MPAC Committee: Technical and Infrastructure Implementation Services: Irregular Expenditure Report on Supply Chain Management Non-Compliance

1. Introduction

- This report has been drafted for submission to the Municipal Public Accounts Committee (MPAC) in accordance with section 32 of the Municipal Finance Management Act 56 of 2003 (MFMA) and regulation 74 of the Municipal Budget and Reporting Regulations.
- This report focuses on irregular expenditure incurred due to non-compliance with supply chain management processes for the 2023/2024 financial year.
- The report analyses the expenditure incident and the events that led to the irregular expenditure, identifies the responsible officials, and outlines the measures taken or proposed to prevent recurrence.

2. The legal implications of the report

- The legal implications of this report are governed by section 32 of the MFMA, which mandates the identification, reporting, and management of unauthorised, irregular, fruitless, and wasteful expenditure (UIFWE).

3. Type of UIFWE applicable to this report

- The type of UIFWE applicable to this report is irregular expenditure incurred due to non-compliance with Regulation 19 (a) of the municipality's supply chain management regulations, specifically failing to follow the competitive bidding process for the procurement.
- 2023/24 AG Findings: "This results in non-compliance with regulation 19(a) as goods were procured without following a competitive bidding process. Deviations were approved by the accounting officer even though it was not impractical obtain price quotations in contravention with regulation 36(1). This constitutes irregular expenditure of R10 746 518, 67. The non-compliance is material and will be included in the audit report."

4. Discussion of events/ reasons that led to the UIFWE

- The Municipal Manager authorized deviations appointment based on an exceptional case where it is impractical or impossible to follow the official procurement process per and emergency circumstances per Regulation 36, bypassing the competitive bidding process.
- The Technical Department submitted tender no. ENG 11/2023/24 for a Bid Specification Committee to take place on 12 June 2023 as per Procurement Plan directive.

Deviation 1 motivation

During the weekend of 22 September 2023, Caledon and surrounds experienced heavy downpours which escalated in infrastructure being damaged. This necessitated emergency response to be activated to rescue human lives from any danger.

We immediately assessed the dire situation and apart from other damaged infrastructure the main priority was the 700mm sewer line that is depositing raw sewer into the Baths River. Apart from livestock being dependent on the river water there is also abstraction for human consumption.

The National Environmental Act 1998 defines in Sec. 30 this occurrence as an incident and furthermore indicates that the municipality is the responsible entity.

"Control of emergency incidents
S30. (1) In this section—
(a) "incident" means an unexpected sudden occurrence. including a major emission, fire or explosion leading to serious danger to the public or potentially serious pollution of or detriment to the environment. Whether immediate or delayed.
(b) "responsible person. includes any person who~
(d) contain or prevent the movement of pollutants or the causant of degradation:
(e) eliminate any source of the pollution or degradation: or
(f) remedy the effects of the pollution or degradation."
(i) is responsible for the incident;
(ii) owns any hazardous substance involved in the incident; or 5
(iii) was in control of any hazardous substance involved in the incident at the time of the incident;
(c) .'relevant authority" means—
(i) a municipality with jurisdiction over the area in which an incident occurs:

Now considering the beforementioned the following is prescribed in terms of chapter 7 of the National Environmental Management Act 1998 Section 28:

S28(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.
(2) Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures. include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which—
(a) any activity or process is or was performed or undertaken; or
(b) any other situation exists, which causes. has caused or is likely to cause significant pollution or degradation of the environment.
(3) The measures required in terms of subsection (1) may include measures
(a) investigate, assess and evaluate the impact on the environment:
(b) inform and educate employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment:

(c) cease, modify or control any act, activity or process causing the pollution or degradation.
(d) contain or prevent the movement of pollutants or the causant of degradation:
(e) eliminate any source of the pollution or degradation: or
(f) remedy the effects of the pollution or degradation."

Urgent repairs were needed to be undertaken in order to limit further contamination of the river stream and to be compliant with Sec. 19(3), 20(5) and 53(1) of the National Water Act (NWA) Act. No. 36 of 1998): For Pollution of the Water Resource Bads River), Caledon.

At the time of this event a tender was already advertised to upgrade/re-align this exact main pipeline.

Tender details below:

Eng 11 2023/24 Bulk sewer Caledon was advertised on 22 June 2023. At the closing we received the following tenders:

Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (calendar days)
Noktada Construction (Pty) Ltd.	5 941 486.50	147
Batsini (Pty) Ltd.	7 801 188.97	135
Lwazi Construction	7 921 555.40	106
Benver Civils + Plant Hire	8 185 928.85	150 – 155
Leafy Space (Pty) Ltd.	8 465 475.76	154
Triple C Maintenance & Services	9 095 355.19	168
Umzali Civils (Pty) Ltd.	10 103 275.24	142
Rods Construction	12 033 984.22	210

Tender could not formally be awarded as at that specific time TWK did not have sufficient senior managers to constitute a BAC.

In the absence of a Bid Adjudication Committee in terms of Regulation 29 of the municipality's SCM Policy and the urgency of the repairs we are obligated to act as a matter of urgency and emergency with regards to the NEMA Act as stated abovementioned.

In terms of the procurement process followed we suggest that we appoint the service provider Umzali Civils (Pty) Ltd. as he was the only compliant Tenderer in terms of SCM competitive bidding process followed.

It was therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(a)(i) (a)(b)(c) and (d) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer in terms of the exact conditions of the tender advertised and the Consultants Technical report as found attached inclusive of the reasons stated."

This appointment was for the emergency repairs, see pictures, and to re-align the bulk pipeline out of the flood plain area to prevent flooding of the wastewater treatment works and bulk pipeline as originally intended.

Deviation 2 motivation

With reference to the Previous Deviation Approval and Signed Contract for Umzali Civils (Pty) Ltd. specifically why the appointment was made via the deviation process.

During the 2023/24 financial year budget adjustment period it came to light that a saving of R 1 303 286.00 is available. It was decided that these funds can be moved to the Construction of Caledon Bulk Sewer Phase 4B Portion 2 of which Council approved. This approval can be found by Annexure D.

The appointment for the additional works amounting to R 1 303 286 increases the contract value by less than 20%, which is within Council Supply Chain Management Policy, Clause 52 which states:

52. "MANAGEMENT OF EXPANSION OR VARIATION OF ORDERS AGAINST THE ORIGINAL CONTRACT

(1) The Accounting Officer may expand or vary orders against the original contract by - not more than 20% for construction related goods, services and/or infrastructure projects;"

In terms of the above procurement process followed we suggest that we appoint the service provider Umzali Civils (Pty) Ltd. for the following reasons:

- No additional de-establishment and re-establishment costs, which will be the case if tender process is followed and a new contractor is appointed.
- The rates used are based on 2023 rates. To go out on tender for the relatively small scope of work will reduce the length of pipe that can be installed under the current contract.
- All wayleaves are in place to complete Portion 2.
- The next portion of the existing old bulk sewer network will be able to connect to the new network.
- Reduced professional costs. All designs and construction documentation are in place. The only additional costs for the Municipality will be the additional Health and Safety Audits, the Environmental Audits and site supervision to complete Portion 2.

It is therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(v) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer Portion 2 in terms of the exact conditions of the tender advertised.

Contract Manager's response

Tender ENG 11/2023/24 was advertised on Thursday, 22 June 2023 and closed on Friday 28 July 2023. The technical evaluation report was submitted to SCM via the Contract Manager to be tabled at the BEC. The BEC could not convene due to the

uncertainty of the compilation of the BAC in terms of Regulation 29(2) of the SCM Regulations which states:

"(2) A bid adjudication committee must consist of at least four senior managers of the Municipality which must include –

a) the chief financial officer or, if the chief financial officer is not available, another manager in the budget and treasury office reporting directly to the chief financial officer and designated by the chief financial officer; and

b) at least one senior supply chain management practitioner who is an official of the Theewaterskloof Municipality; and

c) a technical expert in the relevant field who is an official, if such an expert exists."

At this specific time of this event TWK Municipality could not constitute a BAC in terms of the above regulation and therefore no award could be made and subsequently the deviation process was use for an award in conjunction with the emergency flooding event. This falls in the ambit of a normal SCM process.

Therefore, to follow another procurement process as per AG recommendation would have been futile as the end result will have the same effect of the compilation of the BAC of no award.

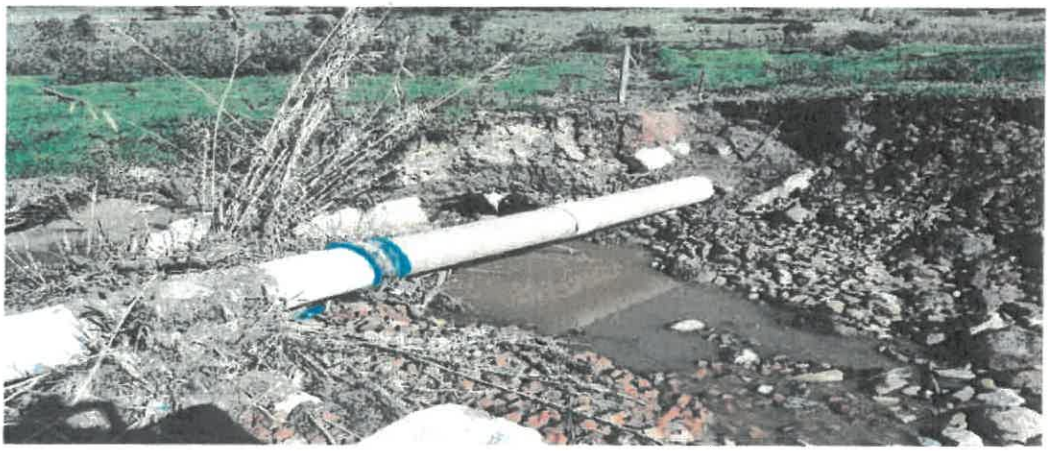
Also note that the process stopped at the BEC meeting. No minutes could be obtained from either secretariate or SCM.

Lastly, this irregular expenditure was recommended by MPAC to Council to be written off during May 2025. Proof attached.

Deviation awarded:

R 10 746 518.67 (Loans as per attached Phoenix abstractions) was awarded via a deviation process as follow:

Total 6 meters length requires specialised equipment and expertise to rectify the temporary fixture to the storm damage section to immediately eliminate contamination of the river – R 134 086.00.



Is half of the phase for a permanent solution for the permanent fixture of the set problematic river crossing. Refer to Consultant Technical Report – R 1 228 611,30.













Total length op pipeline 650 meters – R 9 344 798,85





Finding

- 2023/24 AG Findings: "This results in non-compliance with regulation 19(a) as goods were procured without following a competitive bidding process. Deviations were approved by the accounting officer even though it was not impractical obtain price quotations in contravention with regulation 36(1). This constitutes irregular expenditure of R10 746 518, 67. The non-compliance is material and will be included in the audit report."

Management responded that they disagree with the finding for the following reasons:

- Management is in agreement with the finding.

AG response on management response is as follows:

- Management agrees with the finding, the finding therefore remains.

5. Official(s) or councillor(s) responsible for the UIFWE incurred

1st Deviation Approval

- Ashley Hendricks – Requested deviation.
- Lester Parnell – Recommended deviation.
- Denver Damons – Recommended deviation.
- Annielle Martin – SCM reviewed deviation.
- Wilfred Solomons-Johannes – Authorised Deviation Approval.

2nd Deviation Approval

- Nigel Kayser – Requested deviation.
- Denver Damons – Recommended deviation.
- Hendrik Matthee – Recommended deviation.
- Annielle Martin – SCM reviewed deviation.
- Wilfred Solomons-Johannes – Authorised Deviation Approval.

6. Why is the expenditure irregular expenditure?

- 2023/24 AG Findings: "This results in non-compliance with regulation 19(a) as goods were procured without following a competitive bidding process. Deviations were approved by the accounting officer even though it was not impractical obtain price quotations in contravention with regulation 36(1). This constitutes irregular expenditure of R10 746 518, 67. The non-compliance is material and will be included in the audit report."

7. Consideration of deliberate or negligent conduct relating to UIFWE incurred

- MPAC to determined.

8. Mitigating controls to prevent similar UIFWE in the future

- The municipality appointed directors on a permanent basis contributing to the compliance of Regulation 29 of the SCM Regulations.

9. Confirmation by author of report that information in report is a true reflection of facts

- I, Ashley Hendricks, confirm that the information contained in this report is a true and accurate reflection of the facts as they are known. This report is based on validated data to ensure reliability and accuracy.

10. Confirmation if UIFWE matter has been referred for disciplinary actions & if not, why not?

- MPAC to determine.

11. Measures already taken to recover the UIFWE

- MPAC to determine.

12. Cost of the measures already taken to recover UIFWE

- None as yet.

13. Estimated cost & benefit of further measures that can be taken to recover the UIFWE

- MPAC to determine.

14. Annexures

Supporting documents attached to this report include:

- Annexure A: Proof of Procurement Process and Contracts
- Annexure B: Proof of Bid Committees
- Annexure C: Proof of AG Findings
- Annexure D: Proof of MPAC recommendation to Council

15. Conclusion of report

a) In conclusion, this report highlights the irregular expenditure resulting from non-compliance with SCM processes, the events that led to it.

b) The analysis provided aims to ensure accountability and transparency within the Municipality's financial management practices.

16. Referral of report to the MPAC

- This report is hereby referred to the MPAC for its UIFWE recovery assessment as contemplated in section 32(2) of the MFMA.

Report compiled by:	Date:	Designation:	Signature:
Mr A Hendricks	14/08/26	Engineer Technician	

Report approved by:	Date:	Designation:	Signature:
Mr H Matthee	14/08/26	Director: Technical Services	

Report authorised for MPAC referral by:	Date:	Designation:	Signature:
W Hendricks	26/08/2026	Municipal Manager	

Annexure A

SIGNING OF AGREEMENTS/DOCUMENTS

File reference number: **CBS 01/2023/24**

Type of Document: **Contract (Deviation)**

Who is the other party: **Umzali Civils (Pty) Ltd.**

Document prepared by:
I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Nigel Kayser will be the Contract Manager for the works.

Name and Surname: **Ashley Hendricks**

..... Signature

29/09/2023 DATE

Document checked by:
Supply Chain Management Department: (Applies to contracts where the contractor was appointed through the SCM process. I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects.

Name and Surname: **Annielle Martin**

..... Signature

29/8/2023 DATE

Legal Services:
It is confirmed that I have reviewed the contract. It compiles in all respects with the relevant council resolutions, tender conditions and deviation award and legal requirements as provided to me by the Contract Manager and that the rights of Council are thereby protected. There is no apparent reason why the contract cannot be signed by the relevant delegated authority.

It is recommended that the following changes should be made.....

Name and Surname: **Honey Gxoyiya**

..... Signature

29/09/23. DATE

Document signed by Municipal Manager and/or Delegated Authority

Name and Surname: **WSE Solomons-Johannes**

W.S.E. Solomons ..... Signature

29/09/2023 ..... DATE

CONTRACT- CBS 01/2023/24

Made and entered into by and between:

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by WSE Solomons-Johannes

(Hereinafter referred to as "MUNICIPALITY")

And

UMZALI CIVILS (PTY) LTD. (REGISTRATION NO.: 2006/021691/07) duly represented herein by ..... HG Simon .....

(Identity Number ..... [redacted] .....)

(Hereinafter referred to as "SERVICE PROVIDER")

WHEREAS the Municipality awarded contract no. **CBS 01/2023/24: Emergency Upgrading of the Caledon Bulk Sewer Line**

WHEREAS the parties wish to proceed to enter into a contract to conclude, the award made to the service provider in terms of Regulation 36 of the SCM Policy based on tender no. ENG 11/2023/24.

AND WHEREAS the conditions and provisions of the Tender document, as advertised, will be applicable to the contract.

NOW THEREFORE the parties agree to as follows:

1. The contract is for an amount of R 9 184 795.67 (Nine Million One Hundred Eighty Four Thousand Seven Hundred Ninety Five Rand Sixty Seven Cents) VAT Inclusive and contingencies exclusive with a 142 day construction period.

