			The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.
	SO			The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)
SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing		

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents.....	34
T2.2 Returnable Schedules	35 – 73

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	36
2: CLARIFICATION MEETING ATTENDANCE CERTIFICATE.....	38
3: AUTHORITY OF SIGNATORY	39
4: SCHEDULE OF WORK EXPERIENCE.....	40
5: SCHEDULE OF CONSTRUCTION EQUIPMENT.....	42
6: PRELIMINARY PROGRAMME	44
7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	45
8: TAX CLEARANCE CERTIFICATE, BARGAINING COUNCIL CERTIFICATE AND MINIMUM WAGE DECLARATION	46
9: CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION	47
10: TENDERER'S BANKING DETAILS	48
11: SCHEDULE OF SUBCONTRACTORS.....	49
12: EXPERIENCE OF KEY STAFF	51
13: HEALTH AND SAFETY PLAN.....	52
14: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	53
15: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	54
16: DECLARATION OF INTEREST	56
17: DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	58
18: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	59

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) – append to Schedule 3.
- An **original** valid Tax Clearance Certificate issued by the South African Revenue Services –append to Schedule 8.
- Documentary evidence / proof of registration and verification on Drakenstein Municipality Supplier Database.- append to Schedule 9.
- Documentary evidence / proof of registration and verification on CIDB Contractor Database.- append to Schedule 9.
- Health and Safety plan – append to Schedule 13.
- **B-BBEE Verification Certificate** – append to Schedule 21.

3. Returnable Schedules that will be incorporated into the Contract

19: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	61
20: RECORD OF ADDENDA TO TENDER DOCUMENT.....	62
Preferencing Schedule(s)	
21: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE.....	63
22: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL TAXES INCLUDED).....	69

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

T2.2 Returnable Schedules

Notes to tenderer:

1. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
2. These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure must be countersigned by an authorised signatory.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
5. Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 2 : CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to tender conditions F.2.1 and F.2.7

This is to certify that I/we,
(the representative(s))

representing (the tenderer)

of (address)

telephone number

fax number

on (date)

attended the clarification meeting, have examined the Site of the Works and its surroundings for which I/we
am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the
information, risks, contingencies and other circumstances which may influence of affect my/our Tender.

Attendance of the above person(s) at the Clarification Meeting is confirmed by:

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name)

SIGNED BY EMPLOYER'S AGENT / REPRESENTATIVE:

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 3 : AUTHORITY OF SIGNATORY

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*)

Mr/Ms (*Print Name*)

has been duly authorized to sign all documents in connection with this tender / contract on behalf of :

(*Print Company Name*).....

Signed on behalf of Company :

In his/her capacity as :

Date :

Joint Ventures

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize; Mr/Ms, authorised signatory of the company, close corporation or partnership, 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.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... 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.

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed civil engineering contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the Contract.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT CONTRACTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

F1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

F2: CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

F3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 6 : PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
SUB TOTAL	R
CONTINGENCIES (10%)	R
SUB TOTAL	R
VAT (14%)	R
TOTAL (INCLUDING VAT 14%)	R

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

**SCHEDULE 8 : TAX CLEARANCE CERTIFICATE, BARGAINING COUNCIL CERTIFICATE AND MINIMUM
WAGE DECLARATION**

(A) TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate (valid at tender closing date) from the South African Revenue Services (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

An original valid Tax Clearance Certificate must be submitted together with this Schedule.

Failure to submit an original and valid Tax Clearance Certificate will result in the invalidation of the tender/bid. Certified copies of the Tax clearance Certificate will not be acceptable.

(B) BARGAINING COUNCIL CERTIFICATE OF COMPLIANCE

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule.

Each party to a Consortium/Joint Venture shall attach separate certificates in the above regard.

(C) DECLARATION IN RESPECT OF MINIMUM WAGE

The tenderer, by signing this schedule, declares that not less than the statutory minimum wage shall be paid to employees, as applicable.

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 9 : CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION

A. DRAKENSTEIN MUNICIPALITY SUPPLIER DATABASE REGISTRATION

Refer to Tender Data clauses F.2.1 and F.2.23

I/We hereby confirm that I/we are registered and verified on the Drakenstein Municipality Supplier Database

COMPANY NAME	REGISTRATION NUMBER

I/We attach a copy of the Company Registration on the Drakenstein Municipality Supplier Database and acknowledge that the validity of this certificate is dependent upon the validity of the tax clearance certificate attached to Schedule 8. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

B. CIDB CONTRACTOR REGISTRATION

Refer to Tender Data clauses F.2.1.2, F.2.23.3 and F.3.13.1:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) 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.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this tender not being further considered for the award of the Contract.

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 10 : TENDERER'S BANKING DETAILS

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.**
- 2. The tenderer's banking details as they appear below shall be completed.**
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.**

The tenderer shall provide the following:

Name of Account Holder:.....

Account Number:

Bank name:.....

Branch Number:.....

Bank and branch contact details:

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 11 : SCHEDULE OF SUBCONTRACTORS

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

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 below being approved by the Engineer.

SUBCONTRACTORS				
Category / type	Subcontractor Name / Address / Contact Person / Phone / Fax / Details Of Organisation / Firm Experience	B-BBEE Status	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
	SUBTOTAL (Excluding VAT)			

SELECTED SUBCONTRACTORS (To be negotiated after Award)				
Category / type	Subcontractor Name / Address / Contact Person / Phone / Fax / Details Of Organisation / Firm Experience	B-BBEE Status	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
SUBTOTAL (Excluding VAT)				

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 12 : EXPERIENCE OF KEY STAFF

Experience of the key staff (Contracts Manager and Site Agent) in relation to the scope of work will be evaluated from three different points of view:

- 1) General qualifications, level of education of each key staff member.
- 2) The category of Professional Registration at the Engineering Council of South Africa - ECSA.
- 3) The experience of the key staff members, in the specific field of road pavement construction.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

- 1) Personal particulars
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3) Name of current employer and position in enterprise
- 4) Overview of experience (year, organization and position)
- 5) Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as outlined in Annexure A to the Tender Requirements.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 13: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 14 : PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

SCHEDULE 15 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than 90 days?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED

.....
(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE **DATE**

POSITION **NAME OF BIDDER**

SIGNED ON BEHALF OF TENDERER:

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 16 : 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.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:.....
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....

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

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

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

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- 3.10.1 If yes, furnish particulars.
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- 3.11.1 If yes, furnish particulars
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
- 3.12.1 If yes, furnish particulars.
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
- 3.13.1 If yes, furnish particulars.
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?. **YES/NO**
- 3.14.1 If yes, furnish particulars:
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

**SCHEDULE 17 : DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO
SERVICE PROVIDERS**

PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS	
Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:	
Name of account holder:	
Account number:	
Account number:	
FOR MUNICIPAL USE ONLY I/we hereby certify that the municipal account details of our client as indicated above is correct..... Name of municipal official (print name)..... Signature of municipal official.....	<div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; vertical-align: middle;">Official date stamp of municipality</div>

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS
Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS
Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....
Signature for and on behalf of the bidder

.....
Date

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

SCHEDULE 18 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **CES 16/2014** in response to the invitation for the tender made by the Drakenstein Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;.

¹Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

SIGNED ON BEHALF OF TENDERER:

.....
Date

.....
Position

.....
Name of Tenderer

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

SCHEDULE 19 : AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

To: THE MUNICIPAL MANAGER, DRAKENSTEIN MUNICIPALITY

**From: _____
(Name of Tenderer or consortium)**

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE MUNICIPALITY

Extract from Supply Chain Management Policy, Section 38(d)(i)

“The Municipal Manager must reject the bid or quote of any person if any rates and taxes or municipal service charges owed by that bidder or any of its directors to the Drakenstein municipality or to any other municipality or municipal entity, are in arrears for more than 3 months;.....

I, THE UNDERSIGNED,

(FULL NAME IN BLOCK LETTERS)

hereby authorise the DRAKENSTEIN MUNICIPALITY to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due to us / me.

.....
Signature

THUS DONE AND SIGNED for and on behalf of the Tenderer / Contractor

at on the day of 20.....
(PLACE) (DATE) (MONTH) (YEAR)

in the presence of the subscribing witnesses.

AS WITNESSES:

1 Name in Block Letters:
(SIGNATURE)

2 Name in Block Letters:
(SIGNATURE)

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT
THE DRAKENSTEIN LANDFILL**

SCHEDULE 20 : RECORD OF ADDENDA TO TENDER DOCUMENT (ANNEX K)

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM NO	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

SCHEDULE 21 : PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B_BBEE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
Total points for Price and B-BBEE must not exceed	<u>100</u>

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3, 1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... =(maximum of 10)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF FIRM

- Partnership / Consortium / Joint Venture
- One person business/sole trader
- 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

State where business is situated:

Registered Account No:

Stand No:

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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

..... SIGNATURE(S) OF BIDDER(S)

DATE:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE 22 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**
 - 2.2 If yes, provide particulars.
.....
.....
.....
.....

- * Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***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

.....
Position

.....
Name of Bidder

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

No bid will be considered by Drakenstein Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

- a) Bidders must ensure that they are registered on the database of Drakenstein Municipality, if they wish to conduct business with the Drakenstein Municipality. If the bidder is not registered on the Drakenstein Municipality's supplier database prior to the award of the bid, the registration form can be obtained as follows:
 - i. Supply Chain Management Unit, Civic Centre, 2nd floor, Berg River Boulevard, Paarl
 - ii. Downloaded from our website at www.drakenstein.gov.za

Enquiries regarding the above can be directed to:

Contact persons	Tel no	Fax no	Email address
Busisiwe Xayimpi	(021) 807-6247	086 635 6202	Busisiwe.Xayimpi@drakenstein.gov.za
Rafeeq Cassiem	(021) 807-4780	086 634 0120	Rafeeq.Cassiem@drakenstein.gov.za

- b) Drakenstein Municipality will reject a bid in terms of the following:
 - i) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this of any other municipality or municipal entity, are in arrears for more than three months.
 - ii) The name of the company of any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.
- c) The following completed documents must be submitted or provided as part of the bid submission:
 - i) Valid tax clearance certificate (MBD 2). A trust, consortium or joint venture must submit individual tax clearance certificates for each company.
 - ii) Copy or Certified valid B-BBEE Status Level Verification Certificate. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
 - iii) Copy of a billing account of your local municipality for the company or directors where applicable. Such account must not be older than 30 days.
 - iv) Completed and signed declaration of interest form (MBD 4).
- d) Bidders must acquaint themselves fully on the General Conditions of contract and special conditions of contract (if applicable). The General Conditions of Contract of 2010 is available on request from the official dealing with bidding procedures and documents as indicated in MBD 1.
- e) No bids will be accepted unless the bid documentation as issued by the municipality is utilised.
- f) No telephonic, faxed or e-mailed or late bids will be accepted.
- g) The awarding of this bid is subject to the following:
 - i. Relevant technical specifications as stated in this bid document;
 - ii. Attendance of compulsory site or clarification meetings, if applicable;

- iii. Attaining the minimum points for functionality, if applicable;
 - iv. Proper completion of this bid document and signing of declarations;
 - v. General conditions of contract of as issued by the National Treasury (July 2010);
 - vi. Any special conditions of contract as stipulated in this bid document.
- h) Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.
- i) **Inducements, rewards, gifts and favours to municipalities, officials and other role players**
- i) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Drakenstein Municipality for or in connection with the award of a contract;
 - ii) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- j) The bid must be properly received in a sealed envelope. The outside of the envelope must clearly indicate the quotation number and title (refer to invitation to bid for further details regarding submission)
- k) The bid must be deposited in the relevant quotation box as indicated in the invitation to bid (MBD1) on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/ emailed and late bids will not be accepted.**
- l) **A valid tax clearance certificate must be submitted with the bid. Bidders who are registered on the municipality's supplier database and who has a valid tax clearance certificate on record at the municipality, do not need to submit a valid tax clearance certificate with their bid. However, the onus is on the bidder to confirm with the Supply Chain Unit whether or not his/ her tax clearance certificate that was submitted with their supplier application form will be valid at the time of bid closing and award.**
- m) Bids shall be declare invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
- i. If the bid is not sealed;
 - ii. if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
 - iii. if the bid is not completed in non-erasable ink; or
 - iv. if the name of the bidder is not stated, or is indecipherable
- n) A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
- o) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.
- p) All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
- q) Bidders must submit a certified statement signed by the bidder declaring 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 90 days.
- r) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

- s) If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
- t) The bidder must adhere to the pricing instructions. **All prices must be exclusive of Value Added Tax (VAT)**
- u) The Bidder's details must be provided.
- v) The necessary document authorising the representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- w) The declaration of interest by the bidder must be completed and signed.
- x) The bid must comply with all the minimum technical specifications.
- y) The MBD 9 (certificate of bid determination) must be completed and signed.
- z) Alternative offers may be submitted by the bidder. The municipality is under no obligation to accept alternative offers.