2. The contract commences on Monday, 02 October 2023.

THUS DONE AND SIGNED on the ....29....day of.....09.....2023

at..... Caledon ..... by..... HG Simon ..... for and on behalf of **UMZALI CIVILS (PTY) LTD.** in His capacity as Owner/Director and properly authorised thereto.

AS WITNESS:

1. .....

2 .....

.....
FOR AND ON BEHALF OF
UMZALI CIVILS (PTY) LTD.

THUS DONE AND SIGNED on the ....29....day of.....September.....2023

at..... Caledon ..... by..... WSE Solomons-Johannes ..... for and on behalf of the Municipality in his capacity as Municipal Manager and properly authorised thereto by ordinary resolution of the Municipality.

AS WITNESS:

1. .....

2. .....

.....
FOR AND ON BEHALF OF
THEEWATERSKLOOF MUNICIPALITY

29/09/2023

Theewaterskloof Municipality Head Office
6 Plein Street
P.O.Box 24
Caledon
7230
Telephone: +27 (28) 2143300
Fax: +27 (28) 2141289
Website: www.twk.gov.za

Theewaterskloof
Municipality

Ref. No: CBS 01/2023/24
Contact: Charl Koegelenberg
Contact: 021 914 0300 or 082 376 8058
Email: charl@lyners.co.za

Attention: Mr WB Stoman
Umzali Civils (Pty) Ltd.
70B Wimbledon Road
Blackheath
7581

Dear Sir,

Project Name: Emergency Upgrading of the Caledon Bulk Sewer Line

We have pleasure informing you of a decision taken by our Municipal Manager on 28 September 2023 to appoint Umzali Civils (Pty) Ltd. in terms of a deviation process followed in the amount of R 9 184 795.67 (Nine Million One Hundred Eighty Four Thousand Seven Hundred Ninety Five Rand Sixty Seven Cents) VAT inclusive and contingencies exclusive in terms.

The appointment is based on the tender conditions, scope of works and bill of quantities as advertised in terms of tender number ENG 11/2023/24. Contract management will be based all the criteria set in beforementioned tender.

It is required that the tenderer be on site by Monday, 02 October 2023 subject to Mr WB Stoman meeting the municipality on 29 October 2023 at 11:00 by 26 Kerk Street, Caledon, 7230 to sign the contract documents.

Further Instruction will be dealt with Mr Charl Koegelenberg from Neil Lyners and Associated (RF) (Pty) Ltd.

Kindly note that this letter also serves as the final award letter subject to Umzali Civils (Pty) Ltd. accepting this appointment.

We however would trust that the relationship will be mutually beneficial for us to carry out our constitutional mandate.

We would also like thank Umzali Civils (Pty) Ltd. for their commitment on this short notice.

Yours faithfully,

A Hendricks

EMERGENCY UPGRADING OF THE CALEDON BULK SEWER LINE AT 11:00 ON 29 SEPTEMBER 2023

NAME	COMPANY	EMAIL	SIGNATURE
Jody Low	TWK - TECHNIES	Jody.lo@twk.gov.za	J.
WG / Staman	Umzali Civils	wg@umzali.civils.co.za	
Chad Koegelenberg	Lyners	chad@lyners.co.za	
ASHLEY HENDRICKS	TWK	ashleyh@twk.gov.za	
Nigel Kayser – Elektronies ingestake			

Theewaterskloof Municipality

THEEWATERSKLOOF MUNICIPALITY

Office of the Director: Financial Services

SUPPLY CHAIN MANAGEMENT POLICY

REQUEST FOR DEVIATION FORM IN TERMS OF REGULATION 36

Section A

Reg. 36	Reason for Deviation	(Mark with X where applicable)
(1)(a)(i)	**In an Emergency; (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)**	**X**
	<u>Circumstances that warrant emergency dispensation</u> Circumstances that warrant emergency dispensation includes but are not limited to -	
	a) the possibility of human injury or death,	**X**
	b) the prevalence of human suffering or deprivation of rights,	**X**
	c) the possibility of damage to property, or suffering and death of livestock and animals, the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,	**X**
	d) the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,	**X**
	e) the possibility that the security of the state could be compromised.	
The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.		
(ii)	**Sole supplier**	
(iii)	**Acquisition of special works of art or historical objects where specifications are difficult to compile.**	
(iv)	**Acquisition of animals for zoos and/or nature and games reserves.**	
(v)	**Any other exceptional case where it is impractical or impossible to follow the official procurement processes.**	

Section B

Furnish and motivate reasons for the required deviation:

During the weekend of 22 September 2023, Caledon and surrounds experienced heavy down pours which escalated in infrastructure being damaged. This necessitated emergency response to be activated to rescue human lives from any danger.

We immediately assessed the dire situation and apart from other damaged infrastructure the main priority was the 700mm sewer line that is depositing raw sewer into the Baths River. Apart from live stock being dependent on the river water there is also abstraction for human consumption.

The National Environmental Act 1998 defines in Sec. 30 this occurrence as an incident and further more indicates that the municipality is the responsible entity.

"Control of emergency incidents
S30. (1) In this section—
(a) "incident" means an unexpected sudden occurrence, including a major emission, fire or explosion leading to serious danger to the public or potentially serious pollution of or detriment to the environment. Whether immediate or delayed.
(b) "responsible person.. includes any person who~
(i) is responsible for the incident;
(ii) owns any hazardous substance involved in the incident; or 5

(iii) was in control of any hazardous substance involved in the incident at the time of the incident;

(c) .'relevant authority" means—

(I) a municipality with jurisdiction over the area in which an incident occurs:

Now considering the beforementioned the following is prescribed in terms of chapter 7 of the National Environmental Management Act 1998 Section 28:

S28(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

(2) Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures. include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which—

(a) any activity or process is or was performed or undertaken; or

(b) any other situation exists,

which causes. has caused or is likely to cause significant pollution or degradation of the environment.

(3) The measures required in terms of subsection (1) may include measures

(a) investigate, assess and evaluate the impact on the environment:

(b) inform and educate employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment:

(c) cease, modify or control any act, activity or process causing the pollution or degradation.

(d) contain or prevent the movement of pollutants or the causant of degradation:

(e) eliminate any source of the pollution or degradation: or

(f) remedy the effects of the pollution or degradation."

Urgent repairs need to be undertaken in order to limit further contamination of the river stream and to be compliant with Sec. 19(3), 20(5) and 53(1) of the National Water Act (NWA) Act. No. 36 of 1998): For Pollution of the Water Resource Bads River), Caledon.

Eng 11 2023/24 Bulk sewer Caledon was advertised on 22 June 2023. At the closing we received the following tenders:

Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (calenda days)
Noktada Construction (Pty) Ltd.	5 941 486.50	147
Batsini (Pty) Ltd.	7 801 188.97	135
Lwazi Construction	7 921 555.40	106
Benver Civils + Plant Hire	8 185 928.85	150 – 155
Leafy Space (Pty) Ltd.	8 465 475.76	154
Triple C Maintenance & Services	9 095 355.19	168
Umzali Civils (Pty) Ltd.	10 103 275.24	142
Rods Construction	12 033 984.22	210

In terms of the procurement process followed we suggest that we appoint the service provider Umzali Civils (Pty) Ltd. as he was the only compliant Tenderer in terms of SCM competitive bidding process followed.

In the absence of a Bid Adjudication Committee in terms of Regulation 29 of the municipality's SCM Policy and the urgency of the repairs we are obligated to act as a matter of urgency and emergency with regards to the NEMA Act as stated abovementioned.

It is therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(a)(i) (a)(b)(c) and (d) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer in terms of the exact conditions of the tender advertised and the Consultants Technical report as found attached inclusive of the reasons stated."

Section C

Financial Implication		
Vote Number	**Available Budget**	**Deviation Amount**
07/6010/1/0163/4	**R10 000 000.00 (Excl. VAT)**	**R 7 986 778.85 (Excl. VAT)**
07/6010/1/0163/4	**R10 000 000.00 (Excl. VAT)**	**R 1 358 020.00 (Excl. VAT)**

Section D

Related Parties Declaration						
Does the requested and recommended official have any relationship i.t.o Regulation 45 of the SCM Policy with this supplier?						
Please Indicate Yes / No	No					
If Yes, provide name and surname and tick the relevant relation as indicated below						
Name and Surname						
Spouse	**Domestic Partner**	**Dependent Child**	**Nondependent Child**	**Grandchild**	**Grandparent**	**Parent**
Relative living in an Common Household	**Brother**	**Sister**	**Parent-in-Law**	**Brother-in-Law**	**Sister-in-Law**	

Section E

1. Requested by Official:	A Hendricks		2023/09/28
	Name	Signature	Date
2. Recommended by Manager:	L Parnell		2023/09/28
	Name	Signature	Date
3. Recommended by: Deputy Dir.	D Damons		2023/09/28
	Name	Signature	Date
4. SCM Comments:	SCM documents is attached		
Reviewed by:	A Martin		2023/09/28
	Name	Signature	Date
5. Approved/ ~~Not Approved~~:	WSE Solomons-Johannes		2023/09/28
MM	Name	Signature	Date
6. Provide reason if not approved:			

Annexures:

- Annexure A: Budget
- Annexure B: Umzali Civils (Pty) Ltd. Arithmetical Checks
- Annexure C: SCM Documentation
- Annexure D: Form of Offer and Acceptance and BOQ
- Annexure E: Consultants Technical Report

SIGNING OF AGREEMENTS/DOCUMENTS

File reference number: **CBS 01/2023/24 (Contract 2)**

Type of Document: **Contract (Deviation)**

Who is the other party: **Umzali Civils (Pty) Ltd.**

Document prepared by:
I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Nigel Kayser will be the Contract Manager for the works.

Name and Surname: **Nigel Kayser**

..... 20/10/2023
Signature DATE

Document checked by:
Supply Chain Management Department: (Applies to contracts where the contractor was appointed through the SCM process. I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Deviation process was followed

Name and Surname: **Annielle Martin**

..... 20/10/2023
Signature DATE

Legal Services:
It is confirmed that I have reviewed the contract. It complies in all respects with the relevant council resolutions, tender conditions and deviation award and legal requirements as provided to me by the Contract Manager and that the rights of Council are thereby protected. There is no apparent reason why the contract cannot be signed by the relevant delegated authority.

It is recommended that the following changes should be made.....

Name and Surname: **Adielah Jonkers**

.....
Signature DATE

Document signed by Municipal Manager and/or Delegated Authority

Name and Surname: **WSE Solomons-Johannes**

..... 31.10.2023
Signature DATE

CONTRACT 2 - CBS 01/2023/24

Made and entered into by and between:

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by WSE Solomons-Johannes

(Hereinafter referred to as "MUNICIPALITY")

And

UMZALI CIVILS (PTY) LTD. (REGISTRATION NO.: 2006/021691/07) duly represented herein by Stan Mitchell

(Identity Number [redacted]**)**

(Hereinafter referred to as "SERVICE PROVIDER")

WHEREAS the Municipality awarded contract no. **CBS 01/2023/24: Emergency Repair for Flood Damage**

WHEREAS the parties wish to proceed to enter into a contract to conclude, that the works was done in terms of the attached Bill of Quantities and the award made to the service provider in terms of Regulation 36 of the SCM Policy.

NOW THEREFORE the parties agree to as follows:

1. The contract is for an amount of R 154 198.90 (One Hundred Fifty Four Thousand One Hundred Ninety Eight Rand Ninety Cents) VAT inclusive.
2. The contract commences on Monday, 09 October 2023 notwithstanding the signature date hereof.

THUS DONE AND SIGNED on the 20 day of October 2023

at Blackheath by Stan Mitchell for and on behalf of **UMZALI CIVILS (PTY) LTD.** in His capacity as Owner/Director and properly authorised thereto.

AS WITNESS:

1. .....

2 .....

.....
FOR AND ON BEHALF OF
UMZALI CIVILS (PTY) LTD.

THUS DONE AND SIGNED on the 31 day of October 2023

at Caledon by ..... for and on behalf of the Municipality in his capacity as Municipal Manager and properly authorised thereto by ordinary resolution of the Municipality.

AS WITNESS:

1. .....

2. .....

.....
FOR AND ON BEHALF OF
THEEWATERSKLOOF MUNICIPALITY

JOB NAME: CALEDON EMERGENCY REPAIR

ITEM	DESCRIPTION	UNIT	BILLED QUANT	RATE	BILLED AMOUNT
1	**SECTION 1: GENERAL**				
	FIXED-CHARGE ITEMS				
1.1	Contractual Requirements & establishment	Sum	1	R 19 767,00	R 19 767,00
	TIME-RELATED ITEMS				
1,2	Time related items, supervision, survey & insurance	Sum	1	R 29 637,00	R 29 637,00
	TOTAL CARRIED TO SUMMARY (Section 1)				**R 49 404,00**

ITEM	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2	**SECTION 2: PIPEWORK REPAIR**				
	Prepare pipe for jointing				
2,1	Investigate concrete below pipe position.	Sum	1	R 3 750,00	R 3 750,00
2,2	Place large concrete block to act as cradle for new pipe	m3	1	R 5 450,00	R 5 450,00
2,3	Move existing material and construct sand bank on upstream side of new pipe position	m3	1	R 4 210,00	R 4 210,00
2,4	Re-align old pipe to line up to existing	Sum	1	R 4 840,00	R 4 840,00
	Supply new steel pipe and joint (not at same time as preparation)				
2,5	Supply new 6m untreated steil pipe 600mm dia	m	6	R 4 207,50	R 25 245,00
2,6	Supply new 600mm dia VJ couplings	No	2	R 5 878,00	R 11 756,00
2,6	Place new pipe on sand bank, cut existing GRP pipe to fit, install and joint with VJ couplings	Sum	1	R 29 431,00	R 29 431,00
	TOTAL CARRIED TO SUMMARY (Section 2)				**R 84 682,00**

SUMMARY OF BILL OF QUANTITIES		
	GENERAL	**R 49 404,00**
	ROADS	**R 84 682,00**
	TOTAL EXCL VAT	**R 134 086,00**

JOB NAME: CALEDON EMERGENCY REPAIR

umzali

BILL OF QUANTITIES

DATE: OCT 2023

	SECTION		SCHEDULED AMOUNT
1	GENERAL	R	49 404,00
2	ROADS	R	84 682,00
	TOTAL OF SECTIONS	R	134 086,00
	Plus 15% vat	R	20 112,90
	TOTAL INCL. VAT	R	154 198,90

SIGNING OF AGREEMENTS/DOCUMENTS

File reference number: **CBS 01/2023/24 (Contract 3)**

Type of Document: **Contract (Deviation)**

Who is the other party: **Umzali Civils (Pty) Ltd.**

Document prepared by:
I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Nigel Kayser will be the Contract Manager for the works.

Name and Surname: **Nigel Kayser**

.....
Signature

9/04/2024
DATE

Document checked by:
Supply Chain Management Department: (Applies to contracts where the contractor was appointed through the SCM process. I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects.

Name and Surname: **Annielle Martin**

Deviation process was followed. SCM doc's attached.

.....
Signature

09/4/2024
DATE

Legal Services:
It is confirmed that I have reviewed the contract. It complies in all respects with the relevant council resolutions, tender conditions and deviation award and legal requirements as provided to me by the Contract Manager and that the rights of Council are thereby protected. There is no apparent reason why the contract cannot be signed by the relevant delegated authority.

It is recommended that the following changes should be made.....

Name and Surname: **Adielah Jonkers**

.....
Signature

.....
DATE

Document signed by Municipal Manager and/or Delegated Authority

Name and Surname: **WSE Solomons-Johannes**

.....
Signature

09.04.2024
DATE

CONTRACT 3 - CBS 01/2023/24

Made and entered into by and between:

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by WSE Solomons-Johannes

(Hereinafter referred to as "MUNICIPALITY")

And

UMZALI CIVILS (PTY) LTD. (REGISTRATION NO.: 2006/021691/07) duly represented herein by Stan Mitchell

(Identity Number [redacted])

(Hereinafter referred to as "SERVICE PROVIDER")

WHEREAS the Municipality awarded contract no. **CBS 01/2023/24: Construction of Caledon Bulk Sewer Phase 4B Portion 2**

WHEREAS the parties wish to proceed to enter into a contract to conclude, that the works was done in terms of the attached Bill of Quantities and the award made to the service provider in terms of Regulation 36 of the SCM Policy.