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2011.
- b) The municipality reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement)	74
C1.2 Contract Data	80
C1.3 Form of Guarantee	87
C1.4 Occupational Health and Safety Agreement	91

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C1.1: Form of Offer and Acceptance

Offer

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

Tender No. CES 16/2014: Construction of a Drop-off and a Chipping and Crushing area at the Drakenstein Landfill

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

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

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

.....
..... Rand (in words);

R (in figures)

his 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
for the tenderer

(Name and
address of
organization/
tenderer)

Name and
signature
of witness Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

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. 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
DRAKENSTEIN MUNICIPALITY
ENGINEERING SERVICES
Civic Centre,
Berg River Boulevard
Paarl

Name and signature of witness

Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before 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 authorized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)
Name(s)
Capacity
(Name and address of organization/ tenderer)
Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity
(Name and address of organization/ tenderer) Drakenstein Municipality
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

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C1.2: Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Second Edition) 2010

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's Agent and the Engineer.

The Pro-formas bound with the General Conditions of Contract 2010, on pages 72 to 91 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2010 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 Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, 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 is **weeks (also to be indicated on Tender Cover page)**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The **Employer** is the DRAKENSTEIN MUNICIPALITY, represented by the Director: ENGINEERING SERVICES and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: DRAKENSTEIN MUNICIPALITY
ENGINEERING SERVICES

and is referred to in this Contract Document by the terms “Employer”, “Drakenstein Municipality” or “the Municipality” as the context provides.

Clause 1.2.1.2:

The address of the Employer is:

Physical address: Drakenstein Municipality, Civic Centre
Berg River Boulevard
Paarl
7620

Postal address: P O Box 1
Paarl
7620

E-mail address: frikkie@drakenstein.gov.za

Clause 1.1.1.16:

The **Engineer**, referred to in the documents, is the firm of Jan Palm Consulting Engineers CC, acting through a member.

The name of the Engineer is: **Jan Palm Consulting Engineers CC**

Clause 1.2.1.2:

The address of the Engineer is:

Physical address: 60 Bracken Street
Brackenfell
7560

Postal address: P O Box 931
Brackenfell
7561

E-mail address: info@jpce.co.za

Clause 1.1.19:

Replace with the following:

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project/ Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.

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 Engineer or delivered to the Contractor by the Engineer.
- 1.1.1.36 “**Letter of Notification**” means the letters 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 Offer and no rights shall accrue.

Clause 3.1.3:

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

1. Clause 3.2.1 Nomination of Engineer’s Representative
2. Clause 3.2.4 Engineer’s authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

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) 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 (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Environmental method statement

Clause 5.3.2:

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

Clause 5.4.3:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.2:

- 5.4.3 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 5.8.1:

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 mid-December and ending early January as published by SAFCEC

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 **R7 500** per calendar day.

Clause 5.16.3:

The latent defects period is **10** years for civil engineering works.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. 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 6.5.1.2.3:

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 **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, 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.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

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:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,20

d = 0,35

The base month is the eleventh month after the Commencement Date of the Contract.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table 14 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0151, Table 3 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.

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.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

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, with no limit. **A guarantee in lieu of retention is not permitted.**

Clause 6.10.4:

Add the following to clause 6.10.4:

Notwithstanding the above, the Engineer 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.

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 a 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 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 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty worded precisely as given in part C1.5 Insurance Broker’s Warranty.

Clause 9.2.1:

Add the following Clauses after Clause 9.2.1.3.7:

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

9.2.1.3.9 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 Engineer.

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:

email :

Clause 6.8.3: Variation in the cost of special materials

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.		
Special Material	Unit	State source (refinery) of special material Current Rate or Price
None	None	Nil
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

SIGNED ON BEHALF OF TENDERER:

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C1.3: Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Drakenstein Municipality, Engineering Services.....

"Contractor" means:

"Engineer" means:

"Works" means: **CONTRACT NO. CES 16/2014: CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL**

"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: The date of issue by the Engineer of the Certificate of Completion of the Works.....

CONTRACT DETAILS

Engineer 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
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 1 February 2011) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Imperial Bank Ltd.
Industrial Development Corporation of South Africa
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.
SA Bank of Athens

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Etana Insurance Company Ltd.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renosa Insurance Company Ltd.
Zurich Insurance Co.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C1.4: Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE DRAKENSTEIN MUNICIPALITY
(HEREINAFTER CALLED THE "EMPLOYER") AND**

.....
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF
1993 AS AMENDED.**

I,, representing
....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be
performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of
the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration
and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured
with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of
OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and
Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit
Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and
safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and
undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

Witness

Mandatory

Signed aton the.....day of.....20.....

Witness

for and on behalf of
DRAKENSTEIN MUNICIPALITY

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.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C2: Pricing Data

	Pages
C2.1 Pricing Instructions	94
C2.2 Bill / Schedule of Quantities	96

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

Part C2.1: Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m ² -pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ -km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	PC sum	=	Prime Cost sum
l	=	litre	R/only	=	Rate only
m	=	metre	sum	=	lump sum
mm	=	millimetre	t	=	ton (1000 kg)
m ²	=	square metre	W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 and/or Project Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, 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. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standardised Specification for Civil engineering Construction SANS 1200, if applicable.
10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero “R0.00” or “Nil” shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities is not properly completed, the tender will be rejected.

11. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C2.2: Bill of Quantities

CONTENTS

PAGE(S)

BILLS / SCHEDULES OF QUANTITIES

SCHEDULE A : PRELIMINARY & GENERAL.....	97
SCHEDULE B : PROVISIONAL AND PRIME COST SUMS.....	100
SCHEDULE C : PIPE WORK	101
SCHEDULE D : ROAD WORKS.....	104
SCHEDULE E : RETAINING WALLS AT CONTAINER BAYS	108
SCHEDULE F : LEACHATE SUMP	110
SCHEDULE G : FENCE AT PAARL REFUSE TRANSFER STATION.....	111
SCHEDULE H : STORM WATER CONTROL.....	115
SCHEDULE I: MISCELLANEOUS WORKS.....	116
SUMMARY.....	118
DECLARATION	119

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Bill of Quantities

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

SCHEDULE OF QUANTITIES

SUMMARY

SECTION NO.	SECTION TITLE	AMOUNT R - c
A	PRELIMINARY AND GENERAL	
B	PROVISIONAL AND PRIME COST SUMS	
C	PIPE WORK	
D	ROAD WORKS	
E	RETAINING WALLS AT CONTAINER BAYS	
F	LEACHATE SUMP	
G	FENCE AT PAARL REFUSE TRANSFER STATION	
H	STORM WATER CONTROL	
I	MISCELLANEOUS WORK	
TOTAL FOR SECTIONS A TO I :		SUB-TOTAL ("X")
CONTINGENCIES: ADD: 10% of the above Sub-Total ("X") as a Provisional Sum to cover the cost of Contingencies and to be expended only as the Engineer may direct.		
NETT TENDER SUM		("T")
ADD: 14% of Nett Tender Sum ("T") for VALUE ADDED TAX (VAT).		
GRAND TOTAL : Carried to Form of Offer and Acceptance		

DECLARATION (In respect of completeness of Tender)

Drakenstein Municipality
P O Box 1
Paarl

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **TENDER NO. CES 16/2014: CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL** has been based.

.....
SIGNATURE OF TENDERER/S

.....
DATE

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

Part C3: Scope of Work

	Page
C3.1 Description of the Works.....	121
C3.2 Engineering.....	122
C3.3 Procurement	123
C3.4 Construction	124
C3.5 Management	129
C3.6 Annexes.....	131

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 (Parts C3.1, C3.4, C3.5 and C3.6) SANS Standardised Specifications

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

C3.1 Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Civil Engineering Services Department of the Drakenstein Municipality proposes to construct a public drop-off, a chipping and crushing area and to upgrade the existing leachate drainage system at the Drakenstein Landfill. The perimeter fence at the Paarl Refuse Transfer Station will also be replaced.

2 OVERVIEW OF THE WORKS

The Works consist of the construction of a new paved access road, a new paved public drop-off including a re-enforced concrete retaining wall and a new chipping and crushing area, partially enclosed with a new vibracrete wall.

A new pump will be installed in the existing leachate drainage sump and connected to an existing pipeline. A precast chamber will be constructed to house the control panel for the pump.

The existing perimeter fence at the Paarl Refuse Transfer Station will be removed to the clients store and will be replaced with a new upgraded security fence.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

4 EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

1. Road paving works.
2. Storm water drainage infrastructure.
3. Pump installation and connection to an existing pipeline and a new electrical connection.
4. Erection of new security fencing.

5 LOCATION OF THE WORKS

The Works is located at the existing Drakenstein Landfill.
For a locality map, please refer to the locality sketch in Addendum A to Part C3.4.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

C3.2 ENGINEERING

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are applicable to the contract and are issued as Volume 4 and will form part of the Contract Documents:

DRAWING NUMBER	DESCRIPTION
A197/901	DROP-OFF LAYOUT & SECTIONS
A197/902	LEACHATE SUMP LAYOUT & DETAILS
A197/501	STORM WATER DETAILS

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

C3.3 PROCUREMENT

CONTENTS

1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (**Schedule 21** in Part T2.2, Returnable Schedules)

2 SCOPE OF MANDATORY SUBCONTRACT WORK

The supply and installation of the new leachate drainage pump, as well as its connection to the existing leachate pipeline and new electrical connection shall be done by a nominated subcontractor.

3 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. 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 information of the Employer.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

C3.4 CONSTRUCTION

CONTENTS

- 1 APPLICABLE STANDARDISED SPECIFICATIONS
- 2 PARTICULAR SPECIFICATIONS
- 3 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER
- 4 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
- 5 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 6 CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

ANNEXES : The Annexes listed below are contained in Section C3.6 of the document

ANNEXES 1 : HEALTH AND SAFETY SPECIFICATION

ANNEXES 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN
CLAUSE 1 OF SECTION C3.4 CONSTRUCTION

1. APPLICABLE STANDARDISED SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications for Civil Engineering Construction, as amended in Annexure 2, shall apply:

SANS 1200 A	GENERAL	1986
SANS 1220 AB	ENGINEER'S OFFICE	1986
SANS 1200 C	SITE CLEARANCE	1982
SANS 1200 D	EARTHWORKS	1982
SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)	1990
SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)	1981
SANS 1200 LB	BEDDING (PIPES)	1983
SANS 1200 LE	STORM WATER DRAINAGE	1982
SANS 1200 M	ROADS (GENERAL)	1996
SANS 1200 ME	SUB-BASE	1981
SANS 1200 MJ	SEGMENTED PAVING	1984
SANS 1200 MK	KERBING AND CHANNELING	1983
SANS 1200 MM	ANCILLARY ROADWORKS	1984

It shall be the responsibility of the Contractor to obtain, at his own expense, copies of the relevant editions of the documents referred to above. No subsequent amendments or revisions to these documents shall apply to this contract.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African National Standards. In addition to this, all elements of the Contract Documents shall be available for inspection on Site at all times.

2. PARTICULAR SPECIFICATIONS

The following particular specifications are annexed to Section C3.6: Annexes:

Annex 1: Health and Safety Specification

Annex 2: Variations and Additions to Standardised Specifications listed in Clause 1.

3. PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

No plant or material will be provided by the Employer.

4. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

4.1 Source of Water Supply

Municipal water is not available at the Site of Works. The Contractor must make his own arrangements with the local authority for the supply of municipal potable water to the Works. All costs incidental to the procurement of the water supply, including temporary water meters, are for the Contractor's account.

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

4.2 Source of Electrical Supply

Electricity is not available on site. The Contractor shall make his own arrangements for electrical power and shall pay for all costs and charges thereof.

4.3 Location of Camp and Depot

The Contractor may locate his site offices, storage depot and construction facilities to suit his requirements within the boundaries of the site. The Contractor shall provide his own security with respect to the Works, including the camp and storage facilities. **The final location of the Contractor's camp will be subject to the Engineer's approval.**

5. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

5.1 Office and Storage Facilities

All offices, storage facilities, 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.

The security and safety of the Contractor's equipment, the storage, safekeeping and preventing of deterioration of all the 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 Council may have previously paid for such items.

The Contractor need to provide space in his site office for the Engineer's Representative and shall furnish the office accordingly.

The Contractor shall also make available survey equipment and survey labourers and for the use of the Engineer's Representative. He shall also provide one name-board as specified in **Addendum B** of Section C3.4 Construction.

5.2 Housing and Transport

The Contractor will make his own arrangements for accommodating personnel and night watchmen. 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 cost associated with housing his employees and transporting them to site.

5.3 Sanitary Facilities

No sanitary facilities are available on site. The contractor shall make his own arrangements for sanitary facilities and shall pay for all costs and charges thereof.

5.4 Disposal of Construction Waste

The Contractor shall dispose all the construction waste at the Drakenstein Landfill. The costs of transport and disposal of these wastes shall be for the Contractor's account.

5.5 Telephone

No telephone facilities are required for the Engineer's Representative.

5.6 Laboratory Facilities

No on site laboratory facilities are available. The Contractor is to make his own arrangements for the testing of materials, compaction and concrete strength, where applicable.

5.7 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.

6. CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

The Works will be carried out on the existing property of the Drakenstein Municipality. The information supplied on the drawings is only to give the Contractor an idea of the position of the services that may be found on site and in no way relieves the Contractor from satisfying himself in respect of all the exact locations of the existing services.

The Contractor shall be responsible for finding out what sort of protection will be required during the construction and for the protecting the services and the property accordingly. Should the Contractor damage any service or property in any way, it shall be repaired by the Contractor or the relevant authority as directed by the Engineer. All claims arising out of the Contractor's activities in connection with services or property shall be for the Contractor's account.

ADDENDUM A – LOCALITY PLAN

ADDENDUM B – NAME BOARD

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

C3.5 MANAGEMENT

CONTENTS

1. PROGRAMMING AND PLANNING
2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
3. MANAGEMENT MEETINGS
4. DAILY RECORDS
5. PAYMENT CERTIFICATES
6. PROOF OF COMPLIANCE WITH THE LAW

1. PROGRAMMING AND PLANNING

A bar chart type construction programme shall be submitted to the Engineer, which includes for allowances for wet weather, holidays, manufacture, testing, curing and delivery of materials and adequate float time for unforeseen delays, for Engineer's approval, within the number of days from the Commencement Date as specified in Clause 5.3.1 of Part C1.2, Contract Data.

The programme shall include information on the required production rates for the satisfactory completion, time and resources allocation, as well as giving lead times for ordering of all major items, and shall be updated monthly during the Contract Period.

For the period to be allowed for expected rain days in the construction programme, the Tenderer's attention is drawn to Clause 5.12.2.2.of Part C1.2, Contract Data.

The programme must indicate the order of procedure of all work in a bar chart covering all disciplines and activities of the Contract and the duration of each activity on a weekly time-scale. The whole of the Works shall be grouped into major activities with each activity clearly representing a group of items reflected in the Bill of Quantities. The programme shall clearly indicate the critical path, the inter-dependency of activities, the sequence which the Contractor proposes to construct the Works, production estimates and the value of works, shown on a monthly basis.

The Contractor shall further take into account all works required to maintain full continuity of the operating of the Landfill.

The Contractor is to note that an allowance of **10%** contingencies, to be expended as the Engineer may direct, is included in this Contract and the Contractor must allow for this in his programme. Relocation of resources to achieve the completion date should be anticipated during the course of the Contract and shall be allowed for.

During the course of the Contract, whenever a significant change occurs, the Contractor shall submit a revised programme allowing allocation of resources, to the Engineer for approval. The Contractor shall update the programme whenever construction progress differs by more than one week from that anticipated in the programme.

No adjustment of General Items will be considered for additional work within the **10%** contingency amount, except where such additional work cannot be accommodated in a revised programme and resources allocation, or where significant disruption of the Works is incurred.

2. CONTRACTOR’S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003).

The Contractor is referred to the Conditions of Tender and Particular Specification HS: Health and Safety Specification (Part C3.6, Annex 1) in this regard.

3. MANAGEMENT MEETINGS

Site management meetings shall be held monthly.

4. DAILY RECORDS

The Contractor shall maintain a site diary in a log book to be kept on Site.

5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Engineer.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer, as necessary.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT
THE DRAKENSTEIN LANDFILL**

C3.6 ANNEXES

CONTENTS

PARTICULAR SPECIFICATIONS:

- ANNEX 1: HS: HEALTH AND SAFETY SPECIFICATION
- ANNEX 2: VARIATIONS AND ADDITIONS TO STANDARDISED
SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4
CONSTRUCTION

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

ANNEX 1: HEALTH AND SAFETY SPECIFICATION

HS1	INTRODUCTION
HS2	MANDATORY DEFINITIONS
HS3	PROJECT DETAILS
HS4	EXISTING ENVIRONMENT
HS5	AVAILABLE DRAWINGS
HS6	DESIGN INFORMATION
HS7	HAZARDOUS CONSTRUCTION MATERIALS
HS8	SITE - WIDE ELEMENTS
HS9	SITE RULES
HS10	NOTIFICATION OF CONSTRUCTION WORK
HS11	LEGAL DOCUMENTATION / APPOINTMENTS
HS12	GENERAL DUTIES OF PRINCIPAL CONTRACTOR
HS13	SUPERVISION OF CONSTRUCTION WORK
HS14	RISK ASSESSMENT
HS15	PROJECT LIAISON PROVISIONS
HS16	REGISTERS
HS17	TRAINING
HS18	HEALTH AND SAFETY INSTRUCTIONS
HS19	GENERAL REQUIREMENTS
HS20	NOISE INDUCED HEARING LOSS
HS21	TRAFFIC MANAGEMENT
HS22	EMERGENCY PLANS

HS1 INTRODUCTION

This Health and Safety Specification has been prepared in accordance with the requirements of the Construction Regulations (2014) as promulgated in the Occupational Health and Safety Act 85 /1993 & Regulations (OHSAct) and as such it is the basis for safety management for the Project being tendered for. This Specification is a “live” document and must be referred to and be available during site works, as well as the Principal Contractor’s Safety Plan.

IMPORTANT NOTE: Compliance with the OHSAct and Regulations shall not be limited to the specification and definitions contained in this document. Tenderers are expected to be conversant with the requirements and effects of health and safety legislation upon their activities, in particular the Construction Regulations, 2014, and to have made adequate resource in their tender submission to comply with all legislative requirements.

In response to this Specification a comprehensive, documented Health and Safety Plan is to be drawn up by the Principle Contactor, based on the results of Health and Safety Risk Assessments conducted, and the specifications provided, and presented to the Client or Client Agent for approval prior to commencement or work.

A copy of this safety specification must be made part of the Principal Contractor’s safety plan and be available to contractors working on site so that they are aware of the site health and safety standards and requirements. It is a project requirement that Contractors detail risk elements of their operations, in the form of written assessments and, where required by legislation, method statements, so that such risk can be properly incorporated into the Principal Contractor’s and Contractor’s safety plans.

A copy of this specification will be held by the Client and Project management team (where applicable).

References in this safety specification to “Consulting Engineer”, “Engineer” refer to the project Consulting Engineers.

References to “tenderer” and “Principal Contractor” in this safety specification refers to the entity tendering for the work as Principal Contractor for the project.

This document is to be read and understood in conjunction with the following inter alia;

- Occupational Health and Safety Act 85/1993.
- All regulations published in terms of the Occupational Health and Safety Act 85/1993.
- Construction Regulations (2014)
- SANS codes referred to by the Occupational Health and Safety Act 85/1993**
- Contract/Project documents.
- Basic Conditions of Employment Act 75/1997.
- Occupational Injuries and Diseases Act 103/1993.
- All regulations published in terms of the Occupational Injuries and Diseases Act 103/1993.

HS2 MANDATORY DEFINITIONS

The following definitions are extracted from the Occupational Health and Safety Act and refer to this project:

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything which may cause injury or damage to persons or property.

Employee

Means, subject to the provisions of subsection 1(2), any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of subsection 1.(2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).

Healthy

Means free from illness or injury attributable to occupational causes.

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for conveying any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

Plant

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant properly used.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, that plant or machinery.

Reasonably Practicable

Means practicable with regard to-

- The severity and scope of the hazard or risk concerned;
- The state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- The availability and suitability of means to remove or mitigate that hazard or risk; and
- The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk

Means the probability that injury or damage will occur.

Safe

Means free from any hazard

Standard

Means any provision occurring-

In a specification, compulsory specification, code of practice or standard method as defined in section 1 of the Standards Act. 1993 (Act No. 29 of 1993);

In any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

Workplace

Means any premises or place where a person performs work in the course of his employment.

HS2.1 DEFINITIONS – CONSTRUCTION REGULATION (2014)

The following definitions are extracted from the Construction Regulations (2014) and refer to this project:

Agent

Means any person who acts as a representative for a client;

Competent person

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed, provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

Construction work

Means any work in connection with-

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

Contractor

Means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

Hazard Identification

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

Health and Safety File

Means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

Health and Safety Plan

Means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

Health and Safety Specification

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

Method Statement

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

Principal Contractor

Means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

Risk Assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

HS3 PROJECT DETAILS

Client	Drakenstein Municipality Berg River Boulevard Paarl, 7622	Tel: 021 807 4703
Contact Person	Ronald Brown	
Consulting Engineer	Jan Palm Consulting Engineers 60 Bracken Street Protea Heights, Brackenfell, 7560	Tel: 021 982 6570 Fax: 021 981 0868
Contact Person	Johan Genis	

Description of Works

Construction of a Drop-Off and a Chipping and Crushing Area at the Drakenstein Landfill

Time Scale

To be confirmed.