AND WHEREAS the conditions and provisions of the Tender document, as advertised, will be applicable to the contract.

NOW THEREFORE the parties agree to as follows:

1. The contract is for an amount of R 1 412 903.00 (One Million Four Hundred Twelve Thousand Nine Hundred Three Rand) VAT inclusive.

THUS DONE AND SIGNED on the 9th day of April 2024

at Blackheath by Stan Mitchell for and on behalf of **UMZALI CIVILS (PTY) LTD.** in His capacity as Owner/Director and properly authorised thereto.

AS WITNESS:

1. .....

2 .....

.....

FOR AND ON BEHALF OF
UMZALI CIVILS (PTY) LTD.

THUS DONE AND SIGNED on the 9th day of April 2024

at Caledon by WSE Solomons-Johannes for and on behalf of the Municipality in his capacity as Municipal Manager and properly authorised thereto by ordinary resolution of the Municipality.

AS WITNESS:

1. .....

2. .....

.....

FOR AND ON BEHALF OF
THEEWATERSKLOOF MUNICIPALITY

THEEWATERSKLOOF MUNICIPALITY

Office of the Director: Financial Services

SUPPLY CHAIN MANAGEMENT POLICY

REQUEST FOR DEVIATION FORM IN TERMS OF REGULATION 36

Section A

Reg. 36	Reason for Deviation	(Mark with X where applicable)
(1)(a)(i)	**In an Emergency; (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)**	
	Circumstances that warrant emergency dispensation Circumstances that warrant emergency dispensation includes but are not limited to -	
	a) the possibility of human injury or death,	
	b) the prevalence of human suffering or deprivation of rights,	
	c) the possibility of damage to property, or suffering and death of livestock and animals, the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,	
	d) the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,	
	e) the possibility that the security of the state could be compromised.	
The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.		
(ii)	**Sole supplier**	
(iii)	**Acquisition of special works of art or historical objects where specifications are difficult to compile.**	
(iv)	**Acquisition of animals for zoos and/or nature and games reserves.**	
(v)	**Any other exceptional case where it is impractical or impossible to follow the official procurement processes.**	**X**

Section B

Furnish and motivate reasons for the required deviation:

With reference to the attached Annexure A: Previous Deviation Approval and Signed Contract for Umzali Civils (Pty) Ltd. specifically why the appointment was made via the deviation process.

During the 2023/24 financial year budget adjustment period it came to light that a saving of R 1 303 286.00 is available. It was decided that these funds can be moved to the Construction of Caledon Bulk Sewer Phase 4B Portion 2 of which Council approved. This approval can be found by Annexure D.

The appointment for the additional works amounting to R 1 303 286 increases the contract value by less than 20%, which is within Council Supply Chain Management Policy, Clause 52 which states:

52. ***"MANAGEMENT OF EXPANSION OR VARIATION OF ORDERS AGAINST THE ORIGINAL CONTRACT***

(1) The Accounting Officer may expand or vary orders against the original contract by - not more than 20% for construction related goods, services and/or infrastructure projects;"

In terms of the above procurement process followed we suggest that we appoint the service provider

Umzali Civils (Pty) Ltd. for the following reasons:

- No additional de-establishment and re-establishment costs, which will be the case if tender process is followed and a new contractor is appointed.
- The rates used are based on 2023 rates. To go out on tender for the relatively small scope of work will reduce the length of pipe that can be installed under the current contract.
- All wayleaves are in place to complete Portion 2.
- The next portion of the existing old bulk sewer network will be able to connect to the new network.
- Reduced professional costs. All designs and construction documentation are in place. The only additional costs for the Municipality will be the additional Health and Safety Audits, the Environmental Audits and site supervision to complete Portion 2.

It is therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(v) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer Portion 2 in terms of the exact conditions of the tender advertised.

Section C

Financial Implication		
Vote Number	**Available Budget**	**Deviation Amount**
07/6010/1/0163/4	**R1 303 286.00 (Excl. VAT)**	**R 1 228 611.30 (Excl. VAT)**

Section D

Related Parties Declaration						
Does the requested and recommended official have any relationship i.t.o Regulation 45 of the SCM Policy with this supplier?						
Please indicate Yes / No	**No**					
If Yes, provide name and surname and tick the relevant relation as indicated below						
Name and Surname						
Spouse	**Domestic Partner**	**Dependent Child**	**Nondependent Child**	**Grandchild**	**Grandparent**	**Parent**
Relative living in an Common Household	**Brother**	**Sister**	**Parent-in-Law**	**Brother-in-Law**	**Sister-in-Law**	

Section E

1. Requested by Official:	N Kayser		2024/04/05
	Name	Signature	Date
2. Recommended by Deputy Dir.	D Damons		2024/04/05
	Name	Signature	Date
3. Recommended by: Act. Dir.	H Matthee		2024/04/05
	Name	Signature	Date
4. SCM Comments:	SCM documentation attached		
Reviewed by:	A. Martin		08/4/2024
	Name	Signature	Date
5. Approved/ ~~Not Approved~~:	WSE Solomons-Johannes	W.S.E. Solomons-Johannes	09.04.2024
MM	Name	Signature	Date
6. Provide reason if not approved:			

Annexures:

- Annexure A: Previous Deviation Approval and Signed Contract
- Annexure B: Consultants Motivation
- Annexure C: SCM Documentation
- Annexure D: Budget
- Annexure E: Umzali Civils (Pty) Ltd. Quotation

(1) To give effect to sections 28 and 30 of NEMA.

(2) Deviation in accordance of Clause 36(1)(a)(i), (a), (b), (c) and (d) of SCM Regulations and Section 36 of TWK SCM Policy.

(3) Repair work warranted as an emergency to mitigate contamination of river stream to ensure compliance with Section 19(3), 20(5) and Section 53(1) of National Water Act 36/1998.

Annexure A: Previous Deviation Approval and Signed Contract

Theewaterskloof
Municipality

TECHNICAL EVALUATION REPORT FOR

TENDER NO.: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

1. AIM OF REPORT

To present to the SCM Office the Tender Technical Evaluation Report for consideration in the appointment of a service provider for the Construction of Caledon Bulk Sewer Phase 4B: Portion 1.

List of tenders received

Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (calendar days)
Noktada Construction (Pty) Ltd.	5 941 486.50	147
Batsini (Pty) Ltd.	7 801 188.97	135
Lwazi Construction	7 921 555.40	106
Benver Civils + Plant Hire	8 185 928.85	150 – 155
Leafy Space (Pty) Ltd.	8 465 475.76	154
Triple C Maintenance & Services	9 095 355.19	168
Umzali Civils (Pty) Ltd.	10 103 275.24	142
Rods Construction	12 033 984.22	210

2. TECHNICAL EVALUATION

The procedure for the technical evaluation of tenders is:

- Test for responsiveness in terms of special conditions of tender.
- Test for eligibility. and
- Test for responsiveness.

Test for responsiveness in terms of Special Conditions of Tender:

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT
The service provider must source 100% unskilled labour from the benefitting community. Complete **Schedule 1K** in this regard. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them. The Service Provider must use industry related wage rates for the remuneration of unskilled labour employed on the contract
Subcontracting: If the Service Provider intends to make use of subcontractors: Only subcontractors local to Theewaterskloof Municipal area will be accepted. Refer to **Schedule 1G** in this regard. Should no subcontractors for any service required by the service provider be available within the municipal area, the service provider must provide proof of the unsuccessful search for such a subcontractor within the Theewaterskloof Municipal area.
All Construction Equipment that the contractor should lease MUST be from the local Theewaterskloof area as listed in Returnable **Schedule 1D**, for example, Front end loader/Digger, concrete mixer, compressor, etc. Construction Equipment not available from the Theewaterskloof area must be substantiated by proof of such.
Bedding and blanket sand must be sourced within the boundaries of the Municipality.
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED
Any additional information upon request must be submitted in writing within 48 hours of receipt.
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER
The service provider must provide the Municipality with a completed list of local labourers used with monthly claims. The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details: a. Salary / wages spent on local employees versus total wages / salary budget at site b. Number of local employees employed versus per total workforce at site c. Amount spent on local suppliers versus budgeted Any amendments to the list require prior approval from the Municipality. The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.
The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and monthly invoice. Any changes in sub-contractors requires prior approval from the Municipality.
Proof of payment to local sub-contractors, local suppliers and local labourers must be submitted by the Contractor.

Outcome:

Tenderer	Comply Yes / No
Noktada Construction (Pty) Ltd.	Yes
Batsini (Pty) Ltd.	Yes
Lwazi Construction	No
Benver Civils + Plant Hire	Yes
Leafy Space (Pty) Ltd.	Yes
Triple C Maintenance & Services	Yes
Umzali Civils (Pty) Ltd.	Yes
Rods Construction	Yes

Eligibility Criteria

Name of Tenderers	Paid full Amount for Tender Participation Fee	Complies with CIDB Grading (CE)	Attended Compulsory Clarification Meeting
Noktada Construction (Pty) Ltd.	Yes	Yes	Yes
Batsini (Pty) Ltd.	Yes	Yes	Yes
Benver Civils + Plant Hire	Yes	Yes	Yes
Leafy Space (Pty) Ltd.	Yes	Yes	Yes
Triple C Maintenance & Services	Yes	Yes	Yes
Umzali Civils (Pty) Ltd.	Yes	Yes	Yes
Rods Construction	Yes	Yes	Yes

Responsiveness Criteria

Name of Tenderers	Signed and fully completed Form of Offer	Complies with Additional Conditions of Tender
Noktada Construction (Pty) Ltd.	No	No
Batsini (Pty) Ltd.	Yes	Yes
Benver Civils + Plant Hire	Yes	Yes
Leafy Space (Pty) Ltd.	Yes	Yes
Triple C Maintenance & Services	Yes	Yes
Umzali Civils (Pty) Ltd.	Yes	Yes
Rods Construction	Yes	Yes

Administrative Criteria

Name of Tenderers	Signed to Comply with Scope of Works	Projects Completed Listed and Completion Certificates Attached and complies with criteria
Batsini (Pty) Ltd.	No	No
Benver Civils + Plant Hire	Yes	No
Leafy Space (Pty) Ltd.	No	No
Triple C Maintenance & Services	No	No
Umzali Civils (Pty) Ltd.	No	Yes
Rods Construction	Yes	No

Notes:

- Leafy Space (Pty) Ltd. listed 5 projects, none of which satisfy the criteria of 6CE sewer pipeline projects.
- Triple C Maintenance & Services listed 5 projects, none of which satisfy the criteria of 6CE sewer pipeline projects.
- Rods Construction listed 3 projects of which 2 are not in the Western Cape and the other completion certificate is pending.
- Batsini (Pty) Ltd. Do not list any projects, they included in their tender document 8 projects of which 6 is not sewer pipeline projects. The 2 projects do not satisfy the 6CE criteria.
- Benver Civils + Plant Hire listed 5 projects, 1 satisfies the 6CE criteria, the other 4 projects do not satisfy the sewer pipeline requirements nor the 6CE criteria.
- Umzali Civils (Pty) Ltd. listed 5 projects completed before and after 2019 which includes the old and new CIDB grading system and therefore both applies. The projects listed in schedule 1l range in value between R26m – R 53m and also includes all civil services. The contract manager of TWK enquired the authenticity of the projects listed inclusive of the completion certificates. The consultant engineers confirmed that the sewer pipelines included in the 5 projects listed satisfied the 6CE CIDB grading criteria.

3. FINANCIAL IMPLICATION

Funds available in the approved budget for the 2023/24 financial period and the works/goods will be funded out of mSCOA Config/s:

07/6010/1/0163/4 – **R 10 000 000.00**

Name of Bidder	All Inclusive Tendered Amount "R"	All Inclusive Corrected Tendered Amount "R"
Umzali Civils (Pty) Ltd.	10 103 275.24	N/A

4. TECHNICAL RECOMMENDATION:

As seen from this technical evaluation it is recommended that Supply Chain Management Department take the above into consideration when compiling their full report to the Bid Evaluation Committee for recommendation to Bid Adjudication Committee.

5. ANNEXURES

- Annexure A: Budget
- Annexure B: Umzali Civils (Pty) Ltd. Arithmetical Checks
- Annexure C: Site Meeting Minutes
- Annexure D: Consultant Comments
- Annexure E: Proof of Contract Manager's Authenticity Verification
- Annexure F: Checklist

Evaluated by:

Mr. Nigel Kayser (Contract Manager)

Date: 11-08-2023

Annexure A: Budget

Production

ASHLEY HENDRICKS

11 AUGUST 2023 10:37

Capital Budget Items

WC031 Theewaterskloof Municipality Production

FinYear 2324 **mSCOA Config** 076010101634 **VAT Liability** 0 %

Not Transferred to Asset Register

Project 0PC 001 001 002 005 004 [CKPA5/BAS/SO6/1766] - Capital:Infrastructure:Existing:Upgrading:Sanitation Infrastructure:Outfall Sewers

Function 0FX 015 001 002 - Function:Waste Water Management:Core Function:Sewerage

Funds 1001 Borrowing for R 10000000
0FD 002 003 001 001 002 006 001 - Specify

Region 0RX 002 003 009 002 003 004 001 002 006 - DC3 Overberg:WC031 Theewaterskloof:Ward:Caledon

Costing 0CO 003 - Costing:Default

Administrative Information

Asset	Caledon - Bulk outfall sewer upgrade
Description	Caledon - Bulk outfall sewer upgrade
Cost Centre	6010 Sewerage: Networks
Asset Type	SEWERAGE PURIFICATION & RETICULATION 1006

Budget Information

Original	10,000,000+
Adjustments	0
Total	10,000,000+
Available on WO	0
Available	10,000,000.00+

Unprocessed Accruals

On Order	(IN)
On Order	(EX)
GRN	
Other	

Fin Months	Budget	Adj.Budget	Total Budget	Expenditure	Available
Jul '23	833,333	0	833,333+	0	833,333.00+
Aug '23	833,333	0	833,333+	0	1,666,666.00+
Sep '23	833,333	0	833,333+	0	2,499,999.00+
Oct '23	833,333	0	833,333+	0	3,333,332.00+
Nov '23	833,333	0	833,333+	0	4,166,665.00+
Dec '23	833,337	0	833,337+	0	5,000,002.00+
Jan '24	833,333	0	833,333+	0	5,833,335.00+
Feb '24	833,333	0	833,333+	0	6,666,668.00+
Mar '24	833,333	0	833,333+	0	7,500,001.00+
Apr '24	833,333	0	833,333+	0	8,333,334.00+
May '24	833,333	0	833,333+	0	9,166,667.00+
Jun '24	833,333	0	833,333+	0	10,000,000.00+
Period 13				0	10,000,000.00+
Period 14				0	10,000,000.00+
Period 15				0	10,000,000.00+
Totals	**10,000,000**		**10,000,000+**		

Capitalisation Accounting

Asset	036010005043
Work In Progress	☐
Acquisition Type	New
Start Date	0
End Date	0
Quantity	1.00

2324 076010101634 - Capital Budget Item successfully displayed

View Add Change Delete

Annexure B: Umzali Civils (Pty) Ltd. Arithmetical Checks

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A	SABS 1200 A	GENERAL				
		as specified in SABS 1200 A and in the project specifications				
A.1	8.3	FIXED CHARGES AND VALUE RELATED ITEMS				
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	323 841,86	323 841,86
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1	-	-
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:				
A.1.3		Locate, record, protect and reinstate pegs	Sum	1	-	-
A.2	PSA 8.4	SCHEDULED TIME RELATED ITEMS				
	PSA 8.4.1	Time related preliminary and general charges :				
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	1 830 351,32	1 830 351,32
A.2.2	8.4.1.2	Public Holidays	No	18	-	-
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1	-	-
A.3	PSA 8.6	PRIME COST SUMS				
		(1) Communication allowances for Employer's Agent's Representative:				
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1	5 000,00	5 000,00
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	5 000,00	-	-
		(2) Additional testing of materials required by Engineer:				
A.3.3		(a) Cost of testing	Prov Sum	1	30 000,00	30 000,00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	30 000	-	-
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :				
A.3.5		(a) Cost of as built surveys	Prov Sum	1	20 000,00	20 000,00
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	20 000	-	-
Total Carried Forward						2 209 193,18