Expected Start Date

January 2015

Working Hours

Weekdays: 08:00 – 17:00

Weekends: When required from 08:00 – 16:00

Public Holidays: No

HS4 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of its location:

Heavy vehicles driving around.

HOWEVER

Please note that public safety must be paramount at all times.

Planning restrictions:

DRAKENSTEIN MUNICIPALITY will advise the tenderer of any information known to the client that may be relevant to this issue in the tender documentation. Tenderer must comply with any restrictions imposed by DRAKENSTEIN MUNICIPALITY or other relevant authorities.

Electrical, water, sewage, telecommunications or other services serving/ crossing the site:

DRAKENSTEIN MUNICIPALITY will advise the tenderer of any information known to the client that may be relevant to this issue in the tender documentation.

HOWEVER

Tenderer must provide a description of any services known to exist on site by the tenderer, any risks presented by or to the services by the tenderer's operations and include such risks into the safety plan response.

Existing structures and Surrounding Land Use:

The site is an existing operating landfill facility.

HOWEVER

Tenderer must provide a description of the site surroundings as well as any structures where the site is located, any risks presented by or to site surroundings or structures (or their occupants) by the tenderer's operations and include such risks into the safety plan response.

Existing ground conditions and ground survey report:

DRAKENSTEIN MUNICIPALITY will advise the tenderer of any information known to the client that may be relevant to this issue in the tender documentation.

HOWEVER

Tenderer must direct any queries regarding ground stability or composition or similar to DRAKENSTEIN MUNICIPALITY for resolution. Tenderer is expected to take into account the findings of any ground report issued, assess the risk posed by ground conditions on the proposed works and include such risks into the safety plan response.

Existing Traffic Systems

DRAKENSTEIN MUNICIPALITY will advise the tenderer of any information known to the client that may be relevant to this issue in the tender documentation.

HOWEVER

Tenderer must provide a description of the road network both on site and in the immediate surrounding area where such road network conditions or restrictions (e.g.: road width) could present a risk to site users, suppliers or visitors, and include such risks into the safety plan response. Please note that traffic management must be in place where works affect road safety and that all necessary permissions must be obtained.

HS5 AVAILABLE DRAWINGS

DRAKENSTEIN MUNICIPALITY will advise the tenderer of any information known to the client that may be relevant to this issue in the tender documentation.

HS6 DESIGN INFORMATION

The Engineer will inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

Sequence of assembly/works:

The methods and sequence of the construction process will be advised by the Engineer for the project.

HS7 HAZARDOUS CONSTRUCTION MATERIALS

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and/or safety hazards during the project. Appropriate measures will need to be specified for their control:

Heavy trucks off-loading materials

The above list is not exhaustive; the tenderer will be expected to provide details of any other hazardous substances known to be pertinent to their site operations.

Considering the requirements of the Hazardous Chemical Regulations the Tenderer's Safety Plan must contain:

Material Safety Data Sheets (MSDS):

1. Prior to the use of hazardous materials or hazardous substance make ensure that data sheets are available and placed on record (H & S Plan).
2. All MSDS's shall be available for inspection by the Agent at all times.
3. An Approved Inspection Authority (AIA) must carry out any necessary exposure monitoring when applicable.
 - All exposure monitoring must be done in accordance to OESSM.
 - Depending on the outcome of the exposure monitoring a medical surveillance programme must be activated.
 - Records of the monitoring and medical surveillance must be kept for 30 years.
 - Training regarding the HCS regulations must be done and record thereof must be documented.
 - Ensure that the correct PPE is being issued and used.
 - HCS to be transported in accordance with SANS 072 and 0228
 - Reference should be made to the disposal of hazardous chemical waste on classified sites in the H & S Plan.

Controlling of HCS:

- By limiting the amount of HCS
- Limiting the number of exposed employees
- Limiting the exposure period
- Substituting the HCS
- Using of engineering controls
- Using appropriate written safe work procedures

HS8 SITE - WIDE ELEMENTS

Location of site access and exit points:

Access and exit point to site will only be from the entrance gate. All visitors must complete a visitor book prior to entry.

Location of unloading and storage areas:

Deliveries will be directly at the construction yard via trucks.

Traffic/ pedestrian routes:

Tenderer must ensure that safe means of segregation are provided so that members of public and site users safety is not affected or compromised by the works.

Effective and secure barriers should segregate pedestrian and construction traffic routes as far as is reasonably practicable.

Barriers should be highlighted/lit up for poor visibility/night works and signage posted as appropriate.

Existing welfare facilities and location of temporary site accommodation:

Welfare facilities:

- Must be located as close to the construction site as possible and described in tenderer's safety plan. Welfare facilities must address the minimum requirements in the Regulations.

Temporary Site Accommodation:

- Tenderer should describe what will be provided in their safety plan.

HS9 SITE RULES

The tenderer will be expected to devise their own site rules for this project and describe these rules in his safety plan. Rules should include risk posed by such hazards as:

- Manual handling
- Operation of plant and equipment
- Wearing of personal protective equipment (PPE)
- Protection of services, members of public, vehicles
- Noise
- Dust
- Fire
- Excavations, etc

The Principal Contractor will also be required to provide site rules on the following:

- Training
- Induction
- Permits to work
- Accident reporting

In the interest of fire prevention any combustible materials will be removed from the working areas prior to hot operations.

The following shall be prohibited from site.

Firearms:	including airguns
Intoxicating drink or drugs:	anyone attending site under the influence of drink or narcotic drugs will be refused entry
Pets or livestock:	except dogs specifically authorised for security purposes and those of house owners/occupants.
Unauthorised explosives:	including ammunition, detonators, primers and fireworks.

HS10 NOTIFICATION OF CONSTRUCTION WORK

The Principal Contractor shall before commencing with construction work:

- Notify the local Provincial Director of the Department of Labour in writing by means of an Annexure A form as required in the Construction Regulation (2003) of the construction work.
- The Principal Contractor must supply a copy of the Annexure A form to the Client/Clients Agent and keep a copy of the completed Annexure A on site.

HS11 LEGAL DOCUMENTATION / APPOINTMENTS

A. LEGAL APPOINTMENTS - GENERAL

Copies of the following legal appointment letters, signed by the Chief Executive Officer must be provided on site:

1. Sect 16.2 appointment i.t.o. OHSAct Sect. 16.2
2. Health and Safety Representative(s) i.t.o. OHSAct Sect 17
3. Health and Safety Committee Member i.t.o. OHSAct Sect 19
4. Incident investigator i.t.o. OHSAct General Administrative Regulation 8(2)
5. First Aiders i.t.o. OHSAct General Safety Regulation 3
6. Fire Fighters i.t.o. OHSAct Environmental Regulation 9

Take Note:

- Safety Representatives to be appointed in line with legislative requirements.
- Provide Certificates of training for inclusion into the Health and Safety plan.
- Health and Safety Committee meetings are to be held at least monthly between Safety Representatives and site management.
- Minutes of the Health and Safety Committee Meeting to be provided to the Client/Client Agent within 3 working days after the meeting took place.

B. DOCUMENTATION:

The following documentation must form part of the Health and Safety Plan tender submission:

- Occupational Health and Safety Policy i.t.o. Sect 7 of the OHSAct signed by the Chief Executive Officer.
- Proof of Registration with the Compensation Commissioner, Federated Employers or similar insurer, provided that a letter of good standing is also submitted. Note that contractors working for the tenderer will be required to submit this information as well for approval by the tenderer.
- Occupational Health and Safety (OHS) Organogram of the OHS-team, with their delegation and responsibilities of each member, provided that their appointment letters are also submitted.
- Indicate the estimated number of employees with distinction between permanent / temporary employees that will be working on this site.

Indicate the expected number of sub-contractors to be appointed by the Principal Contractor.

C. LEGAL APPOINTMENTS – CONSTRUCTION REGULATIONS (CR)

The following competent persons, as applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations. Please indicate in the Health and Safety Plan which of the appointments below are applicable to the project being tendered for.

Copies of the following appointment letters must be supplied on site BEFORE works begin, and a copy of the appointment letters provided to the Client/Client Agent:

- Construction Supervisor
- Assistant Supervisor i.t.o. CR 6(2)
- Confined Spaces Competent Person GSR (5)
- Construction Supervisor i.t.o. CR 6(1)
- Construction Vehicle and Mobile Plant Competent person CR 21(j)
- Electrical Installation Competent Person CR 22(d)
- Excavation Work Competent person CR 11(1)
- Fire Equipment Competent Person CR 27(h)
- Stacking Competent Person CR 26(a)
- Formwork & Support work Supervisor
- Formwork & Support work Inspector
- Construction risk assessor
- Demolition Supervisor
- Scaffold Supervisor
- Suspended Platform Supervisor
- Material Hoist Inspector
- Material Hoist Operator
- Batch Plant Supervisor
- Batch Plant Operator
- Controller of Explosive Powered Tools

Take Note:

Tenderers may be asked to supply proof of competence and qualifications of Appointed Person/s above either before or during project works.

- No work involving any of the above-mentioned appointment may be performed without the knowledge and approval of the relevant appointed competent person.
- The competent person shall be responsible for determining the level of supervision required for each activity.
- The Client/Client Agent must be informed of any changes made to the above appointments.
- The Client/Client Agent reserves the right to require that any contractor at any stage appoint a full or part time construction health and safety officer.

HS12 GENERAL DUTIES OF PRINCIPAL CONTRACTOR

The Principal Contractor will be responsible for the following:

1. Co-operation between all contractors to ensure compliance with the OHSAct and Regulations on site.
2. To ensure the above, the Principal Contractor must carry out the following:
 - Provide this Health and Safety Specification to all contractors.
 - Appoint Contractors in writing
 - Ensure that every contractors and their own Safety plan is approved, implemented and maintained
 - Ensure that contractors are registered with the Compensation Commissioner or Proof of Registration with the Compensation Commissioner, Federated Employers or similar insurer, provided that a letter of good standing is also submitted.
 - Ensure that Contractors make provision for the cost of Occupational Health and Safety measures during the construction process.
 - The Principal Contractor will be required to assess and approve the contractors Safety Plan within 5 working days of the receipt thereof.

Please note in particular the responsibilities and duties described for “Principal Contractors and Contractors” in terms of the Construction Regulations, 2014.

HS13 SUPERVISION OF CONSTRUCTION WORK

The following shall form an integral part and be included in the Health and Safety Plan:

- A site dedicated Construction Supervisor needs to be appointed in writing.
- The Client/Client Agent must be notified in writing if the Construction Work Supervisor is also appointed as a Construction Supervisor for other construction sites.
- Contractors working for the tenderer must have adequate site supervision on site.

HS14 RISK ASSESSMENT

The following activities are known to have elements of risk which must be incorporated into the tenderer's safety plan, where applicable. Please note that all requirements imposed by applicable legislation MUST be complied with.

Asphalting	Noise and Dust
Brush cutting	Plant/vehicle and equipment operation
Compacting and filling	Road Construction
Concrete Pumping	Steel fixing
Cutting Kerbs	
Electrical Tools and Electrical Installations	
Excavations	
Form work	
Hand tools	

The above list is not exhaustive and should not be limited to these activities and must cover all other activities that form part of the construction work.

To ensure that no critical task or hazard is missed, each activity must be split down to individual task and the associated hazards must be listed in a Hazard Identification Risk Assessment (HIRA).

Reference should be made to:

- Methodology used to perform the risk assessment
- High risks anticipated
- The expected activities and processes to be covered

Execution of risk assessments:

- Are to be conducted by competent person(s) as appointed under section 13 of this document.
- Occupational Health and Safety aspects must be covered by the risk assessment.
- The risk assessment must contain the signature(s) of the appointed persons.
- All Risk assessments must be handed to the Client/Client Agent prior to work.

Stopping of unsafe work:

- The Client/Client Agent and/or Principal Contractor are obligated under the Construction Regulations to stop any work that is not conducted in accordance with the health and safety plan/risk assessment.

Fall Protection Plan:

- Note that where the Construction Regulations require the submission of a Fall Protection Plan, the tenderer is required to submit a Fall Protection Plan for approval.

PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION:

Please note that the performance of the following work may only be done after submission of the appropriate safety documentation and approval by DRAKENSTEIN MUNICIPALITY's Safety Advisor:

- Use of explosives
- Diving Operations
- Work with Asbestos
- Work on railway property
- Work where there is a high risk of injury to members of public
- Work on or in public roads
- Work in confined spaces (especially manholes) the depth of which exceeds 1.2m.
- Demolition
- Working at height greater than 3 meters.

HS15 PROJECT LIAISON PROVISIONS

The following liaison provisions should be current and part of the Health and Safety Plan:

- The tenderer shall insist that all instructions from the Engineer or other parties are conveyed to him in writing.
- The tenderer is to indicate in his Health and Safety Plan the level of liaison between himself and the Engineer of the current project.
- The tenderer must establish and ensure good two-way communication between himself, the Client/Client's Agent and other contractors.

HS16 REGISTERS

The tenderer must identify in their safety plan which of the following registers are applicable:

- Construction Vehicles and Mobile plant
- Excavations
- Fire Extinguisher Inspection
- First Aid Kit
- Incident Register
- Personal Protective Equipment Issue
- Portable tools
- Form work/support work
- Temporary Electrical Installations
- All registers must be available at the site offices at all times for inspection by the agent. Registers must only be completed by competent and authorised personnel.
- The list of registers above is not exhaustive and the Health and Safety Plan should list any other registers that the tenderer feels are appropriate to the project.

HS17 TRAINING

Training registers must be signed by trainer and trainee and include the following Information:

- The full name & surname of employees
- ID Number of employees

The following training will need to be conducted, arrangements to be described in tenderer's health and safety plan:

- Induction Training
- Training regarding Hazard Identification
- Specific training regarding applicable competencies, particularly plant, scaffolding, formwork and confined spaces
- Fire Extinguisher training

Site Visitors:

The method to be used to inform all visitors entering the site of hazards on site must be documented in the Health and Safety Plan.

PPE issue to visitors:

The method to be used to supply personal protective equipment to visitors entering the site must be documented in the Health and Safety Plan.

Training Card:

All personnel to be issued with, and carry, proof of training while on site.

Written Instructions / Safe Work Procedures / Method Statements:

Means to be used when issuing written instructions and safe work procedures must be documented in the Health and Safety Plan.

Activities requiring Method Statements must be documented in the safety plan.

HS18 HEALTH & SAFETY INSTRUCTIONS

All Health and Safety instructions will be given in writing and must be integrated in the Health and Safety Plan/File.

HS19 GENERAL REQUIREMENTS

Unauthorised Personnel:

- No unauthorised person to enter site.

Personal Protective Equipment (PPE):

- Prior to issue of PPE a Risk Assessment needs to be done to determine what PPE needs to be issued.
- The procedure of issuing and control PPE shall be documented in the Health and Safety Plan.
- The wearing of PPE must be enforced at all times

Hired Plant:

- The contractor shall be responsible for the safe condition and operation of hired plant.

Construction Vehicles and Mobile plant

- A detailed list of Construction Vehicles and Mobile plant that will be utilized on the site must be kept on site. Take note of the Construction Regulations requirement reference appointment of competent persons to operate plant and the requirement for recorded inspections on a daily basis, as well as the need for valid medical certificates of fitness.

Transport of Employees:

- The National Road Ordinances shall be applicable at all times.
- The detail around the arrangement and method of transporting workers shall be documented in the Health and Safety Plan.

Signs:

- The arrangement, layout and posting of signs shall be documented in the Health and Safety Plan.
- If crossing roads the Road Ordinances shall be applicable at all times.

Medical Certificate of Fitness:

- Drivers of construction vehicles and Mobile plant shall be in possession of a medical fitness certificate.
- Persons working at height must be in possession of the relevant medical certificate of fitness.
- This above-mention medical fitness certificate shall be documented in the Health and Safety Plan.

Site Visitors Register:

- A Site Visitors Register shall be kept on site at all times.
- No visitor shall be permitted on site prior to signing of the visitors register.
- The visitor register shall only be signed after the successful completion of a site induction course, as applicable.
- *Signs directing visitors to the site offices shall be posted.*

HS20 NOISE INDUCED HEARING LOSS (NIHL)

The tenderer will be required to ensure that works comply with the Noise Induced Hearing Loss Regulations (NIHL) as promulgated in the OHSAct, as far as practically possible. The works must be carried out with the minimum of noise and inconvenience to the occupants of adjacent property.

Where noise is identified as a hazard the requirements of the Noise Induced Hearing Loss (NIHL) Regulations promulgated in the OHSAct must be documented in the Health and Safety Plan. The following will need to be taken into account:

- Risk assessment must be carried out
- Monitoring to be done by an Approved Inspection Authority (AIA) according to SANS 083
- Medical surveillance programme established and maintained for the exposed employees.
- Proof of training regarding the NIHL regulations
- Control of noise levels with reference to:
 1. Engineering methods considered
 2. Administrative control measures (less employees exposed)
 3. Personal protective equipment issued.
- Records must be kept for 40 years.

HS21 TRAFFIC MANAGEMENT

The following shall be part of the Health and Safety Plan:

The National Road Ordinances shall be applicable at all times.

- Temporary road traffic signs must be in accordance with the National Road Ordinances.
- Assistance regarding traffic management can be acquired from the local Traffic Department.
- The Principal Contractor must inform the local Traffic Department in writing of their intentions by means of registered post.

HS22 FIRST AID, FIRE AND EMERGENCY PLANS

A Fire and Emergency plan must be documented in the tenderer's Health and Safety Plan. Provision must be made for:

1. Medical cases and Injury on duty
2. Fire evacuation, assembly points, means of raising the alarm, fire extinguisher provision, appointment of Fire Marshals
3. Rescue
4. First Aid
 - An OHSAct regulation first aid kit to be on the site at all times and,
 - Shall be in control of the trained first aider
5. Emergency Telephone Numbers and location addresses for:
 - Ambulance (Metro), Ambulance (Private)
 - Dept of Labour
 - Doctor
 - Fire & Rescue Services
 - Hospital (Medi Clinic), Hospital (Provincial)
 - Police
 - Engineer
 - Safety Officer

CLOSURE

This Safety Specification does not exempt the tenderer from satisfying themselves of the full extent and character of the works or of all local conditions and restrictions affecting the works before tendering.

A detailed survey and examination of the location must be done by the tenderer before the tenderer's Health and Safety Plan is developed.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE DRAKENSTEIN LANDFILL

ANNEX 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION:

CONTENTS

PSA	GENERAL – 1986
PSAB	ENGINEER'S OFFICE – 1986
PSC	SITE CLEARANCE – 1980
PSD	EARTHWORKS – 1988
PSDB	EARTHWORKS (PIPE TRENCHES) – 1989
PSDM	EARTHWORKS (ROADS, SUBGRADE) – 1981
PSG	CONCRETE (STRUCTURAL) - 1982
PSL	MEDIUM PRESSURE PIPELINES – 1983
PSLB	BEDDING (PIPES) – 1983
PSLC	CABLE DUCTS – 1981
PSLD	SEWERS – 1982
PSM	ROADS – 1996
PSME	SUBBASE – 1981
PSMF	BASE – 1981

VARIATIONS AND ADDITIONS TO THE STANDARDISED SANS SPECIFICATIONS

PSA **GENERAL**
(Applicable to SANS 1200 A - 1986)

PSA2 **INTERPRETATIONS**

PSA2.1 **APPLICATION**

The Contractor will not be restricted in the use of resources and in particular in the use of mechanical plant.

PSA2.8 **ITEMS IN SCHEDULE OF QUANTITIES: PRINCIPLE (Sub clause 2.8.1)**

Amend the first sentence as underlined below:

"..... stated in the relevant sub clause of Clause 8 of the applicable Standardised Specification or in the Measurement and Payment clause of the applicable Standard Specification, Particular Specification Section or Project Specification in addition to the cost to the Contractor"

PSA5 **CONSTRUCTION**

PSA5.1 **SURVEY**

PSA5.1.1 **Setting out of the Works**

The Contractor is responsible for the setting out of the Works from the information given on the drawings or from information provided by the Engineer.

Benchmark data will be given to the Contractor timeously.

Benchmarks that are to be disturbed by the temporary or permanent works must be referenced by the Contractor, prior to the disturbing thereof, at the Contractor's cost.

PSA5.8 GROUND AND ACCESS TO THE WORKS

The Contractor shall provide temporary access to the Works and to the dumping areas as may be required by him and to the approval of the Engineer.

Temporary access roads must be gravelled and maintained for the duration of the construction period, and removed on completion of the Works only if ordered by the Engineer.

PSA5.9 WORKMAN'S COMPENSATION ACT

All labour employed on the Site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, such amounts as are due in terms of the Act, including the payment of the necessary levies.

The manner in which Workman's Compensation will be handled shall be resolved by the Contractor with all the relevant parties at the commencement of the Contract.

PSA8 MEASUREMENT AND PAYMENT

PSA8.1.1 Method of Measurement, All Sections

Amend 8.1.1 as underlined below:

"Except where otherwise specified in Clause 8 of a Standardised Specification or in the Measurement and Payment clause of an applicable Standard or Particular Specification section or in the Project Specification or in the Preamble to the Schedule, all items"

PSA8.2 PAYMENT

PSA8.2.1 Fixed-Charge and Value-Related Items (Sub-clauses 8.2.1 and 8.3)

The tendered sums for the fixed-charge items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the Tender Sum within the limits stated in Clause 6.11 of the General Conditions of Contract.

PSA8.2.2 Varied Payment for Time-Related Items (Sub-clauses 8.2.2 and 8.4)

The tendered sum for each relevant time-related item in the P&G Section of the Schedule of Quantities shall be appropriately adjusted pro rata to any authorised extension or to any certified reduction to the Time for Completion of the Works, in full settlement of any time-related costs.

The said adjustments will be made in the Interim Payment Certificate issued with or following upon the issue of the Completion Certificate, irrespective of the actual period required for the completion of the Works.

Payment for the sums tendered for the abovesaid time-related items will be adjusted on the basis of the total for each item being calculated as follows:

$$P = C \times \frac{T_e}{T_t}, \text{ wherein}$$

P = Adjusted amount certified for payment under the relevant time-related item;

C = Amount tendered for the relevant time-related item, appropriately adjusted (when applicable), for the designated operation;

T_t = Time for Completion as stated in the Contract Document; and

T_e = Time for Completion (T_t) plus any extensions of time for completion authorised, or minus any reduced time for completion certified, up to the date of the

substantial completion of the Works as certified by the Engineer in terms of the General Conditions of Contract;

and provided that for any time-related item which relates to a duration of construction as specified in the Schedule of Quantities, the term "time for completion" in the description of the above formula shall be held to be substituted by the term "duration of construction".