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 209 193,18
		(4) Employment of Community Liason Officer (CLO):				
A.3.7		(a) Employment of CLO	Prov Sum	1	40 000,00	40 000,00
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	40 000	-	-
A.4	**PSA 8.7**	**DAYWORK**				
	PSA 8.7.1	Dayworks:				
		(a) Vehicles, plant and equipment:				
		(3) Hydraulic excavator with bucket at least 500 mm wide				
A.4.1		20 Ton (> 115kW @ 1800 rmp)	h	5	387,33	1 936,65
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	387,33	1 936,65
A.4.3		(4) Loader Backhoe	h	5	198,75	993,75
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	425,02	2 125,10
A.4.5		(6) Tipper truck, more than 5m³ capacity	h	5	334,90	1 674,50
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	285,87	1 429,35
		(9) Water trucks:				
A.4.7		(i) 12 kL capacity	h	5	215,16	1 075,80
		Labour:				
		(a) Labour:				
A.4.8		(1) Labourer	h	8	56,38	451,04
A.4.9		(2) Semi-skilled labourer	h	8	62,91	503,28
A.4.10		(3) Skilled labourer	h	8	64,27	514,16
A.4.11		(4) Artisan	h	8	62,91	503,28
A.4.12		(5) Team Leader	h	8	66,67	533,36
A.4.13		(6) Foreman	h	8	121,21	969,68
A.4.14		(7) Surveyor	h	8	181,82	1 454,56
A.5	**PSA 8.8**	**TEMPORARY WORKS**				
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	14 755,15	14 755,15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetery	Sum	1	-	-
Total Carried Forward						2 280 049,49

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 280 049,49
	PSA 8.8.4	Location and protection of existing services:				
	PSA 8.8.4.1	Provision of detecting devices for:				
A.5.3		(a) Water and sewer pipes	Sum	1	-	-
A.5.4		(b) Electrical and other cables	Sum	1	-	-
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services and infrastructure in all materials:				
A.5.5		(a) In roadways	m³	200	-	-
A.5.6		(b) In all other areas	m³	100	-	-
	PSA 8.8.7	Dealing with water:				
A.5.7		(a) Dealing with subsurface water	Sum	1	5 518,73	5 518,73
A.5.8		(b) Dealing with surface water	Sum	1	-	-
A.5.9	PSA 8.8.10	Dust control	Sum	1	-	-
A.6	**PSA 8.9**	**STANDING TIME COST**				
A.6.1		(a) Plant	Day	1	-	-
A.6.2		(b) Labour	Day	1	-	-
A.6.3		(c) Other	Day	1	-	-
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	148 500,00	148 500,00
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	2 500,00	2 500,00
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	-	-
Total Carried Forward To Summary						2 436 568,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B	SABS 1200 C	SITE CLEARANCE				
B.1		CLEAR SITE				
	PSC 8.2.1	Clear and grub:				
		Pipeline routes				
B.1.1		6 m wide	m²	5 300	3,86	20 458,00
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	-	-
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	-	-
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m³	900	14,95	13 455,00
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m²	900	14,95	13 455,00
B.1.6	PSC 8.2.12	Rip and clear tarred and paved areas	m²	50	-	-
Total Carried Forward To Summary						47 368,00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C		**SEWERS**				
C.1	**SABS 1200 DB**	**EARTHWORKS (PIPE TRENCHES)**				
		as specified in SABS 1200 DB and in the project specifications				
C.2		**PIPELINE TRENCHES**				
	PSDB 6.3.2	Excavation:				
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:				
		Pipes over 200 mm dia up to 600 mm dia for depths:				
C.2.1		Up to 1,5 m	m		1 052,23	Rate Only
C.2.2		Over 1,5 m up to 2,5 m	m	340	1 052,23	357 758,20
C.2.3		Over 2,5 m up to 3,5 m	m	300	1 143,35	343 005,00
C.2.4		Over 3,5 m up to 4,5 m	m	70	1 295,21	90 664,70
	PSDB 6.3.2	(b) Extra over item (a) above for:				
C.2.5		(1) Intermediate excavation	m³	190	217,36	41 298,40
C.2.6		(2) Hard rock excavation	m³	210	-	-
		(3) Hand excavation and backfill where directed by the Employer's Agent				
C.2.7		(3.1) Soft material	m³	10	281,00	2 810,00
C.2.8		(3.2) Intermediate material	m³	10	281,00	2 810,00
	6.3.2	(c) Excavate and dispose of unsuitable material from trench bottom				
C.2.9		(1) Intermediate material	m³	10	217,36	2 173,60
C.2.10		(2) Hard rock material	m³	120	-	-
	PSDB 6.3.3	Excavation ancillaries:				
C.2.11	6.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 5% cement where directed by the Engineer	m³	65	336,36	21 863,40
	6.3.3.1	Make up deficiency in backfill material:				
C.2.12		(a) from other necessary excavations on site	m³		311,04	Rate Only
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m³	400	70,00	28 000,00
C.2.14	PSDB 6.3.3.3	Compaction in road crossings	m³	30	-	-
Total Carried Forward						890 383,30

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						880 383,30
	8.3.4	Particular items:				
		(a) Shore trench opposite structure or service or in restricted work space				
C.2.15		Depth up to 1.0m	m	20	-	-
C.2.16		Over 1.0m up to 2.0m	m	30	-	-
C.2.17		Over 2.0m up to 3.0m	m	30	-	-
C.2.18		Over 3.0m up to 4.0m	m	50	-	-
	8.3.5	Existing services that intersect or adjoin a pipe trench:				
		(a) Services that intersect a pipe trench:				
C.2.19		(1) LT electricity cables	No	1	-	-
C.2.20		(2) HT electricity cables	No	7	-	-
C.2.21		(3) Telkom	No	3	-	-
C.2.22		(4) Watermains	No		450,00	Rate Only
C.2.23		(5) Stormwater	No		450,00	Rate Only
C.2.24		(6) Sewer	No	4	-	-
		(b) Services that adjoin a trench:				
C.2.25		(1) Foul sewer	m	120	-	-
C.2.26		(2) HT electrical cables	m	30	-	-
C.2.27		(3) Watermains	m		500,00	Rate Only
	PSDB 8.3.6	Finishing:				
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:				
C.2.28		(a) Asphalt roads and sidewalks	m²	15	837,06	12 555,90
C.2.29		(b) Gravel roads and sidewalks	m²	20	171,50	3 430,00
C.3	SABS 1200 LB	BEDDING (PIPES)				
		as specified in SABS 1200 LB and in the project specifications				
	PSLB 8.2.1	Provision of bedding from trench excavations:				
C.3.1		(a) Selected granular material	m³	5	31,04	155,20
C.3.2		(b) Selected fill material	m³	5	31,04	155,20
	8.2.2.3	From commercial sources:				
Total Carried Forward						906 679,60

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						906 679,60
C.3.3		(a) Selected granular material	m³	100	-	-
C.3.4		(b) Selected fill material	m³	600	-	-
C.3.5	PSLB 6.2.6	Extra over items 6.2.1 and 6.2.2 for bedding stabilized with 5% cement	m³	10	174,84	1 748,40
C.4	**SABS 1200 LD**	**SEWERS**				
		as specified in SABS 1200 LD and in the project specifications				
	6.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline				
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints				
C.4.1		250mm dia	m	20	513,49	10 269,80
C.4.2		300mm dia	m		889,95	Rate Only
C.5		**GRP (SN 5000 PN6)**				
C.5.1		400mm dia	m	160	1 746,96	279 513,60
C.5.2		500mm dia	m	490	2 272,22	1 113 387,80
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0 degee to 5 degee:				
C.5.3		a) 0 to 10 degree bends	No	1	28 413,38	28 413,38
C.5.4		b) >10 to 30 degree bends	No	2	28 413,38	56 826,76
C.5.5		c) >30 to 60 degree bends	No	4	28 413,38	113 653,52
C.5.6		d) >60 to 90 degree bends	No	3	32 883,38	98 650,14
		Extra-over item C.5.3 and C.5.4 for short lenghts (0.8m) at connection to manholes and structures:				
C.5.7		400mm dia	No	6	3 321,62	19 929,72
C.5.8		500mm dia	No	20	3 781,62	75 632,40
	6.2.3	Manholes:				
		Concrete manholes:				
	PSLD 6.2.3	With heavey duty ductile iron Z600D Securex hinged cover and frame as per detail drawings complete for depths:				
C.5.9		1m - 1,5m	No	1	40 266,88	40 266,88
C.5.10		1,5m - 2,0m	No	3	42 962,46	128 887,38
Total Carried Forward						2 873 887,38

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 873 887,38
C.5.11		2,0m - 2,5m	No	2	50 093,19	100 186,38
C.5.12		2,5m - 3,0m	No	4	52 242,66	208 970,64
C.5.13		3,0m - 3,5m	No	2	61 926,12	123 852,24
C.5.14		3,5m - 4,0m	No	1	63 146,12	63 146,12
C.5.15		4m - 4,5m	No		79 176,07	Rate Only
	PSLD 8.2.11	Connection to existing sewer:				
		(a) Breaking into existing manholes for depths:				
C.5.16		2,0m - 2,5m	No		25 000,00	Rate Only
C.5.17		3,5m - 4,0m	No	1	25 000,00	25 000,00
C.5.18		(b) Breaking into existing sewer and building a new manhole	No	1	49 462,46	49 462,46
C.5.19	PSLD 8.2.13	Dealing with sewage	Sum	1	45 000,00	45 000,00
Total Carried Forward To Summary						3 489 505,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D	SABS 1200 DK	GABIONS AND PITCHING as specified in SABS 1200 DK and in the project specifications				
D.1		SCHEDULED ITEMS				
	8.2.1	Surface preparation for bedding of gabions:				
D.1.1		(a) Cavities filled with approved excavated material or rock	m³		56,19	Rate Only
	8.2.2	Gabions:				
		(a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:				
D.1.2		(1) 60 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m³		2 876,08	Rate Only
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs:				
		(a) Below foundation mattress:				
D.1.3		(1) AG200- Minimum Energy Absorption (6.5kN/m) or approved equivalent	m²		18,98	Rate Only
Total Carried Forward To Summary						-

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
E		**HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)** as specified in the Southern African Society for Trenchless Technology (SASTT) Part TT3: Horizontal Directional Drilling and in the project specifications				
E.1		Establishment on site (The sum shall cover the charges for providing and establishing on the contract site of works, the personnel, plant, equipment, and materials necessary for the installation of pipes, and the subsequent removal on completion of the HDD work. A payment of 80 % of the sum will be made on the HDD establishment on site and the balance of 20 % on the HDD removal from site.)	Sum	1	75 527,51	75 527,51
E.2		HDD installation setup (The rate shall cover the cost of setting up for each HDD installation, for providing and establishing on site the personnel, plant, equipment and materials necessary for the HDD procedures to install the pipeline including obtaining wayleaves, protecting services, the verification of existing services, preparing the drill plan, implementing safety control requirements, giving notice, site inspection and photographic records, providing any watching and lighting and maintaining all temporary works until the installation is complete and the subsequent removal of temporary works, plant and equipment and making good. Payment will be made on completion and approval of the installation.)	No	1	7 500,00	7 500,00
		Excavation of drilling pits (The rate shall cover the cost of excavation, shoring, backfilling, compaction and final trimming and/or repair of final surfacing in accordance with SANS 1200 DB Clause 8.3.2.)				
E.3		Soft excavation	m³	200	-	-
E.4		Intermediate excavation	m³	30	-	-
E.5		Hard rock excavation	m³	10	-	-
E.6		Extra over items E3 to E5 for unforeseen rock or boulders	Sum	1	-	-
E.7		Hand excavation of pits (Excavation of pits by hand to locate existing services or provide waypoint pits to check on drilling progress. The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)	m³	50	-	-
Total Carried Forward						83 027,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						83 027,51
		HDD installation of pipes (Payment for installed pipe shall be full compensation for the preparatory work, drilling of the pilot bore, pre-reaming, reaming and pullback of the pipe(s), including operation of the drilling fluid system and guidance system, and survey control, safety control, protection of existing services and structures, disposal of excavation spoil and drilling fluids and testing of the pipeline. The payment shall include for supply and assembly of the pipes into a continuous pipeline, whether by welding or mechanical joints as specified.)				
E.8		500mm dia HDPE PN12.5 complete with butt welded joints as per SANS 0268-1 and SABS ISO 4427 of 1996	m	110	5 400,00	594 000,00
E.9		Extra over HDD installation of pipes in rock	m	50	-	-
E.10		CCTV inspection of installed pipes (Payment shall include for all labour, plant, equipment, supervision necessary to inspect the installed pipes and provide a video recording and report.)	m	110	90,00	9 900,00
E.11		Allow for overpumping of sewer on existing network while installation of new pipe by means of HDD (Above rate will cover all the costs, including supply and maintaining of suitable pump, blocking and unblocking of existing 300mm diameter pipe)	Sum	1	12 000,00	12 000,00
E.12		Standing time for HDD gang and equipment	h	16	-	-
Total Carried Forward To Summary						698 927,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
F	SABS 1200 LG	PIPE JACKING (RAILWAY)				
		as specified in SABS 1200 LG and in the project specifications				
	8.2.1	Jacking establishment:				
F.1		(a) Fixed charges	Sum	1	314 750,00	314 750,00
F.2		(b) Time related charges	Sum	1	191 560,00	191 560,00
	8.2.2	Supply of pipes to be jacked:				
F.3		1117mm diameter (ND) Class 100D concrete pipe	m	30	6 545,00	196 350,00
	8.2.3	Jacking of pipes:				
F.4		1117mm diameter (ND) Class 100D concrete pipe	m	30	9 800,00	294 000,00
	8.2.4	Excavation for jacking:				
F.5		Soft excavation	m^3	230	-	-
F.6		Intermediate excavation	m^3	30	-	-
F.7		Hard rock excavation	m^3	10	-	-
F.8	8.2.5	Extra over items 8.2.1 and 8.2.4 for unforeseen rock or boulders	Sum	1	-	-
F.9	8.2.10	Standing time for pipe jacking gang and the jacking equipment covered by item 8.2.1	h	16	2 500,00	40 000,00
	PSLG 8.2.11	Supply, lay, install, joint, fix and tests the pipes in the sleeve				
F.10		DN 600mm PN6, SN5000 GRP pipe	m	30	9 258,33	277 749,90
F.11	PSLG 8.2.12	Grouting between concrete pipe sleeve and the GRP gravity main using 1:9 cement: sand mixture	m^3	50	-	-
Total Carried Forward To Summary						1 314 409,90

THEEWATERSKLOOF MUNICIPALITY

TENDER NO.: ENG 11/2022/23

CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT R
A	SCHEDULE A: PRELIMINARY AND GENERAL	2 436 568,22
B	SCHEDULE B: SITE CLEARANCE	47 368,00
C	SCHEDULE C: SEWERS	3 489 505,22
D	SCHEDULE D: GABIONS AND PITCHING	-
E	SCHEDULE E: HORIZONTAL DIRECTIONAL	698 927,51
F	SCHEDULE F: PIPE JACKING (RAILWAY)	1 314 409,90
	SUBTOTAL	7 986 778,85
	Add 10% Contingencies	798 677,89
	SUBTOTAL	8 785 456,74
	Add 15% VAT	1 317 818,51
Total Carried F	Total Carried Forward To Summary Of Schedules	10 103 275,25

Annexure C: Site Meeting Minutes

Ashley Hendricks

From: Nigel Kayser
Sent: Wednesday, 02 August 2023 08:41
To: Ashley Hendricks
Subject: FW: TENDER NO.: 11/2023/24 - CONSTRUCTION OF CALEDON BULK SEWER: PHASE 4B: PORTION 1 - Minutes of Clarification Meeting
Attachments: 20174-11 Minutes of clarification meeting.pdf; 20174C_Attendance Register.pdf

From: Charl Koegelenberg <charl@lyners.co.za>
Sent: Monday, July 17, 2023 1:22 PM
To: tenders@batsini.co.za; civilsoftmin@triplecms.co.za; projects@triplecms.co.za; Willie Rossouw <willie@lwaziconstruction.com>; capetown@rodsconstruction.co.za; mashudu@leafyspace.co.za; info@leafyspace.co.za; antoinette@benver.co.za; bianca@benver.co.za; tenders@umzalicivils.co.za; tenders@exeo.co.za; winston@wbtippers.co.za; shain@noktada.co.za; admin@noktada.co.za
Cc: Nigel Kayser <nigelka@twk.gov.za>; Hanro September <hanrose@twk.gov.za>; Dwayne Gilbert <dwayne@lyners.co.za>
Subject: RE: TENDER NO.: 11/2023/24 - CONSTRUCTION OF CALEDON BULK SEWER: PHASE 4B: PORTION 1 - Minutes of Clarification Meeting

Good afternoon

Please find attached to this email the minutes of the clarification meeting. Please ensure that you complete page 5 and email a copy to charl@lyners.co.za.