The final amount paid under the time-related items in accordance with the above formula will be taken to be an agreed amount in full compensation for time-related charges adjusted for varied time for completion. The adjusted sums will however be subject to contract price adjustment if applicable to the Contract.

PSA8.3.2 Establishment of Facilities on the Site

PSA8.3.2.2 Facilities for Contractor
(Sub-clauses 8.3.2.2 and 8.4.2.2)

The tendered sums for the items 8.3.2.2(a) to (e) and 8.4.2.2(a) to (e) as scheduled by the Engineer, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing in addition to all other facilities specified and as required by the Contractor for his own purposes.

PSA8.3.2.2 (c) & PSA8.4.2.2 (c) LaboratoriesUnit: Sum

The tendered sums for the items 8.3.2.2(c) and 8.4.2.2(c) shall cover the Contractor's overhead costs, profit and all costs related to the use of an outside or private laboratory, or both, as the case may be. The sums tendered shall be paid to the Contractor in full.

PSA8.3.2.2 (i) &Access to the works Unit: Sum
PSA8.4.2.2 (i) (Fixed-charge and time-related item)

The tendered sums for the items "access to the Works" in the P & G Section A of the Schedule of Quantities shall cover all the Contractor's costs for the work required for the provision and maintenance of access to and on the Site of Works as specified in Sub-clause 5.8 and PSA5.8.

The rates shall include for the supply, placing, maintenance and removal on completion of the Works (if any) of gravel on temporary access roads and the restabilisation of borrow pits as may be required.

No extra payment will be made for the construction and maintenance of any gravelled access roads.

PSA8.4.6 Liaison with Authorities and the community, Opportunities to, and Co-operation with Others on SiteUnit : Sum
(Time-related item)

The tendered sum shall cover all the Contractor's direct costs of liaison with Authorities and the Community and affording opportunities to and co-operation with Others on Site, and all other costs incidental to the required liaison, affording of opportunities and co-operation with others as specified.

PSA8.6.1 Special Risk Insurance.....Unit: Prime Cost Sum

The Contractor will be paid annually in increments agreed upon under the Prime Cost Sum provided in the P & G Section of the Schedule of Quantities for the actual cost of the Special Risk insurance premium for the relevant year or portion of a year (as the case may be) plus an allowance of ten percent to cover the Contractor's overhead costs; provided that in the event of the Contract extending beyond the authorised Due Completion Date in terms of the Contract, the Contractor shall maintain the insurance cover at his own cost. Payment will be effected in the interim certificate that follows upon the Contractor's submission of a receipt for the payment of the required insurance premium.

PSA8.8 TEMPORARY WORKS

PSA8.8.2 Accommodation of traffic

PSA8.8.2 (a) Dealing with traffic in generalUnit: Sum
(Time-related item)

Accommodation of Traffic shall be measured for payment at the tendered lump sum under Temporary Works in the P & G Section A of the Schedule of Quantities. The sum tendered and paid shall include full compensation for the installation and all subsequent moving and re-establishment and final removal of lighting, signboards, traffic signs, barricades, drums, flashing lights, labour, transport or any other item required for the safe accommodation of traffic on public roads, all to the satisfaction of the Engineer.

Although the tender sum for Accommodation of Traffic shall be paid out as specified for time-related items during the construction period, the sum tendered will be a fixed amount and will not be subject to adjustment due to a possible extension or reduction of the Time for Completion or for any other reason whatsoever.

PSA8.12 WORKMEN'S COMPENSATION ACT (APPLICATION) Unit: Sum

The application of the Workmen's Compensation Act to all employees will be measured and paid as a sum. The tendered sum shall cover the cost of paying the necessary workmen's compensation levies, the cost of administration as well as any other incidentals necessary to implement the process in accordance with the requirements of the Workmen's Compensation Act.

The sum tendered shall be based on the Bonus Qualification amount of Person-Tasks stated by the Employer in the Tender Appendix.

Pro-rata amounts of the sum tendered, based on the number of Person-Days of temporary local employees actually employed against the Bonus Qualification number of Person-Tasks stated in the Tender Appendix, will be paid.

PSA8.13 SETTING OUT OF THE WORKS..... Unit: Sum
(Fixed-charge and time-related item)

The cost to the Contractor for the setting out of the Works and for the checking of the Surveyor's pegs and Benchmarks in terms of Sub-clause PSA5.1.1, shall be covered by the tendered sums for the fixed-charge and time-related items "setting out of the Works" in the P & G Section A of the Schedule of Quantities.

PSAB **ENGINEER'S OFFICE**
(Applicable to SANS 1200 AB - 1986)

PSAB3 MATERIALS

PSAB3.1 NAMEBOARDS

Notwithstanding the provisions of Sub-clause 3.1, **one** name board shall be erected and the board shall comply with the format and size shown in **Addendum B in C3.4**

PSAB3.2 OFFICE BUILDING/SITE OFFICE (SUBCLAUSE 3.2)

One office complete with furnishing as specified must be provided by the Contractor and the office may be shared between the Contractor and the Engineer or the Engineer's Representative.

Although ski-cabins or similar structures will be acceptable as offices, even if they might not comply with the requirements specified for floor area and ceiling height, the use of such structures will be subject to the approval of the Engineer.

The Contractor must consult with the Engineer prior to the supply and erection of the site office.

PSAB3.4 ABLUTION AND LATRINE FACILITIES

No ablution and Latrine facilities are required by the Engineer.

PSAB4 PLANT

PSAB4.1 TELEPHONE AND FAX (Sub-clause 4.1 and 5.4)

No telephone or facsimile facilities are required by the Engineer.

PSAB4.2 SURVEY EQUIPMENT

The Contractor shall provide the following minimum survey equipment on the Site from the commencement to the completion of the Works:

- (a) 1 No. Engineer's automatic level with tripod;
- (b) 1 x levelling staff graduated in 5 mm intervals with staff bubble;
- (c) 1 No. 30 m Fibreglass measuring tape;
- (d) All steel pegs, shovels, picks, etc. which the Engineer's Representative may require during the Contract.

The instruments may by arrangement be shared between the Contractor and the Engineer's Representative.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works, the ownership of the equipment shall revert to the Contractor.

PSAB4.3 FIRST-AID KIT AND PROTECTIVE CLOTHING

The Contractor shall provide on the Site of Works two first-aid kits to deal with accidents, illnesses and snakebite which may occur during the normal course of Site operations.

The Contractor shall provide two sets of rubber boots for the exclusive use of the Engineer and his Staff.

PSAB5 CONSTRUCTION

PSAB5.1 NAMEBOARDS

Delete the words "on completion of the contract," and substitute it with:

"...by the end of the defects liability period, or at such other earlier time as the engineer may instruct or approve."

PSAB5.2 SERVICES FOR OFFICE AND ABLUTIONS

No services are required by Engineer.

PSAB5.5 ENGINEER'S ASSISTANTS

One survey assistant shall be allocated to the Engineer by the Contractor if necessary. The assistant shall be able to read and write either Afrikaans or English and shall be available to the Engineers as an assistant at all reasonable time during the construction period.

PSAB8 MEASUREMENT AND PAYMENT

PSAB8.2.2 Engineer's OfficeUnit: Sum

The tendered sum per number for an office shall include all costs for the supply, maintenance and removal of ablutions and latrine (Item PSAB3.4), the installation of a telephone and fax (Item PSAB4.1), the provision of a first-aid kit and protective clothing (Item PSAB4.3), services (Item PSAB5.2) and employment of assistants (Item PSAB5.5).

PSAB8.2.3 Engineer's telephone and fax

The actual cost of the Engineer's telephone calls and fax transmissions from the Site office(s) and fax paper will be refunded to the Contractor out of the Provisional Sum allowed by the Engineer, plus an allowance of 2,5% to cover the Contractor's overhead costs.

PSAB8.2.4 Survey Equipment and AssistantsUnit: Sum
(Fixed-charge and time related item)

The tendered sum shall include all costs for the supply and maintenance of the survey equipment (PSAB4.2) and the employment of assistants for the Engineer (PSAB5.5).

PSC S I T E C L E A R A N C E
(Applicable to SANS 1200 C - 1980)

PSC3 MATERIALS

PSC3.1 DISPOSAL OF MATERIAL AND DEBRIS

Material obtained from clearing of surface vegetation shall be disposed of by the Contractor in a manner and to a place of the Contractor's choice.

The burning on Site of vegetation and debris will not be permitted.

PSC5 CONSTRUCTION

PSC5.1 AREAS TO BE CLEARED AND GRUBBED

Site clearance shall only be done after receipt by the Contractor of the Engineer's written approval to that effect on areas designated by the Engineer.

Where directed by the Engineer the site shall be cleared of all trees, vegetation and dumped rubble and household rubbish.

The area to be cleared shall be the minimum area required for the execution of the Works but shall include areas identified for the stockpiling of materials such as selected bedding and selected subgrade materials.

PSC5.3 CLEARING

Clearing shall include the loading, removal and disposal of refuse as directed by the Engineer.

PSC8 MEASUREMENT AND PAYMENT

PSC8.2.11 Filling and compacting of holes.....Unit: m³

See PSD8.3.3.1.

PSD **E A R T H W O R K S**
(Applicable to SANS 1200 D - 1988)

PSD5 **CONSTRUCTION**

PSD5.1.4.3 **Disposal of Surplus and Unsuitable Material from Excavation**
(Sub-clauses 5.1.4.3 and 5.2.2.3)

See Part C3.4: Construction, Clause 5.4.

Surplus material from excavations which is suitable to use in fills shall be placed and spread in fills or placed in embankments in areas on the Site designated by the Engineer and compacted to at least 90% Mod. AASHTO density (98% for cohesionless materials).

Unsuitable material from excavations shall be disposed of by spreading as uncompacted fill or placing in embankments in areas designated by the Engineer during the Contract. When ordered by the Engineer, the material shall be compacted to at least 90% Modified AASHTO maximum density (98% for cohesionless materials).

PSD5.2.2.3 **Disposal and Spoil Site(s)**
(Sub-clause 5.2.2.2)

Except when it is required and designated by the Engineer that surplus and unsuitable material from excavations shall be disposed of on the Site, such material shall be disposed of to Spoil Sites in accordance with the terms specified at Part C3.4: Construction, Clause 5.4.

PSD6 **TOLERANCES**

PSD6.1 POSITION, DIMENSIONS AND LEVELS FOR BULK EARTHWORKS

Except that finished levels shall comply with 6.1(b) (3) for Degree of Accuracy II, a degree of accuracy III shall be applicable to bulk earthworks.

PSD8 **MEASUREMENT AND PAYMENT**

PSD8.3 SCHEDULED ITEMS

PSD8.3.2 **Disposal of Surplus Material**
(Sub-clause 8.3.2 and 8.3.3)

The tendered rates for excavation and disposal of material shall include the costs for the placing of the material as uncompacted fill to a site within the free haul distance.

PSD8.3.3.1 **Filling and compacting of holes..... Unit: m³**

The filling with soil and compaction of holes and depressions on Site as designated by the Engineer will be measured per cubic meter (m³), as compacted fill according to the volume of the holes.