Regards,

Charl Koegelenberg Pr Tech Eng MSAICE | Technical Associate|T +27(0)21 914 0300|C +27(0)82 376 6058

LYNERS | Established 1999 | www.lyners.co.za
Neil Lyners and Associates (RF) (Pty) Ltd Professional Consulting Engineers & Project Managers
Caring | Innovative | Focussed

WINNER OF THE CEMA AND ENGINEERING EXCELLENCE AWARDS 2017 FOR PROJECTS WITH A VALUE BETWEEN R20 AND R250 M

Caring
Innovative
Focussed

Neil
LYNERS
end Associates (RF) (Pty) Ltd

Consulting Engineers & Project Managers

Postal Address : P O Box 4901 TYGERVALLEY 7536
Street Address : South Gate Building, Ground Floor
South Gate Entrance, Carl Cronjé Drive
Tyger Valley Waterfront BELLVILLE 7530

Tel: +27 (0) 21 914 0300 | Fax: +27 (0) 21 914 0437
E-mail: bellville@lyners.co.za | Website: www.lyners.co.za

Our reference : 20174C/COR/CK/ck/11

Your reference :

TO : SEE BELOW

CLIENT: **Theewaterskloof Municipality**

CONTRACT NO: **ENG 11/2023/24**

Sirs

TENDER NO.: 11/2023/24 - CONSTRUCTION OF CALEDON BULK SEWER: PHASE 4B: PORTION 1

We enclose a copy of each of the following:

1. Minutes of the site inspection meeting held on 5 July 2023.

You are required to incorporate the amendments and additions detailed in the Addendum into your tender document and to submit the signed and duly completed addendum and minutes of the site inspection meeting with your tender.

Yours faithfully

Charl Koegelenberg Pr Tech Eng
for LYNERS

TO	ORGANIZATION	E-MAIL
N Kayser	Theewaterskloof Municipality	nigelka@twk.gov.za
H September	Theewaterskloof Municipality	hanrose@twk.gov.za
Lita	Batsini	tenders@batsini.co.za
H Mhlangala	Triple MS	civilsoftmin@triplecms.co.za projects@triplecms.co.za
W Rossouw	Lwazi Construction	willie@lwaziconstruction.com
J Kleser	Rods Construction	capetown@rodsconstruction.co.za
B Osborne	Leafy Space	mashudu@leafyspace.co.za info@leafyspace.co.za
B Arendse	Benver Civils & Plant Hire	antoinette@benver.co.za blance@benver.co.za
R Beers	Umzali Civils	tenders@umzalicivils.co.za
F Schoeman	Exeo Khokela Civil Engineering	tenders@exeo.co.za
Winston	WB Tippers	winston@wbtippers.co.za
S Norris	Noktada Construction	shain@nocktada.co.za admin@noktada.co.za

Caring
Innovative
Focussed

Neil
LYNERS
and Associates (RF) (Pty) Ltd

Consulting Engineers & Project Managers

MINUTES OF MEETING

PROJECT	:	Construction of Caledon Bulk Sewer Phase 4B: Portion 1
PURPOSE OF MEETING	:	Clarification Meeting
MEETING NO	:	1
VENUE	:	Theewaterskloof Municipality
DATE AND TIME	:	5 July 2023 at 10:00

ATTENDANCE REGISTER

Present:

N Kayser	Theewaterskloof Municipality	TWK/nk
H September	Theewaterskloof Municipality	TWK/hs
C Koegelenberg	Lyners	LYN/ck
D Gilbert	Lyners	LYN/dg
Lita	Batsini	BAT/l
H Mhlangala	Triple MS	TMS/hm
W Rossouw	Lwazi Construction	LWA/wr
J Kieser	Rods Construction	ROD/jk
B Osborne	Leafy Space	LS/bo
B Arendse	Benver Civils & Plant Hire	BEN/ba
R Beers	Umzali Civils	UMZ/rb
F Schoeman	Exeo Khokela Civil Engineering	EXE/fs
Winston	WB Tippers	WBT/w
S Norris	Noktada Construction	NOK/sn

ITEM	DESCRIPTION	ACTION
1.	**OPENING**	
1.1	Mr Nigel Kayser, from Theewaterskloof Municipality, acted as chairman and introduced all parties. Mr Chari Koegelenberg represented Lyners Consulting Engineers.	NOTED
1.2	The purpose of the meeting was to familiarize all parties present to the tender document and the scope of works and to highlight certain sections in the document that the tenderers must consider when completing the tender proposal.	NOTED
1.3	Tenderers were requested to complete the attendance register. Anyone who arrived after 10:15 was not allowed to attend the meeting.	NOTED

ITEM	DESCRIPTION	ACTION
2.	**TENDER INFORMATION AND SCOPE OF WORKS**	
2.1	To be eligible to tender for this contract, Contractors must: • Have a CIDB rating equal or higher to the amount they are tendering for. Class to be CE. • Must have paid the tender participation fee – proof of payment to be attached to Schedule 2K. • Attend the compulsory tender clarification meeting – proof of attendance as part of Schedule 2N	NOTED
2.2	Tender responsiveness will be tested as follows: • Must comply to eligibility criteria. • Form of offer must have been completed and signed. • Comply to the Schedule 3D: Special Conditions of Tender on page 86 of the tender document. o The service provider must source 100% unskilled labour from the benefitting community. o Only subcontractors local to Theewaterskloof Municipal area will be accepted. o All Construction Equipment that the contractor should lease must be from the local Theewaterskloof area. o Bedding and blanket sand must be sourced within the boundaries of the Municipality. o Should subcontractors or plant be sourced outside the local area, the Tenderer must prove that exhaust all resources. • The tender must be completed by hand with non-erasable black ink. • If the offer is signed, but the name of the tenderer is not stated or is indecipherable.	ALL
2.3	Tenderers were asked to have their certificate of attendance of tender information meeting signed by the Employer's Agent – Schedule 2N.	ALL
2.4	It was noted that the CIBD website was offline for the past 3 weeks. A concern was raised by the Client that this may have a negative impact on the number of tenders they may receive. Due to this, the tender period my be extended. Client to confirm.	NOTED
2.5	Brief overview of the project scope of works followed. Works to consist of: • Construction of approximately 20m of 250mm diameter Class 34 PVCU pipe, 16m of 400mm diameter Class SN 5000 PN6 GRP pipe and 490m of 500mm diameter Class SN 5000 PN6 GRP pipe. • Installation of precast concrete manholes. • Crossing an existing graveyard, within an existing road servitude, with the new pipe by means of trenchless construction methods. • Crossing an existing railway line by means of trenchless construction methods.	NOTED
2.6	Construction start date to be towards end October 2023 and works to be completed before end June 2024.	NOTED

2.7	Tenderers to take note of the different sections in the tender document where declarations must be signed. Unsigned sections will make the tender non-responsive. Sections include, but is not limited to the Returnable Documents, Form of Offer, Scope of Work and Specifications.	TWK/nk
2.8	The meeting was ended, and tenderers visited the site.	LYN/ck
3.	**ACCEPTANCE OF MINUTES** **Approved by:** _____ for LYNERS _____ DATE	

ACCEPTANCE AND INCORPORATION OF ADDENDUM

Note: Please email a copy of this completed form as soon as possible to charl@lyners.co.za to acknowledge receipt.

I/We accept that the Minutes of the Site Inspection meeting form part of these tender documents.

I/We confirm that I/We -

(a) have taken note of the contents of the Minutes of the Site Inspection Meeting,
(b) have fully considered the Minutes of the Site Inspection Meeting, and
(c) have incorporated the Minutes of the Site Inspection Meeting into my/our tender for Tender No.: ENG 11/2023/24.

SIGNED ON BEHALF OF THE TENDERER : _____

NAME OF SIGNATORY : _____

NAME OF TENDERER : _____

AS WITNESSES :
(SIGNATURES)

1. _____

2. _____

NAMES OF WITNESSES :
(BLOCK LETTERS)

1. _____

2. _____

DATE : _____

TENDER CLARIFICATION MEETING ATTENDANCE REGISTER

LYNERS, PO BOX 4001, TYGERVALLEY, 7530

TENDER NO: ENG 11/2023/24 (LYNERS PROJECT REFERENCE NUMBER: 20174C)

PROJECT NAME: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

MEETING NO: COMPULSORY SITE CLARIFICATION

DATE: 05 JULY 2023 AT 10:00

NAME	ORGANIZATION	POSITION	TEL / CELL	FAX	E-MAIL	SIGNATURE
LITA	BATSINI (PTY) LTD	REP	0786117499	—	tenders@batsini.co.za	
Hope Mhlangala	Triplec MS	Site Agent	0219050167 0661136097	—	Civilsafrica@triplecms.co.za projects@triplecms.co.za	
W. Jansen	LWAZI CONS	MANAGER	0825523816	—	willie@lwazi.co.za	
J. KIESER	ROBS CONSTRUCTION	MANAGER	0625988779 0837977981	—	capetown@robsconstruction.co.za	
Buaise Ushorne	Leafy Space (Pty) Ltd	Site Agent	021 569 4632 067 135 5942	-	masinda@leafyspace.co.za info@leafyspace.co.za	
Bianca Arendse	Benver Civils and Plant Hire (Pty) Ltd	Contracts Manager	044 878 0878 073 455 8941	—	antoinette@benver.co.za bianca@benver.co.za	
Riaan Beers	Umzali		021 3152	—	Tenders@umzaliciv.co.za	
FANIE Schoeman	EXEO	SENIOR SITE MANAGER	021-9494108 082 375 4818	—	tenders@exeo.co.za	
Winston	WB Tippers Pty	Manager	0711555941	—	Winston@WBTippers.co.za	
Shain Norris	Nokhada Construction	Procurement	079 5111701	-	shain@nokhada.com	

Name	Tick.	–	–	–	name@tuk.gov.za	
Dwayne Gilbert	Lyners	Consultant	0780827169	–	dwayne@lyners.co.za	
Charl Koegelberg	Lyners	Consultant	0823116088		charl@lyners.co.za	

Annexure D: Consultant Comments

Ashley Hendricks

From: Charl Koegelenberg <charl@lyners.co.za>
Sent: Friday, 11 August 2023 10:03
To: Nigel Kayser
Cc: Ashley Hendricks
Subject: FW: Caledon Bulk Sewer Rates comparison.
Attachments: 20174 Tender BoQ - Rev1 Comparison of rates_2023-08-09.xlsx; Umzali Tender Rates.pdf

Hi Nigel

Jammer, sien die email het in die draft gaan lê.

Soos onder genoem, het ons Umzali tariewe vergelyk met JVZ as deel van die vorige rondtes. Tariewe is in orde, maar die volgende is waargeneem:

- Health en Safety is bale hoog t.o.v van JVZ
- Umzali het hul sloot uitgrawing en invoer van bedding en blanket as een geprys onder sloot uitgrawing.
- Rots is 0 geprys – alles deel van hul sloot uitgrawing

Verder sien ons nie probleme nie.

Dankie

Charl Koegelenberg Pr Tech Eng MSAICE | Technical Associate|T +27(0)21 914 0300|C +27(0)82 376 6058

LYNERS | Established 1999 | www.lyners.co.za
Neil Lyners and Associates (RF) (Pty) Ltd Professional Consulting Engineers & Project Managers
Caring | Innovative | Focussed

WINNER OF THE CESA AQA ENGINEERING EXCELLENCE AWARDS 2017 FOR PROJECTS WITH A VALUE BETWEEN R50 AND R250 M

From: Dwayne Gilbert <dwayne@lyners.co.za>
Sent: Wednesday, August 9, 2023 2:42 PM

To: Charl Koegelenberg <charl@lyners.co.za>
Subject: RE: Workload - Caledon Bulk Sewer Rates comparison.

Hi Charl,

I have compared the rates as per your request.

I have aligned the comparison in a way for us to see the difference between what JVZ had tendered for on the old 07/2022/23 tender as well as an escalated rate of 5.6% yearly compared to the Umzali tender of 11/2023/24.

If we look at the total construction value including contingencies and VAT for the following:

- JVZ Tender No 07/2023/23 we were looking at R 10 124 656.72
- JVZ escalated Tender No 07/2023/23 we are looking at R 10 691 709.30
- Umzali Tender Number 11/2023/24 we are looking at R 10 103 275.25

We have a savings of R21 381.48 if we compare the rates of JVZ tender no 07/2022/23 and Umzali tender no 11/2023/24.
If we compared JVZ rates adjusted for inflation to that of Umzali we can see a saving of R588 434.06 contingencies and VAT included.

Please see attachment for a more in detail breakdown.

If you have any questions, please feel free to contact me.

File Directory: U:\Werke\2000\20174 C - Tender No. Eng 19-2020-21 - Caledon Bulk Sewer\Tenders\Comparison of rates\Phase 4B Portion 1 (2023)

Kind Regards,

Dwayne Theodore Gilbert | Civil Technician | T +27(0)21 914 0300 | C +27 (0) 78 082 7169

LYNERS | Established 1999 | www.lyners.co.za
Nel Lyners and Associates (RF) (Pty) Ltd Professional Consulting Engineers & Project Managers
Caring | **Innovative** | **Focussed**

WINNER OF THE CESA AOM EXCELLENCE AWARDS 2017 FOR PROJECTS WITH A VALUE BETWEEN R20 AND R250 M

From: Charl Koegelenberg <charl@lyners.co.za>
Sent: Wednesday, August 9, 2023 8:44 AM
To: Dwayne Gilbert <dwayne@lyners.co.za>
Subject: RE: Workload

Hi Dwayne

Find attached the tender report Theewaterskloof Municipality completed. Also see Umzali's rates. Please capture and compare to rates previously received. Use JVZ's rates and escalate by 5,6% for the year since October 2022.

Need to provide feedback by tomorrow.

Thank you

Charl Koegelenberg Pr Tech Eng MSAICE | Technical Associate|T +27(0)21 914 0300|C +27(0)82 376 6058

LYNERS | Established 1999 | www.lyners.co.za
Nell Lyners and Associates (RF) (Pty) Ltd Professional Consulting Engineers & Project Managers
Caring | **Innovative** | **Focussed**

WINNER OF THE CESA ROH ENGINEERING EXCELLENCE AWARDS 2017 FOR PROJECTS WITH A VALUE BETWEEN R50 AND R250M

From: Dwayne Gilbert <dwayne@lyners.co.za>
Sent: Wednesday, August 9, 2023 8:21 AM
To: Charl Koegelenberg <charl@lyners.co.za>
Subject: Workload

Hi Charl,

My workload is drying up, is there something I can do from your side?

Should I set up a teams meeting for the PQP to discuss with the wider team?

Kind Regards,

Dwayne Theodore Gilbert | Civil Technician | T +27(0)21 914 0300 | C +27 (0) 78 082 7169

LYNERS | Established 1999 | www.lyners.co.za

Neil Lyners and Associates (RF) (Pty) Ltd Professional Consulting Engineers & Project Managers

Caring | **Innovative** | **Focussed**

WINNER OF THE CESA AGIS ENGINEERING EXCELLENCE AWARDS 2017 FOR PROJECTS WITH A VALUE BETWEEN R20 AND R250 M

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
A	SABS 1200 A	**GENERAL**									
		as specified in SABS 1200 A and in the project specifications									
A.1	8.3	**FIXED CHARGES AND VALUE RELATED ITEMS**									
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	80 846,29	80 846,29	85 372,63	85 372,63	1	323 841,88	323 841,88
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1					1		
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:									
A.1.3		Locate, record, protect and reinstate pegs	Sum	1					1		
A.2	PSA 8.4	**SCHEDULED TIME RELATED ITEMS**									
	PSA 8.4.1	Time related preliminary and general charges :									
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	876 241,47	876 241,47	927 422,99	927 422,99	1	1630 351,32	1630 351,32
A.2.2	8.4.1.2	Public Holidays	No	1					18		
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1					1		
A.3	PSA 8.6	**PRIME COST SUMS**									
		(1) Communication allowances for Employer's Agent's Representative:									
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1	5 000,00	5 000,00	5 280,00	5 280,00			5 000,00
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	5 000,00	7,00	350,00	7,39	369,19	5000		
		(2) Additional testing of materials required by Engineer:									

A.3.3		(a) Cost of testing	Prov Sum	1	30 000,00	30 000,00	31 680,00	31 680,00				30 000,00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	30 000	7,00	2 100,00	7,39	2 341,15	30000			
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :										
A.3.5		(a) Cost of as built surveys	Prov Sum	1	20 000,00	20 000,00	21 120,00	21 120,00				
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	20 000	7,00	1 400,00	7,39	1 560,77	20000			20 000,00
		(4) Employment of Community Liaison Officer (CLO):										
A.3.7		(a) Employment of CLO	Prov Sum	1	40 000,00	40 000,00	42 240,00	42 240,00				
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	40 000	7,00	2 800,00	7,39	2 800,00	40000			40 000,00
A.4	PSA 8.7	DAYWORK										
	PSA 8.7.1	Dayworks:										
		(a) Vehicles, plant and equipment:										
		(3) Hydraulic excavator with bucket at least 500 mm wide										
Total Carried Forward						1080 736,78		1120 207,73				2249 183,16
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT	
Brought Forward						1080 736,78		1120 207,73				2249 183,16
A.4.1		20 Ton (> 115kW @ 1800 rmp)	h	5	1 064,15	5 320,75	1 123,74	5 618,70	5	387,33	1 936,65	
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	1 259,45	6 297,25	1 329,98	6 649,90	5	387,33	1 936,65	
A.4.3		(4) Loader Backhoe	h	5	617,75	3 088,75	652,34	3 261,70	5	198,75	993,75	
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	1 005,18	5 025,90	1 061,48	5 307,40	5	425,02	2 125,10	
A.4.5		(6) Tipper truck, more than 5m³ capacity	h	5	871,09	4 355,45	919,87	4 599,35	5	334,90	1 674,50	
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	973,89	4 869,45	1 028,22	5 141,10	5	285,87	1 429,35	
		(9) Water trucks:										

A.4.7		(f) 12 kL capacity	h	5	755,49	3 777,45	802,02	4 010,10	5	215,16	1 075,80
		Labour:									
		(a) Labour:									
A.4.8		(1) Labourer	h	8	68,97	551,76	73,80	591,12	8	56,38	451,04
A.4.9		(2) Semi-skilled labourer	h	8	78,80	630,20	84,37	674,96	8	62,91	503,28
A.4.10		(3) Skilled labourer	h	8	108,73	869,84	114,82	918,56	8	64,27	514,16
A.4.11		(4) Artisan	h	8	108,73	869,84	114,82	918,56	8	62,91	503,28
A.4.12		(5) Team Leader	h	8	163,09	1 304,72	172,22	1 377,76	8	66,67	533,36
A.4.13		(6) Foreman	h	8	312,50	2 500,00	330,00	2 640,00	8	121,21	969,68
A.4.14		(7) Surveyor	h	8	312,50	2 500,00	330,00	2 640,00	8	181,82	1 454,56
A.5	**PSA 8.8**	**TEMPORARY WORKS**									
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	11 380,51	11 380,51	11 996,70	11 996,70	1	14 755,15	14 755,15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetary	Sum	1					1		
	PSA 8.8.4	Location and protection of existing services:									
	PSA 8.8.4.1	Provision of detecting devices for:									
A.5.3		(a) Water and sewer pipes	Sum	1					1		
A.5.4		(b) Electrical and other cables	Sum	1	2 850,00	2 850,00	3 009,60	3 009,60	1		
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services in all materials:									
A.5.5		(a) In roadways	m²	200					200		
A.5.6		(b) In all other areas	m²	100	521,12	52 112,00	550,30	55 030,00	100		
	PSA 8.8.7	Dealing with water:									
A.5.7		(a) Dealing with subsurface water	Sum	1	9 689,99	9 689,99	10 232,63	10 232,63	1	5 516,73	5 516,73
A.5.8		(b) Dealing with surface water	Sum	1					1		
A.5.9	PSA 8.8.10	Dust control	Sum	1	6 102,36	6 102,36	6 444,09	6 444,09	1		
A.6	**PSA 8.9**	**STANDING TIME COST**									
A.6.1		(a) Plant	Day	1	17 670,00	17 670,00	18 659,52	18 659,52	1		
A.6.2		(b) Labour	Day	1	15 390,00	15 390,00	16 251,84	16 251,84	1		
A.6.3		(c) Other	Day	1					1		
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	16 969,82	16 969,82	17 919,92	17 919,92	1	148 500,00	148 500,00
Total Carried Forward						1234 678,65		1304 161,24			2434 068,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMEAZI RATES	UMEAZI AMOUNT
Brought Forward						1234 678,65		1304 101,24			2434 088,22
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	2 565,00	2 565,00	2 708,64	2 708,64	1	2 500,00	2 500,00
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	2 850,00	2 850,00	3 009,60	3 009,60	1		
Total Carried Forward To Summary						1240 283,65		1309 819,48			2436 588,22
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMEAZI RATES	UMEAZI AMOUNT
B	SABS 1200 C	SITE CLEARANCE									
B.1		CLEAR SITE									
	PSC 8.2.1	Clear and grub:									
		Pipeline routes									
B.1.1		6 m wide	m²	5 800	4,17	24 186,00	4,40	25 520,00	6300	3,86	20 458,00
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to									
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	1 808,37	1 808,37	1 909,64	1 909,64	1		0,00
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	2 786,22	2 786,22	2 923,24	2 923,24	1		0,00
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m²	900	36,44	32 796,00	41,65	37 485,00	900	14,95	13 455,00
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m²	900	19,36	17 442,00	20,47	18 423,00	900	14,95	13 455,00
B.1.6	PSC 8.2.12	Rip and clear tarred and paved areas	m²	100					50		
Total Carried Forward To Summary						81 700,59		86 280,88			47 368,00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
C		SEWERS									
C.1	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)									
		as specified in SABS 1200 DB and in the project specifications									
C.2		PIPELINE TRENCHES									
	PSDB 8.3.2	Excavation:									
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:									
		Pipes over 200 mm dia up to 600 mm dia for depths:									
C.2.1		Up to 1,5 m	m		201,85	Rate Only	212,94	Rate Only		1 052,23	Rate Only
C.2.2		Over 1,5 m up to 2,5 m	m	382	201,85	79 046,80	212,94	83 472,48	340,00	1 052,23	357 758,20
C.2.3		Over 2,5 m up to 3,5 m	m	306	342,46	104 799,70	361,83	110 688,78	300,00	1 143,35	343 005,00
C.2.4		Over 3,5 m up to 4,5 m	m	55	551,24	30 318,20	582,11	32 016,05	70,00	1 295,21	90 664,70
	PSDB 8.3.2	(b) Extra over item (a) above for:									
C.2.5		(1) Intermediate excavation	m³	215	57,12	12 280,80	60,32	12 968,80	190,00	217,36	41 298,40
C.2.6		(2) Hard rock excavation	m³	110	638,28	70 510,80	675,08	74 256,80	210,00		0,00
		(3) Hand excavation and backfill where directed by the Employer's Agent									
C.2.7		(3.1) Soft material	m³	10	157,42	1 574,20	166,24	1 662,40	10,00	281,00	2 810,00
C.2.8		(3.2) Intermediate material	m³	10	295,15	2 951,50	311,66	3 116,60	10,00	281,00	2 810,00
	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom									
C.2.9		(1) Intermediate material	m³	60	246,73	14 803,80	260,55	15 633,00	10,00	217,36	2 173,60
C.2.10		(2) Hard rock material	m³	10	856,18	8 561,80	904,13	9 041,30	120,00		0,00
	PSDB 8.3.3	Excavation ancillaries:									
C.2.11	8.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 5% cement where directed by the Engineer	m³	65	202,94	13 191,10	214,30	13 929,50	65,00	336,36	21 863,40

	8.3.3.1	Make up deficiency in backfill material:										
C.2.12		(a) from other necessary excavations on site	m³		81,38	Rate Only	86,50	Rate Only		311,04	Rate Only
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m³	600	506,08	304 040,00	642,13	321 065,00	400,00	70,00	28 000,00
C.2.14	PSDB 8.3.3.3	Compaction in road crossings	m³	30	11,09	332,70	11,71	351,30	30,00		0,00
	8.3.4	Particular items:									
		(a) Shore trench opposite structure or service or in restricted work space									
C.2.15		Depth up to 1.0m	m	20	560,50	11 210,00	591,89	11 837,80	20,00		0,00
C.2.16		Over 1.0m up to 2.0m	m	30	820,80	24 624,00	866,76	26 002,80	30,00		0,00
	8.3.5	Existing services that intersect or adjoin a pipe trench:									
		(a) Services that intersect a pipe trench:									
C.2.17		(1) LT electricity cables	No	1	1 710,61	1 710,61	1 806,40	1 806,40	1,00		0,00
Total Carried Forward						679 753,61		717 819,01			890 363,30

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
Brought Forward						679 753,61		717 819,01			890 363,30
C.2.18		(2) HT electricity cables	No	7	1 710,61	11 974,27	1 806,40	12 644,80	7,00		0,00
C.2.19		(3) Telkom	No	3	1 710,61	5 131,83	1 806,40	5 419,20	3,00		0,00
C.2.20		(4) Watermains	No		2 494,84	Rate Only	2 634,34	Rate Only		450,00	Rate Only
C.2.21		(5) Stormwater	No		4 386,83	Rate Only	4 610,11	Rate Only		450,00	Rate Only
C.2.22		(6) Sewer	No	4	1 710,61	6 842,44	1 806,40	7 225,60	4,00		0,00
		(b) Services that adjoin a trench:									
C.2.23		(1) Foul sewer	m	120	35,30	4 236,00	37,37	4 484,40	120,00		0,00
C.2.24		(2) HT electrical cables	m	30	39,39	1 181,70	37,37	1 121,10	30,00		0,00
C.2.25		(3) Watermains	m		38,81	Rate Only	40,99	Rate Only		500,00	Rate Only
	PSDB 8.3.6	Finishing:									
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:									

C.2.26		(a) Asphalt roads and sidewalks	m²	30	734,53	22 036,80	775,86	23 269,80	15,00	837,06	12 555,90
C.2.27		(b) Gravel roads and sidewalks	m²	20	397,25	7 945,00	419,50	8 390,00	20,00	171,50	3 430,00
C.3	SABS 1200 LB	BEDDING (PIPES)									
		as specified in SABS 1200 LB and in the project specifications									
	PSLB 8.2.1	Provision of bedding from trench excavations:									
C.3.1		(a) Selected granular material	m³	5	83,34	416,70	88,01	440,05	5,00	31,04	155,20
C.3.2		(b) Selected fill material	m³	5	83,34	416,70	88,01	440,05	5,00	31,04	155,20
	8.2.2.3	From commercial sources:									
C.3.3		(a) Selected granular material	m³	110	547,34	60 207,40	577,99	63 578,90	100,00		0,00
C.3.4		(b) Selected fill material	m³	650	553,75	359 937,50	584,76	380 094,00	600,00		0,00
C.3.5	PSLB 8.2.6	Extra over items 8.2.1 and 8.2.2 for bedding stabilized with 5% cement	m³	10	202,94	2 029,40	214,30	2 143,00	10,00	174,64	1 746,40
C.4	SABS 1200 LD	SEWERS									
		as specified in SABS 1200 LD and in the project specifications									
	8.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline									
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints									
C.4.1		250mm dia	m	40	532,21	21 288,40	562,01	22 480,40	20,00	513,49	10 269,80
C.4.2		300mm dia	m		1 271,47	Rate Only	1 342,67	Rate Only		869,85	Rate Only
C.5		GRP (SN 5000 PN6)									
C.5.1		400mm dia	m	340	607,46	546 539,40	1 687,48	577 143,20	180,00	1 746,98	270 513,60
C.5.2		500mm dia	m	490	2 116,63	1036 968,50	2 234,13	1094 723,70	490,00	2 272,22	1113 387,80
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0-degree to 5 degree:									
C.5.3		a) 0 to 10 degree bends	No	1	31 869,40	31 869,40	33 654,15	33 654,15	1,00	28 413,38	28 413,38
C.5.4		b) >10 to 30 degree bends	No	3	31 878,28	95 028,75	33 450,13	100 350,39	2,00	28 413,38	56 826,76
Total Carried Forward						2883 300,95		3055 421,75			2396 837,34

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
Brought Forward						2883 390,98		3055 421,76			2396 837,34
C.5.5		c) >30 to 60 degree bends	No	5	30 614,26	152 571,30	32 223,06	161 115,30	4,00	28 413,38	113 653,52
C.5.6		d) >60 to 90 degree bends	No	3	37 379,68	112 138,58	39 473,13	118 419,39	3,00	32 883,36	98 650,14
		Extra-over item C.5.3 and C.5.4 for short lengths (0.8m) at connection to manholes and structures:									
C.5.7		400mm dia	No	14	3 271,08	45 795,12	3 454,29	48 359,84	6,00	3 321,62	19 929,72
C.5.8		600mm dia	No	20	3 785,29	75 725,80	3 998,31	79 966,20	20,00	3 781,62	75 632,40
	8.2.3	Manholes:									
		Concrete manholes:									
	PSLD 8.2.3	With heavy duty ductile iron Z600D Securex hinged cover and frame as per detail drawings complete for depths:									
C.5.9		1m - 1,5m	No	1	35 373,80	35 373,80	37 354,52	37 354,52	1,00	40 296,88	40 296,88
C.5.10		1,5m - 2,0m	No	6	43 801,36	262 808,16	46 254,24	277 525,44	3,00	42 962,46	128 887,38
C.5.11		2,0m - 2,5m	No	2	48 726,61	97 453,22	51 455,30	102 910,60	2,00	50 093,19	100 186,38
C.5.12		2,5m - 3,0m	No	5	55 700,10	278 500,50	58 818,31	294 086,55	4,00	52 242,66	208 970,64
C.5.13		3,0m - 3,5m	No	2	67 475,01	134 950,02	71 253,61	142 507,22	2,00	61 926,12	123 852,24
C.5.14		3,5m - 4,0m	No	1	80 983,28	80 983,28	85 518,34	85 518,34	1,00	83 146,12	83 146,12
C.5.15		4m - 4,5m	No		112 947,11	Rate Only	119 272,15	Rate Only		79 178,07	Rate Only
	PSLD 8.2.11	Connection to existing sewer:									
		(a) Breaking into existing manholes for depths:									
C.5.16		2,0m - 2,5m	No		7 909,34	Rate Only	8 440,97	Rate Only		25 000,00	Rate Only
C.5.17		3,5m - 4,0m	No	1	8 361,66	8 361,66	8 829,81	8 829,81	1,00	25 000,00	25 000,00
C.5.18		(b) Breaking into existing sewer and building a new manhole	No	2	34 526,00	69 052,00	36 459,46	72 918,92	1,00	49 462,46	49 462,46
C.5.19	PSLD 8.2.13	Dealing with sewage	Sum	1	5 536,88	5 536,88	5 846,95	5 846,95	1,00	45 000,00	45 000,00
Total Carried Forward To Summary						4252 841,91		4490 790,73			3469 505,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
D	SABS 1200 DK	**GABIONS AND PITCHING** as specified in SABS 1200 DK and in the project specifications									
D.1		**SCHEDULED ITEMS**									
	8.2.1	Surface preparation for bedding of gabions:									
D.1.1		(a) Cavities filled with approved excavated material or rock	m³	40	18,87	974,80	17,81	712,40		56,19	Rate Only
	8.2.2	Gabions:									
		(a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:									
D.1.2		(1) 80 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m²	20	2 001,76	40 035,20	2 113,88	42 277,20		2 876,00	Rate Only
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs:									
		(a) Below foundation mattress:									
D.1.3		(1) AG200- Minimum Energy Absorption (6.5kN/m) or approved equivalent	m²	40	22,29	891,60	23,54	941,60		16,98	Rate Only
Total Carried Forward To Summary						41 901,60		43 931,20			0,00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
E		**HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)** as specified in the Southern African Society for Trenchless Technology (SASTT) Part TT3: Horizontal Directional Drilling and in the project specifications									
E.1		Establishment on site (The sum shall cover the charges for providing and establishing on the contract site of works, the personnel, plant, equipment, and materials necessary for the installation of pipes, and the subsequent removal on completion of the HDD work. A payment of 80 % of the sum will be made on the HDD establishment on site and the balance of 20 % on the HDD removal from site.)	Sum	1	41 196,00	41 196,00	43 501,92	43 501,92	1,00	75 527,51	75 527,51