The tendered rate shall cover the cost of placing the material, watering where required and compaction to 93% AASHTO density (100% for sand).

The cost of excavation and hauling of material will be measured under the relevant scheduled items.

PSDB **E A R T H W O R K S (P I P E T R E N C H E S)**
(Applicable to SANS 1200 DB - 1989)

PSDB3 **MATERIALS**

PSDB3.5 BACKFILLING MATERIALS TO TRENCHES FOR PIPES AND DUCTS UNDERNEATH STREET FOUNDATIONS

For all pipe and duct trenches at street crossings the backfilling above the pipe or duct fill blanket (covering) layer to the bottom of the selected subgrade of the street foundation shall comply with the specifications for the selected subgrade and may be selected from excavations on site.

The total depth of additional compaction as in Sub-clause 5.7.2 shall be as directed by the Engineer on Site.

PSDB5.5 UNSUITABLE OR UNSTABLE TRENCH BOTTOM

Where the trench bottom is in waterlogged or unstable or unsuitable conditions during the construction operations, the Engineer may order in writing the placing of a working floor. The working floor shall consist of:

- (a) 19 mm singularly graded crushed rock aggregate of 150 mm minimum thickness, unless otherwise ordered by the Engineer, to be
- (b) wrapped in a geotextile filter fabric of mass 210 g/m²

The filter fabric shall be placed on the trench bottom prior to placing the stone aggregate on the filter fabric. After the aggregate have been placed and spread to the required thickness, the filter fabric shall be wrapped/folded over the aggregate to a minimum overlap of 300 mm. The specified bedding shall be placed on the enclosed drain/working floor.

PSDB5.6.3 Disposal of Excavated Material

Surplus material from trench excavation shall be disposed of as specified in PSD5.1.4.3.

PSDB5.7.2 Compaction below street pavement

Trenches underneath the street pavement and kerbs (i.e. street carriageway) shall be backfilled and compacted as specified in 5.7.2, and such other localities as the Engineer may direct.

PSDB5.11 CONSTRUCTION SEQUENCE FOR PIPELINES AND DUCTS CROSSING ROADS

Except in cases where the Engineer may instruct the Contractor to construct roads and sidewalks up to a certain level or stage before trench excavations through the completed road pavement layer(s) are done in order to provide sufficient cover over the pipes and ducts during the subsequent construction of the relevant layers of the road pavement or sidewalk, all backfilling for such pipe trenches and ducts up to the top of the selected subgrade of the street foundation must be completed before the construction of the street sub base layer in order that the sub base layer can be constructed in a continuous operation across the pipes and ducts.

PSDB8 MEASUREMENT AND PAYMENT

PSDB8.3 SCHEDULED ITEMS

PSDB8.3.2 (a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material, all within the free haul distanceUnit : m³ or m

The tendered rate shall include for all costs for compaction, testing and disposal of surplus material as uncompacted fill to a site within the free haul distance. The uncompacted fill shall be spread to levels as specified for "bulk" earthworks.

PSDB8.3.2 (d) Disposal of Surplus Material (Sub-clause 8.3.2)

The tendered rate shall include for all costs for disposal of surplus material as uncompacted fill to a site within the free haul distance.

PSDB8.3.2 (e) Placing and Compaction of Disposed (Spoil) Material from Excavation (Sub-clause 8.3.2).....Unit: m³

See Sub-clause PSD 8.3.2.

PSDB8.3.4 (c) **Working floor on trench bottom**

The construction of a working floor as specified under PSDB5.5 will be measured as follows:

- (a) The aggregate shall be measured for payment in terms of item 8.2.3 of SANS 1200 LB.
- (b) The filter fabric shall be measured by the square metre (m²) to nett dimensions specified by the Engineer.

The tendered rates for (a) and (b) shall cover the cost of disposing of the displaced material within the free haul distance, the supply and placing of the stone and filter fabric as specified, and the cost of losses as a result of over excavated trench widths and/or bottoms and overlaps and/or formwork if required.

PSDM **E A R T H W O R K S (R O A D S , S U B G R A D E)** (Applicable to SANS 1200 DM - 1981)

PSDM2 **INTERPRETATIONS**

PSDM2.1 **SUPPORTING SPECIFICATIONS**

Delete from Sub-clause 2.1(c) "or SANS 1200 DA, as applicable" and throughout the specification delete all reference to SANS 1200 DA.

PSDM5 **CONSTRUCTION**

PSDM5.2.2 **Cut and borrow**

PSDM5.2.2.2 **Dimensions of Cuts**

(a) Street Foundation

The "box-cut" for the street foundation layer shall initially be done to the level of the top of the roadbed.

PSDM5.2.2.5 **Disposal of Surplus or Unsuitable Material**

The Contractor shall place the material from the road excavations along the side of the "box cut". It shall then be hauled and spread on the designated areas as directed on the Site by the Engineer, and compacted.

Spoil material shall be placed as uncompacted fill on sites designated by the Engineer and, when directed by the Engineer, spoil material shall be spread and compacted to at least 90% Modified AASHTO maximum density (98% for cohesionless materials): see Sub-clause PSD5.1.4.3.

PSDM5.2.3 **Treatment of Roadbed**

PSDM5.2.3.2 **Removal of Unsuitable Roadbed Material**

When, in the opinion of the Engineer, the in-situ roadbed material is unsuitable as an in-situ selected subgrade, further material shall be cut and replaced with material suitable for selected subgrade material in compliance with the specification in layers not exceeding 150 mm (after compaction) per layer, /and as directed by the Engineer on Site.

PSDM5.2.3.3 **Preparation and Compaction**

Each portion of the roadbed and sidewalk bed shall be prepared by ripping and scarifying and shaping where necessary, and compacting after watering to 93% Mod. AASHTO density for a depth of not less than 150 mm or 300 mm (100% for sand).

The Engineer will direct on Site the depth of roadbed treatment to be applied.

PSDM8 **MEASUREMENT AND PAYMENT**

PSDM8.1 BASIC PRINCIPLES

PSDM8.1.1 **Compaction Testing**

The rates tendered for the pay items scheduled under 8.3.3 to 8.3.16 shall include for compaction testing, where applicable.

PSG **C O N C R E T E (STRUCTURAL)**
(Applicable to SANS 1200 G - 1982)

PSG1 **MATERIALS**

PSG1.1 CEMENT

PSG1.1.1 **Alternative Types of Cement** (Sub-clause 3.2.2)

Only Portland cement may be used. Mixtures of Portland cement and milled granulated blast furnace slag will only be permitted if the prior approval of the Engineer has been obtained.

PSG1.1.2 **Storage of Cement** (Sub-clause 3.2.3)

Cement shall not be kept in storage for longer than 10 weeks without the Engineer's permission.

PSG1.2 WATER (Sub-clause 3.3)

The source of the water shall be subject to the approval of the Engineer.

PSG1.3.1 **Shrinkage**

The aggregate used in concrete for water retaining structures shall display a low shrinkage and absorption factor. The factor shall not exceed 3% when measured in accordance with BS 812.

PSG1.3.2 **Alkali-aggregate Reaction**

Malmesbury hornets (shale) or other reactive aggregates shall not be used in conjunction with a high alkali cement in concrete in any part of the Works. For the purposes of this clause, a high alkali cement is one in which the equivalent alkali content ($\text{Na}_2\text{O} + 0,658 \text{K}_2\text{O}$) exceeds 0,60% by mass of the cement.

In order to ensure that the above requirements are met, the Contractor may elect to use a non-reactive aggregate that complies with the requirements of SANS 1083. Alternatively, if the Contractor chooses to use Malmesbury hornets or another reactive aggregate, he shall comply with the following requirements regarding the cement:

- (a) Before commencing any particular section of the structure, the Contractor shall ensure that he has enough cement that is not a high alkali cement to complete the section.
- (b) Certificates stating the alkali content of each delivery of cement to the Site shall be supplied by the Contractor. These certificates shall be based on tests carried out at a laboratory approved by the Engineer. The cost of testing, including sampling, transporting of samples, and issuing of certificates, shall be borne by the Contractor.
- (c) The Contractor shall be entitled to use an approved brand of Ordinary Portland cement as a means for ensuring that the permissible alkali content is not exceeded. The Contractor shall make allowance for the higher price of such approved brand, if he chooses to use this method.
- (d) High alkali cement delivered to the Site shall be rejected, and the cost of its removal and replacement with cement with an acceptable alkali content shall be borne by the Contractor.

PSG1.3.3 **Samples and Testing**

Samples of the proposed fine and coarse aggregates shall be made available to the Engineer for approval. The Contractor shall provide the Engineer with grading analyses to prove that the aggregate grading's conform to the requirements of SANS 1083 Tables 1 and 5.

The soluble sulphate content of the aggregate shall not exceed 0, 15 % (m/m) of the total aggregate mass.

PSG1.4 ADMIXTURES (Sub-clause 3.5)

Admixtures shall not be used in any concrete without the approval of the Engineer. In the event of the Contractor wishing to make use of admixtures, he shall provide the Engineer with all the necessary technical information and details timeously.

PSG3 **CONSTRUCTION**

PSG3.2 CONCRETE

PSG3.2.1 **Chloride Content** (Sub-clause 5.5.1.4)

The requirements of Table 4, column 4 of Sub-clause 5.5.1.4 shall apply.

PSG3.2.2 **Durability** (Sub-clause 5.5.1.5)

The condition of exposure is specified as "moderate".

PSG4 **TESTS**

PSG4.1 FREQUENCY OF SAMPLING (Sub-clause 7.1.2)

A set of four concrete cubes shall be made from each sample. At least one set of cubes shall be taken from each day's casting and from at least every 15 m³ of concrete of each grade placed.

PSG4.2 TESTING (Sub-clause 7.2)

Tests specified or implied under Sub-clauses 7.1.1 and 7.1.2 and these Project Specifications and all other prescribed tests (or those specified by the Engineer on Site and which do not pass), will be deemed to be included in the pay items for concrete.

PSG4.3 EARLY STRENGTH TESTING (Sub-clause 7.2.4)

Unless otherwise decided by the Engineer, one of the four cubes (PSG 4.1) shall be tested at an age of 7 days.

PSG5 **MEASUREMENT AND PAYMENT**

PSG5.1 SURFACE BED JOINTS AND SURFACE FINISH

Measurement and payment for joints and unformed surface finish to floor slabs will be as per SANS 1200G and 1200 GA but the tendered rate for joints is to cover all formwork and toggle joints or saw-cutting and the rate for unformed surface finish is to cover the addition of surface hardener and curing as specified by the supplier of the surface hardener.

PSL **M E D I U M P R E S S U R E P I P E L I N E S** – Not Applicable
(Applicable to SANS 1200 L - 1983)

PSL3 **MATERIALS**

PSL3.9.7 **Corrosion Protection of Fittings/Specials**

All steel fittings, saddles and couplings shall be wrapped in denso tape or similar protective tape and two layers of PVC sheeting.

All bolts, nuts and washers of couplings, saddles and fittings shall be stainless steel.

PSL3.10 VALVES

All valves shall be stainless steel knife gate valves.

PSL5 **CONSTRUCTION**

PSL5.1.4 **Depths and cover**

Water mains shall be laid generally so that the cover to the top of the pipe barrel from finished surface shall be 800 mm to 900 mm after completion of bulk earthworks and roadwork's including shaping of sidewalks, etc except at points of intersection with other services where it may be necessary to lay water mains shallower than 800 mm or deeper than 900 mm, or at other points where it is directed by the Engineer to lay pipes deeper or shallower.