E.2		HDD installation setup (The rate shall cover the cost of setting up for each HDD installation, for providing and establishing on site the personnel, plant, equipment and materials necessary for the HDD procedures to install the pipeline including obtaining wayleaves, protecting services, the verification of existing services, preparing the drill plan, implementing safety control requirements, giving notice, site inspection and photographic records, providing any watching and lighting and maintaining all temporary works until the installation is complete and the subsequent removal of temporary works, plant and equipment and making good. Payment will be made on completion and approval of the installation.)	No	1	8 025,00	8 025,00	8 474,40	8 474,40	1,00	7 500,00	7 500,00
		Excavation of drilling pits (The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)									
E.3		Soft excavation	m³	200							0,00
E.4		Intermediate excavation	m³	30							0,00
E.5		Hard rock excavation	m³	10	9 644,00	96 440,00	10 395,26	103 952,60			0,00
E.6		Extra over items E3 to E5 for unforeseen rock or boulders	Sum	1							0,00
E.7		Hand excavation of pits (Excavation of pits by hand to locate existing services or provide waypoint pits to check on drilling progress. The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)	m³	50	294,25	14 712,50	310,79	15 539,50			0,00
		HDD installation of pipes (Payment for installed pipe shall be full compensation for the preparatory work, drilling of the pilot bore, pre-reaming, reaming and pullback of the pipe(s), including operation of the drilling fluid system and guidance system, and survey control, safety control, protection of existing services and structures, disposal of excavation spoil and drilling fluids and testing of the pipeline. The payment shall include for supply and assembly of the pipes into a continuous pipeline, whether by welding or mechanical joints as specified.)									
E.8		500mm dia HDPE PN12.5 complete with butt welded joints as per SANS 0268-1 and SABS ISO 4427 of 1996	m	110	7 926,70	872 157,00	8 372,71	920 998,10	110,00	5 400,00	594 000,00
E.9		Extra over HDD installation of pipes in rock	m	1					60,00		0,00
Total Carried Forward						1034 529,50		1092 463,52			677 027,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
Brought Forward						1034 529,90		1092 483,52			577 027,51
E.10		CCTV inspection of installed pipes (Payment shall include for all labour, plant, equipment, supervision necessary to inspect the installed pipes and provide a video recording and report.)	m	110	120,45	13 249,50	127,20	13 992,00	110,00	90,00	9 900,00
E.11		Allow for over pumping of sewer on existing network while installation of new pipe by means of HDD (Above rate will cover all the costs, including supply and maintaining of suitable pump, blocking and unblocking of existing 300mm diameter pipe)	Sum	1	18 725,36	18 725,36	19 773,98	19 773,98	1,00	12 000,00	12 000,00
E.12		Standing time for HDD gang and equipment	h	16	1 337,50	21 400,00	1 412,40	22 598,40	16,00		0,00
Total Carried Forward To Summary						1067 904,36		1148 827,90			598 927,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	JVZ RATE	JVZ AMOUNT	JVZ RATE ESCELATED	JVZ AMOUNT ESCELATED	QTY AMENDED	UMLAZI RATES	UMLAZI AMOUNT
F	SABS 1200 LG	PIPE JACKING (RAILWAY)									
		as specified in SABS 1200 LG and in the project specifications									
	8.2.1	Jacking establishment:									
F.1		(a) Fixed charges	Sum	1	283 552,49	283 552,49	299 431,43	299 431,43	1,00	314 750,00	314 750,00
F.2		(b) Time related charges	Sum	1	201 139,00	201 139,00	212 401,73	212 401,73	1,00	191 580,00	191 580,00
	8.2.2	Supply of pipes to be jacked:									
F.3		1117mm diameter (ND) Class 100D concrete pipe	m	30	6 872,25	206 167,50	7 257,10	217 713,00	30,00	6 545,00	196 350,00
	8.2.3	Jacking of pipes:									
F.4		1117mm diameter (ND) Class 100D concrete pipe	m	30	10 280,00	308 400,00	10 866,24	325 987,20	30,00	9 800,00	294 000,00
	8.2.4	Excavation for jacking:									
F.5		Soft excavation	m³	230	115,50	26 565,00	121,97	28 053,10	230,00		0,00
F.6		Intermediate excavation	m³	30	115,50	3 465,00	121,97	3 659,10	30,00		0,00
F.7		Hard rock excavation	m³	10	115,50	1 155,00	121,97	1 219,70	10,00		0,00

F.8	8.2.5	Extra over items 8.2.1 and 8.2.4 for unforeseen rock or boulders	Sum	1	15 750,00	15 750,00	16 632,00	16 632,00	1,00		0,00
F.9	8.2.10	Standing time for pipe jacking gang and the jacking equipment covered by item 8.2.1	h	16	2 625,00	42 000,00	2 772,00	44 352,00	16,00	2 500,00	40 000,00
	PSLG 8.2.11	Supply, lay, install, joint, fix and tests the pipes in the sleeve									
F.10		DN 600mm PN6, SN5000 GRP pipe	m	30	7 216,37	216 491,10	7 619,43	228 582,90	30,00	9 256,33	277 749,90
F.11	PSLG 8.2.12	Grouting between concrete pipe sleeve and the GRP gravity main using 1:9 cement: sand mixture	m³	50					50,00		0,00
Total Carried Forward To Summary						1304 954,09		1378 032,16			1314 409,90

U:\Werke\2000\20174 C - Tender No. Eng 19-2020-21 - Caledon Bulk Sewer\Documents\Bill of Quantities\20174 Tender BoQ.bill

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	JVZ AMOUNT	JVZ AMOUNT ESCELATED	UMLAZI AMOUNT	DIFFERNCE (UMLAZI VS JVZ)	DIFFERNCE ESCELATED (UMLAZI VS JVZ)	CHECKS
A	SCHEDULE A: PRELIMINARY AND GENERAL	R1 204 673,65	R1 304 101,24	R2 436 568,22	R1 201 889,57	R1 132 466,98	1,056
B	SCHEDULE B: SITE CLEARANCE	R61 708,59	R65 280,88	R47 366,00	-R34 332,59	-R38 602,88	1,056
C	SCHEDULE C: SEWERS	R4 252 841,91	R4 490 780,73	R3 489 505,22	-R763 136,69	-R1 001 255,51	1,056
D	SCHEDULE D: GABIONS AND PITCHING	R41 801,80	R43 931,20	R0,00	-R41 801,80	-R43 931,20	1,056
E	SCHEDULE E: HORIZONTAL DIRECTIONAL	R1 097 504,56	R1 148 827,90	R698 927,51	-R398 576,85	-R449 900,39	1,056
F	SCHEDULE F: PIPE JACKING (RAILWAY)	R1 304 954,09	R1 378 032,16	R1 314 409,90	R9 455,81	-R63 622,26	1,056
	SUBTOTAL	R8 003 681,20	R8 451 944,11	R7 986 778,85	-R18 902,35	-R465 165,25	1,056
	Add 15% VAT	R1 200 552,18	R1 267 791,62	R1 198 016,83	-R2 535,35	-R69 774,79	1,056
Total Carried F	Total Carried Forward To Summary Of Schedules	R9 204 233,38	R9 719 735,73	R9 184 795,68	-R19 437,70	-R534 940,05	1,056

THEEWATERSKLOOF MUNICIPALITY
TENDER NO: ENG 11/2023/24
CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B PORTION 1

SUMMARY

SECTION	DESCRIPTION	IVE AMOUNT 9/2023/25	IVE AMOUNT ESCALATED	UNILATI AMOUNT 11/2023/24	DIFFERENCE (UNILATI VS IVE)	DIFFERENCE ESCALATED (UNILATI VS IVE)
A	PRELIMINARY AND GENERAL					
B						
C						
D	SCHEDULE D: EARTHWORKS AND PIPEWORK					
E						
F	SCHEDULE F: ROAD WORKS AND PAVING					
	SUBTOTAL 1					
	10% CONTINGENCIES					
	SUBTOTAL 2					
	15% VAT					
Total Carried Forward to Summary Of Schedules	Total Carried Forward to Summary Of Schedules					

Legend	
-	Savings
+	Additional costs

Annexure E: Proof of Contract Manager's Authenticity Verification

Nigel Kayser

From: Leallyn Fransman <Leallyn.Fransman@bigengroup.com>
Sent: Thursday, August 3, 2023 11:51 PM
To: Nigel Kayser; Gerrie Landman
Cc: Marco Slabbert; Ashley Hendricks
Subject: RE: Theewaterskloof Municipality tender evaluation: Umzali Civils reference check

Hi Nigel

We have found the following information:

La Vue 2 – total contract value R44mil – sewer value R4 mil
La Vue 1 – total value R60 mil – sewer value R12 mil
Evergreen – total value R62 mil – sewer value R12 mil
Gentlemens estate – total value R63 mil – sewer value R17 mil
River farm – total value R40 mil – sewer value R10 mil

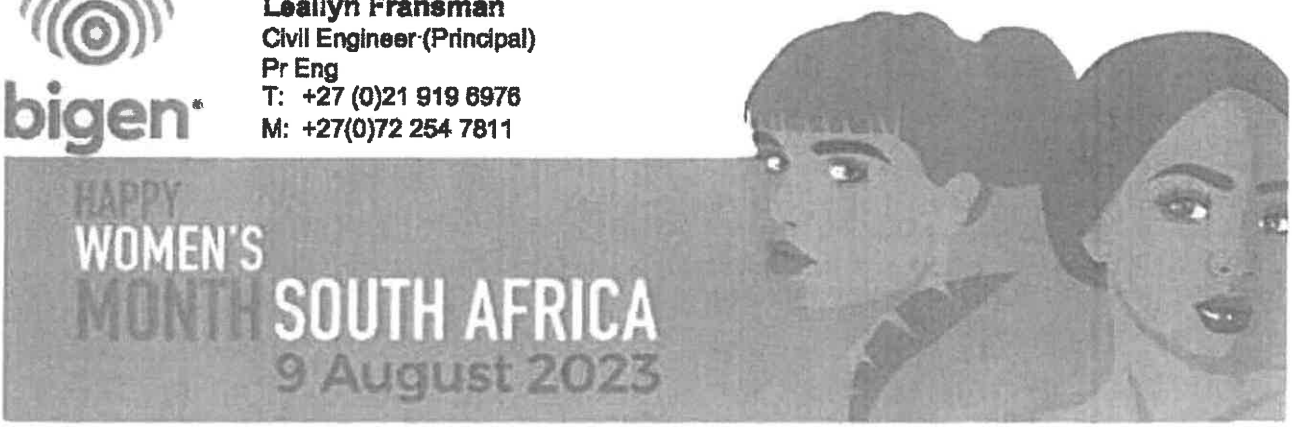
These were projects constructed by Umzali at Val de Vie under our site supervision (and design).

This is what we could find at short notice. I hope this helps.

Regards

bigen

Leallyn Fransman
Civil Engineer (Principal)
Pr Eng
T: +27 (0)21 919 6976
M: +27(0)72 254 7811



From: Nigel Kayser <nigelka@twk.gov.za>
Sent: Thursday, August 3, 2023 8:39 AM
To: Leallyn Fransman <Leallyn.Fransman@bigengroup.com>; Gerrie Landman <Gerrie.Landman@bigengroup.com>
Cc: Marco Slabbert <Marco.Slabbert@bigengroup.com>; Ashley Hendricks <ashleyhe@twk.gov.za>
Subject: RE: Theewaterskloof Municipality tender evaluation: Umzali Civils reference check

Hi Leallyn

With tender evaluations we are pressed for time, so as soon as you can assist will be appreciated

How much time do you need to source the information?

Thanks & regards
Nigel

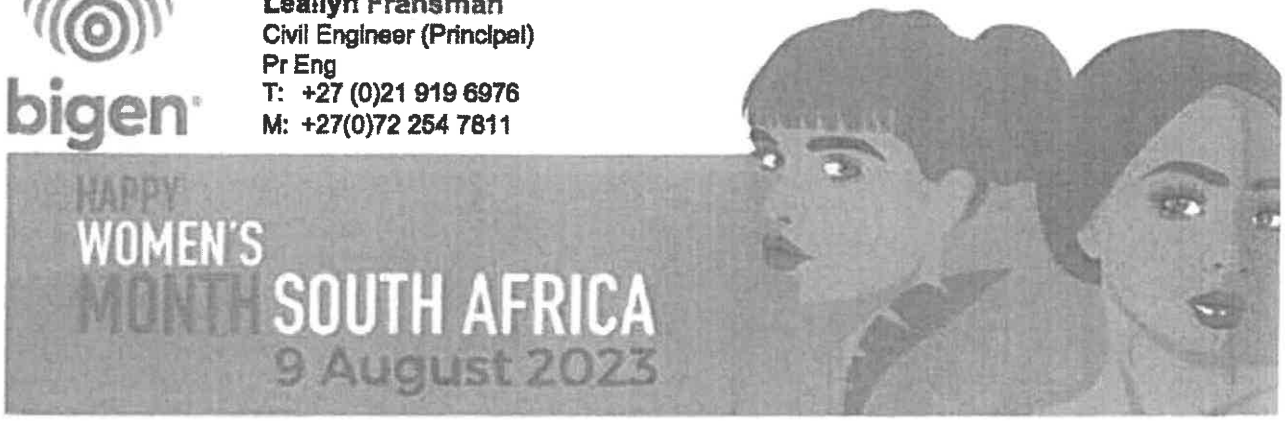
From: Leallyn Fransman <Leallyn.Fransman@bigengroup.com>
Sent: Thursday, August 3, 2023 12:18 AM
To: Nigel Kayser <nigelka@twk.gov.za>; Gerrie Landman <Gerrie.Landman@bigengroup.com>
Cc: Marco Slabbert <Marco.Slabbert@bigengroup.com>; Ashley Hendricks <ashleyhe@twk.gov.za>
Subject: RE: Theewaterskloof Municipality tender evaluation: Umzali Civils reference check

HI Nigel

We will have to gather the information from our archives as some of these have been completed years ago. By when do you need it by?

Regards

bigen
Leallyn Fransman
Civil Engineer (Principal)
Pr Eng
T: +27 (0)21 919 6976
M: +27(0)72 254 7811



From: Nigel Kayser <nigelka@twk.gov.za>
Sent: Wednesday, August 2, 2023 4:02 PM
To: Gerrie Landman <Gerrie.Landman@bigengroup.com>; Leallyn Fransman <Leallyn.Fransman@bigengroup.com>
Cc: Marco Slabbert <Marco.Slabbert@bigengroup.com>; Ashley Hendricks <ashleyhe@twk.gov.za>
Subject: Theewaterskloof Municipality tender evaluation: Umzali Civils reference check

Good day Leallyn & Gerrie

I trust this email finds you both in good health and high spirits !

Theewaterskloof is in the process of evaluating a tender offer from Umzali Civils, where the contractor has listed projects completed under the supervision of Bigen Group as proof of their past experience. Please find snapshots of the completion certificates of the various contracts.