PSL7 **TESTING**

PSL7.1 GENERAL

PSL7.1.1 **Working pressure of gate valves**

The Contractor shall ensure that the differential pressure across valve gates does not exceed the manufacturer's stated maximum working pressure.

PSL7.3.1 **Test pressure and time of test** (Sub-clause 7.3.1)

Testing of water mains shall be carried out after the installation of connections. End caps shall be fitted to the outlet end of the connection and testing shall be done up to the end cap with all in-between valves in the open position. The permissible leakage rate specified in Sub-clause 7.3.3 shall be that applicable to the length of water main and connection pipes to the water main. Permissible pressure will be 1, 5 x maximum work pressure.

PSL8 **MEASUREMENT AND PAYMENT**

PSL8.1 GENERAL

The tendered rates for the supply of materials shall cover the cost of all protective coating and linings.

No extra payment will be made for temporary water supply connections for testing and testing, which will be held to be included in the price for laying of pipes, valves and specials.

PSL8.2.1 **Supply, Lay, etc. of Pipes** (Sub-clause 8.2.1)

The tender rate per metre shall, in addition to the costs specified in Sub-clause 8.2.1, cover the cost of the supplying and fitting of the additional couplings for cut pipes. Unused off-cuts shall become the property of the Contractor.

The tendered rate shall further cover the costs of disinfection and testing as specified in Sub-clause 5.10 and PSL7.1 respectively.

PSL8.2.2 **Supplying, Laying, etc. of Specials complete with Couplings**

The rate per number **extra-over** the rate for Item 8.2.1 shall cover the cost of the corrosion protection specified in terms of Sub-clause PSL3.9.7.

PSL8.2.16 **Connection to Existing Works** Unit: (see Bill of Quantities)
(Pipe sizes as scheduled)

The tender rate, if any, for a connection onto the existing water mains as scheduled, shall cover all costs to the Contractor for the protection of existing services, isolating thereof, removal of concrete thrust blocks and end caps at pipe ends, cutting into existing pipes at T-junctions or cross-junctions and all other incidentals which are not covered by the tender rates for the supply and installation of pipes and pipe specials as scheduled.

PSLB **B E D D I N G (PIPES)**
(Applicable to SANS 1200 LB - 1983)

PSLB3 **MATERIALS**

PSLB3.1 **Bedding and Selected Fill Blanket** (Sub-clause 3.1 and 3.2)

Bedding and Fill shall be sourced from commercial sources.

PSLB3.4.1 **Bedding Selection** (Sub-clause 3.4.1)

The Contractor will be required to select the coarser sand from trench excavations for bedding under pipes where pipes are to be laid on a trench bed which is in waterlogged conditions.

PSLB5 **CONSTRUCTION**

PSLB5.1.2 **Details of Bedding**

HDPE and uPVC pipes shall be laid in bedding for flexible pipes as shown on Dwg SANS 1200 LB 3(c).

Flexible Pipe lines up to and including 50 mm requires no bedding in sandy soils.

PSLB8 **MEASUREMENT AND PAYMENT**

PSLB8.1.3 **Volume of bedding materials**

The volume of bedding material will be measured net, excluding the volume occupied by the pipe.

PSLC **C A B L E D U C T S – Not Applicable**
(Applicable to SANS 1200 LC - 1981)

PSLC2 **INTERPRETATIONS**

PSLC2.4 **ABBREVIATIONS** (Sub-clause 2.4)

The abbreviations "GPO" and "P&T" shall mean "Telkom".

PSLC3 **MATERIALS**

PSLC3.1 **DUCTS**

PSLC3.1.2 **Electrical ducts**

Ducts for power cables shall be "Normal Duty Class" uPVC pipes to SANS 791, for all 110 mm and 160 mm Nom. dia pipes.

Split sleeves shall be supplied in short 1, 5 m lengths.

PSLC3.2 **BEDDING**

Bedding materials shall comply with SANS 1200 LB 3.1.

PSLC5 **CONSTRUCTION**

PSLC5.1.1 **Trench Widths and Depths**

Amend the text of 5.1.1.1 to read as follows:

"Subject to the requirements of 5.1.1.3 and 5.2.4, the side allowance from the outside of pipe ducts to the trench side shall be a minimum of 150 mm for all ducts, provided that the minimum trench width shall be 450 mm".

PSLC5.3 DUCT LAYING

The ends of ducts shall be sealed by wrapping with two layers of plastic sheeting and fastening with a gauge 16 galvanized wire.

Where electricity supply cables cross telephone cable ducts, the electricity cable shall be laid in a uPVC split sleeve of 2, 0 m length.

PSLC5.8 LENGTHS AND DEPTHS (Sub-clause 5.1.1.2 and 5.8)

For Telkom and Electrical cable ducts the depths below the finished street surface and the length of extension beyond the back of the street kerbing (or brick edging in the case of paved sidewalks) shall be in accordance with the dimensions specified in 5.1.1.2 and 5.8 unless otherwise shown on the detail drawings.

PSLC5.10 MARKING OF DUCTS AT STREET CROSSINGS

PSLC5.10.1 **Temporary Markers**

The position of ducts must be clearly marked.

The markers shall consist of wooden stakes planted firmly at the end of the duct or group of ducts, protruding 500 mm above ground and painted at the top.

PSLC8 **MEASUREMENT AND PAYMENT**

PSLC8.2.5 **Supply, Lay, Etc. of Ducts**

The unit rate shall, in addition to the costs specified in 8.2.5, include for the sealing of duct ends as specified in PSLC5.3 and the installation and removal of temporary markers as specified in PSLC5.10.1.

Measurement and payment for the installation of ducts shall not differentiate between grouping of ducts, and no extra payment shall be made for the installation of groups of ducts.

PSLD **S E W E R S – Not Applicable**
(Applicable to SANS 1200 LD - 1982)

PSLD3 **MATERIALS AND CONSTRUCTION** (Clause 3 and 5)

PSLD3.1 PIPES, FITTINGS AND JOINTS

The following pipes shall be installed:

- 90 mm Diameter HDPE Class 6 pipes for sub-soil water gravity feed to quarry.
- 160 mm Diameter HDPE PE100 PN 20 pipes for leachate drainage pipes in stone drainage layer. (Drilled as per details on drawings)

PSLD3.5 MANHOLES

Manholes shall be constructed in compliance with the detail drawings.

PSLD3.5.2 **Precast Concrete Sections**

All precast concrete cylinders and roof- and reducer slabs shall be manufactured using dolomitic aggregates.

The leachate pump sump to be lined with anchor knob sheeting (AKS) must be pre-cast with the AKS per the supplier's specifications. **(Not applicable)**

PSLD3.5.7 **Step-Irons**

Step-irons must be built into all valve and junction boxes deeper than 1, 2 metre.

Step-irons shall be manufactured from a 12 mm dia. high tensile steel core covered with 3 mm minimum thickness polypropylene and of suitable length. The "Calcamite" type or similar will comply with the specifications.

PSLD5 **CONSTRUCTION**

PSLD5.6 **MANHOLES, COVERS AND FRAMES**

The joints between precast rings, etc. of concrete manholes and between the fibre-cement pipe and roof slab of fibre-cement manholes must be sealed watertight as shown on the detail drawings.

Covers and frames must be polymer concrete (AV mouldings). The covers to include fibre plastic patented lock and key.

An approved bitumastic or polyurethane filler or similar sealant shall be applied to each ring, trowelled smooth and covered with two layers of self-adhesive polyethylene tape.

PSLD8 **MEASUREMENT AND PAYMENT**

PSLD8.2.3 **Manholes, inspection chambers, etc.....Unit: No.**
(Sub-clauses 8.2.3, 8.2.4 and 8.2.5)

For the purpose of measurement and payment, the depth of a manhole, inspection chamber, etc. is defined as the depth from the top of the cover to the invert level of the manhole, inspection chamber, etc.

Where the additional excavation is in intermediate or hard rock excavation it will be measured as extra-over and paid under the relevant items for trench excavation.

PSME **S U B B A S E (SANS 1200 ME)**
(Applicable to SANS 1200 ME - 1981)

PSME3 **MATERIALS**

PSME3.2.1 **Subbase material** (Sub-clause 3.2.1 and 3.5.1)

The Regional Factor for the area is 0, 60 and the required minimum CBR value for subbase material is 45 at 95 % Mod. AASHTO maximum density for all streets for a G5 material as per SANS 1200 m clause 3.3.3.

Subbase material shall be imported from commercial sources. No modification of imported material by on-site sand will be allowed.

PSME3.2.2 **Wearing Course Material**

- (a) The material shall have a minimum CBR of 45% at a density of 95% of the modified AASHTO maximum density.
- (b) The Plasticity Index (PI) of the material shall be not more than 15.

The material shall be imported from commercial sources.

PSME7 **TESTING**

PSME7.2 PROCESS CONTROL

Amend Table 2 of ME 7.2 as follows:

Replace “_” in column 3 opposite CBR with “1”.
Replace “_” in column 3 opposite UCS with “1”.

The minimum number of tests per lot for densing control, as per Table 3 of ME 7.2, shall be four. A lot being one street.

PSME7.2.2 **Routine Inspection and Testing**

Substitute last sentence with the following:

No density shall be less than the specified minimum density for the relevant layer.

PSME8 **MEASUREMENT AND PAYMENT**

PSME8.3.3 **Construct Subbase and Gravel Wearing Course with Material from Commercial Sources**

(Sub-clause 8.3.3) Unit: m³

Measurement and payment per cubic metre (m³) will differentiate between the construction of subbase and wearing course layers of different thicknesses and in different parts of the works only when scheduled as such.

PSMF **B A S E (SANS 1200 MF) –NOT APPLICABLE**
(Applicable to SANS 1200 MF - 1981)

PSMF3 **MATERIALS**

PSMF3.3.2 **Graded Crushed Stone and Soil Fines: Physical Properties**

The base-course material shall have a minimum CBR of 80% at a density of 98% of the modified AASHTO maximum density for a G4 material as per SANS 1200 m clause 3.3.3.

PSMF3.6 SELECTION

Base material complying with SANS MF3.3.2 shall be imported from commercial sources.

PSMF7 **TESTING**

PSMF7.2 PROCESS CONTROL

Amend Table 3 of MF7.2 as follows:

Replace “_” in column 3 opposite CBR with “1”.
Replace “_” in column 3 opposite UCS with “1”.
Replace “_” in column 3 opposite ACV with “1”.
Replace “_” in column 3 opposite Flakiness with “1”.

The minimum number of tests per lot for density control, as per Table 3 of SANS 1200 MF T.2, shall be four. A lot being one street.

PSMF7.3 ROUTINE INSPECTION AND TESTING

Substitute MF7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

PSMF8 **MEASUREMENT AND PAYMENT**

PSMF8.3.3 **Construct Base with Material from Commercial Sources**Unit: m³
(Sub-clause 8.3.3)

Measurement and payment per cubic metre (m³) will differentiate between the construction of base-course layers of different thicknesses and widths only if scheduled as such.

DRAKENSTEIN MUNICIPALITY

TENDER NO.CES 16/2014

**CONSTRUCTION OF A DROP-OFF AND A CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

ANNEX 3: ENVIRONMENTAL MANGEMENT PLAN:

DRAWINGS

FOR THE

**CONSTRUCTION OF A DROP-OFF AND A
CHIPPING AND CRUSHING AREA AT THE
DRAKENSTEIN LANDFILL**

VOLUME 4

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