Our tender eligibility criteria measures the tenderers experience in terms of sewer pipelines, while the experience they have listed (per the attached) is for all civil services.

We wish to determine the value of sewer pipelines component of each contract and hope you can assist us in this regard.

We hope to hear from you at your earliest convenience

Regards

Nigel Kayser

From: nigel kayser <nigel.kayser28@gmail.com>
Sent: Wednesday, August 2, 2023 2:55 PM
To: Nigel Kayser <nigelka@twk.gov.za>
Subject:

Annexure F: Checklist

THEEWATERSKLOOF MUNICIPALITY

CHECKLIST WHEN EVALUATING BIDS TABLED BEFORE THE BID EVALUATION COMMITTEE

PURPOSE: The purpose of the checklist is to give effect to Supply Chain Management Regulation 28 issued by National Treasury, which deals with the evaluation of bids.

TENDER: ENG 11/2022/24 - CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

No	Criteria	Yes	No	N/A	Comments
1	Is the expense budgeted for ? If yes, what is the amount and under which vote is the provision for the expenditure? If no, what is the reason for the proposed expenditure?	X			07/8010/1/6163/4 – R 10 000 000.00
2	Did you use the Supply Chain Management policy approved by the Theewaterskloof Municipal Council when evaluating bids?	X			
3	Is the policy applied accordingly ?	X			
4	Is the evaluation of the commodity taken into consideration when determining the RDP goals?			N/A	
5	Were any checks and balances perform to determine that the B-BBEE points are calculated correctly? Comment fully.				SCM will do the checks and balances as this is only the Technical Report
6	Is a query made in respect of whether or not the recommended bidder's municipal rates and taxes and municipal services charges are in arrears?				SCM will make the query as this is only the Technical Report
7	Do you submit to the bid adjudication committee a report and recommendations regarding the award of the bid or any other related matter				This is the Technical Report submitted to SCM.

TECHNICAL REPORT COMPILED BY: N. Kayser — CONTRACT MANAGER OF GOODS AND SERVICES (PRINT NAME & SURNAME & SIGN)

11-08-2023 — DATE

Theewaterskloof
Municipality

TENDER NO.: ENG 11/2023/24

CONTRACT DOCUMENT

FOR

CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

(RETURNABLE DOCUMENT)

Name of Tenderer	
Address	
Telephone Number	
Fax Number	
Date	
Signature	
Construction Duration (Calendar Days)	
Amount (VAT Included)	

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 88** of this document (see also Clause C.4.1 on **page 16)**

ISSUED BY:

THEEWATERSKLOOF MUNICIPALITY
PO Box 24
CALEDON
7230

PREPARED BY:

NEIL LYNERS AND ASSOCIATES (RF) (PTY) LTD
PO Box 4901
TYGERVALLEY
7530

INVITATION TO BID (MBD 1 PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
BID NUMBER:	ENG 11/2023/24	CLOSING DATE:	28 July 2023	CLOSING TIME:	12h00
DESCRIPTION	**CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

Theewaterskloof Municipality, 6 Plein Street, Caledon

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SCM**	CONSULTANT	**Neil Lyners and Associates (RF) (Pty) Ltd**
CONTACT PERSON	**Sergio Francis**	CONTACT PERSON	**Charl Koegelenberg**
TELEPHONE NUMBER	**028 214 3300**	TELEPHONE NUMBER	**021 914 0300**
FACSIMILE NUMBER	**028 214 1289**	FACSIMILE NUMBER	
E-MAIL ADDRESS	sergiofr@twk.gov.za	E-MAIL ADDRESS	charl@lyners.co.za

TERMS AND CONDITIONS FOR BIDDING (MBD 1 PART B)

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORK (THIRD EDITION) 2015 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE:

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 22 June 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	Only those tenderers who are registered with the CIDB, in the CE Class grading designation equal to or higher than the tendered sum, are eligible to have their tenders evaluated.
SITE BRIEFING SESSION (COMPULSORY)	:	Wednesday, 5 July 2023
VENUE FOR SITE BRIEFING SESSION	:	Technical Services Department, 26 Kerk Street, Caledon
CLOSING DATE	:	Friday, 28 July 2023
CLOSING TIME	:	12:00
CLOSING VENUE	:	Theewaterskloof Municipality Head Office (Council Chambers) 6 Plein Street **CALEDON** 7230
VALIDITY PERIOD OF TENDER		90 days
TENDER BOX 1	:	Tender Box No. 1 located at the main entrance to: Theewaterskloof Municipality (Head Office) 6 Plein Street **CALEDON** 7230. Insert the large envelope containing the Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

PARTICULARS OF TENDERER

1. TENDERER: .....

   ADDRESS: .....

   CONTACT PERSON: .....

   TELEPHONE NUMBER: .....

   FAX NUMBER: .....

2. BANK: .....

   BRANCH: .....

   CHEQUE ACCOUNT NUMBER: .....

   CONTACT PERSON: .....

   TELEPHONE NUMBER: .....

3. PERFORMANCE SECURITY: .....

   BRANCH - CONTACT PERSON: .....

   TELEPHONE NUMBER: .....

4. VAT REGISTRATION NUMBER: .....

5. CIDB REGISTRATION NUMBER: .....

6. CSD REGISTRATION NUMBER: .....

I/WE HEREBY GIVE AUTHORISATION TO THEEWATERSKLOOF MUNICIPALITY AND/OR NEIL LYNERS AND ASSOCIATES (RF) (PTY) LTD TO OBTAIN BANK CODES FROM MY/OUR FINANCIAL INSTITUTION LISTED ABOVE.

....

SIGNATURE OF TENDERER **DATE**

Contents

	Cover page
	Invitation to Bid (MBD 1 Part A)
	Terms and Conditions for Bidding (MBD 1 Part B)
	General Tender information
	Particulars of Tenderer
	Contents
The Tender	
Part T1: Tendering procedures	
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: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Confirmation of Receipt
C1.3	Contract Data
C1.4	Form of Guarantee
C1.5	Adjudicators Agreement
C1.6	Occupational Health and Safety Agreement
C1.7	Contract of Temporary Employment as Community Liaison Officer
C1.8	Insurance Broker's Warranty
Part C2: Pricing data	
C2.1	Pricing Instructions
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
Part C4: Site Information (Geotechnical Report and Ground Penetrating Radar Report)	
Part C5: Health and Safety Specification	
Part C6: Environmental Specification	
Part C7: Detail Drawings	

Part T1: Tendering procedures

Page

T1.1 Tender Notice and Invitation to Tender 2
T1.2 Tender Data 3

Theewaterskloof
Municipality

TENDER NOTICE AND INVITATION TO TENDER NO.: ENG 11/2023/24
CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

Theewaterskloof Municipality, Directorate: Technical & Infrastructure Implementation Services invites tenders for the abovementioned works, located in the Theewaterskloof Municipal jurisdiction.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions, Tender Data (Clause C.2.1.1) and Special Conditions of Tender **(Schedule 3D)** are eligible to submit tenders. Tenderers should have a CE class CIDB grading equal to or higher than their tendered sum.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy and the Preferential Procurement Regulations of 2022. It is estimated that the 80/20 preference points system will be applicable. Tenders satisfying the qualifying criteria will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za.

A set of tender documents will be available from Thursday, 22 June 2023 and may be obtained from the Theewaterskloof Municipality, Technical Services Department, 26 Kerk Street, Caledon during office hours, Monday to Thursday, 07:45 to 13:00 and 13:45 to 16:45 and Fridays 07:45 to 13:00 and 13:45 to 15:30. Payment of a non-refundable tender participation fee of **R550.00** (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Mr Hanro September at hanrose@twk.gov.za or Henri-John Philander at Henri-johnph@twk.gov.za.

All **technical enquiries** must be directed to Mr. Nigel Kayser at nigelka@twk.gov.za or the representative of the Consulting Engineers, Mr. Charl Koegelenberg at charl@lyners.co.za. Please note that no verbal queries will be entertained.

All prospective tenderers will meet at the Technical Services Directorate, 26 Kerk Street, Caledon on Wednesday, 5 July 2023 at 10h00, after which a **compulsory clarification site visit** with representatives of the Employer will take place to the site of the proposed sewer pipeline in Caledon. Prospective tenderers who arrive later than 10h15 will not be allowed into the clarification meeting. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The **closing time** for receipt of tenders is **12h00** on Friday, 28 July 2023, at Theewaterskloof Municipality, Head Office, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked **"TENDER NO.: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1"**, must be placed in Tender Box No. 1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, electronic / email and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Theewaterskloof Municipality reserves the right to scale down on the scope of work in order for the contract value to fit into the available budget. **The 80/20 preference point system** in terms of Theewaterskloof Municipality's Preferential Procurement Policy will be applicable as follows:

Price: 80 points
Specific goals: 20 points
a) B-BBEE status level of contributor: 10 points
b) Locality: 10 points
Total points: 100 points

WSE Solomons-Johannes
Acting Municipal Manager
Theewaterskloof Municipality
P O Box 24
Caledon
7230

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, 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**

C.1 General

C.1.1 **Actions**

C.1.1.1 *Add the following:*

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the tender was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the **THEEWATERSKLOOF MUNICIPALITY**, represented by the Acting Director: Technical and Infrastructure Implementation Services.

In addition to the above, the following further documents are part of the tender:

VOLUME 1: The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). 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: **SANS 1200** The Standardized specification for civil engineering construction. 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 3: The Tender Document (this document), in which is bound:

The Tender
Part T1: Tendering procedures
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: Agreements and Contract Data
C1.1 Form of Offer and Acceptance
C1.2 Confirmation of Receipt
C1.3 Contract Data
C1.4 Form of Guarantee
C1.5 Adjudicators Agreement
C1.6 Occupational Health and Safety Agreement
C1.7 Contract of Temporary Employment as Community Liaison Officer
C1.8 Insurance Broker's Warranty

Part C2: Pricing Data
C2.1 Pricing Instructions
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 Annexures

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

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

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

C.1.4 **Communication and employer's agent**

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors 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, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer's agent is:

Mr. Charl Koegelenberg
Neil Lyners and Associates (RF) (Pty) Ltd.
PO Box 4901
TYGERVALLEY
7536

Tel: 021 914-0300
E-mail: charl@lyners.co.za

C.1.5 **Cancellation and Re-Invitation of Tenders**

Delete the full stop at the end of C.1.5.1 d) and replace with, or

Add the following after C.1.5.1 d):

e) the parties are unable to negotiate market related pricing.
f) in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

C.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 **Proposal procedure using the two-stage system**

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

2 Tenderer's obligations

Eligibility

C.2.1.1 *Delete the clause and replace with the following:*

Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders:

a) Tenderers should have a CE class CIDB grading equal to or higher than their tendered sum. Please append the certificate to **Schedule 2A** in the Returnable schedules

b) Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 2K**.

c) Attendance of the compulsory clarification meeting. For proof of attendance see **Schedule 2N**.

Add the following after C.2.1.2:

"C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 Construction Industry Development Board (CIDB) Registration (Schedule 2A)

Only those tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for CE class of construction work, are eligible to have their tenders evaluated. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

a) every member of the joint venture is registered with an active status with the CIDB; and
b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work as determined by the tendered sum; and
c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for in the CE 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 attached.

C.2.1.4.3 Good standing with Bargaining Council (Schedule 2M)

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** or a bargaining council relevant to the industry at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3 Check documents

C.2.3 *Delete the clause and replace with the following:* .

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified.

C.2.7 Clarification meeting (Schedule 2N)

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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

C.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

a) inspected the Specifications and read and fully understood the Conditions of Contract.
b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself 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(s) and made the necessary provisions for any additional costs involved thereby.
d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11 Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

C.2.12.1 *Delete C.2.12.1 to C2.12.3 and add the following:*

No alternative offers will be considered.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:

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

C.2.13.2 ***Replace sub-clause C.2.13.2 with the following***

C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in non-erasable black ink.

C.2.13.3 *Add the following to C. 2.13.3*

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

C.2.13.4 *Add the following after the first sentence of C.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.

C.2.13.7 *Add the following to C.2.13.7:*

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 No. 1 at the entrance of the municipal head office
Physical address:	Theewaterskloof Municipality, 6 Plein Street, **CALEDON**, 7230
Reference number:	Tender number: **ENG 11/2023/24**
Title of Tender:	**TENDER NO.: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1**

Sealed tenders with the Tenderer's name and address and the endorsement, **"TENDER NO.: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1"** on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

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

Add the following after C.2.13.9:

C.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.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.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. Only those tenders that have been completed in handwritten black ink, on the issued hard copy tender document shall be considered.
d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. 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.
f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. 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.
g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

C.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.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

C.2.16.1 The tender offer validity period is **90 days**.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 Provide other material

Delete the following word in C.2.18.1:

C.2.18.1 notarized

C.2.18.3 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 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 or upon request, appended to **Schedule 3B**: Health and Safety Plan in Part T2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.6 Annexures.

C.2.23 Certificates

Add the following to C2.23:

C.2.23.1 Evidence of tax compliance

Tenderers shall complete and append to **Schedule 2C** a valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin Certificate.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for B-BBEE preference points, tenderers must comply with the relevant requirements in Schedule 2F.

Tenderers shall indicate in Section 4 of **Schedule 2F** the Level of Contribution in respect of the enterprise status or structure of the tendering entity. Tenderers shall append a certified and valid B-BBEE certificate to **Schedule 2P**.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.3.2 at the end of the paragraph:

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.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

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: **THEEWATERSKLOOF MUNICIPALITY, HEAD OFFICE, 6 PLEIN STREET, CALEDON, 7230.**

Tenders will be opened immediately after the closing time for tenders at 12:00.

C.3.8 Test for responsiveness

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.8.4 Tenders will be considered non-responsive if, inter alia: (This is a requirement on **submission** of tender document). Tenderers must sign the declaration at the end of each section where applicable

- the tenderer does not comply with the eligibility criteria listed in C2.1;
- the tenderer has failed to complete and sign the Form of Offer portion of C1.1;
- the tenderer does not comply with the special conditions of tender;
- the tenderer failed to comply with C.4.1, additional conditions of tender

Test for Administrative Compliance

Tenders will be considered non-compliant if, inter alia (these documents may be requested):

- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request, excluding conditions listed as Responsiveness Criteria in C3.8.4

- The tenderer has failed to include, append and sign, where prompted in the Returnable Schedules, any and all additional information requested.
- The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful contractor will be required to submit updated municipal accounts on a quarterly basis.
- The tenderer has failed to fully complete **Schedule 1A** and failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate or Pin may be requested; and
- The tenderer has failed to append to **Schedule 2P** a valid certified B-BBEE certificate, QSE or EME affidavit, whereas points were claimed, and a copy of certificate or affidavit was supplied, a valid certified copy of the B-BBEE certificate, QSE or EME Affidavit may be requested.
- The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested.
- The tenderer has failed to submit proof of good standing with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of good standing may be requested.
- The tenderer has failed to provide proof of tender participation fee paid; proof of payment of tender participation fee can be requested.
- The tenderer has failed to submit proof of CIDB registration to **Schedule 2A**. A CIDB registration certificate equal to or higher than the tendered sum may be requested.
- The tenderer has failed to comply with the Scope of Works declaration. Signing of the declaration can be requested.
- The tenderer has failed to list projects completed and/or attach completion certificates to **Schedule 1I**. Outstanding information may be requested.

The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause C.3.9.4

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, 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 in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C3.10 The Employer may, after the closing date, request additional information or clarification from any tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of the tenderer's offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2022. The value of the tender is estimated not to exceed R50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points. Up to a maximum of 20 points for this tender will be awarded in terms of the tenderers B-BBEE status level of contribution.

C.3.11.3 **Method 2: Price and Preference**

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

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with C.3.11.4

N_P is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with C.3.11.5.

Evaluation of tender offers

General
Contract Value/Price

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

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

Points awarded for B-BBEE Status Level of Contribution

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
BBBEE (10)	**Level Points divided by 2** (For example, Level 1 = 20 / 2 = 10)
LOCALITY (10) (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK Municipal Area – 10 Western Cape – 5 Rest of South Africa - 0

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

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.

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.

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.

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.

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.

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.

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.

If a valid B-BBEE certificate (construction sector scorecard) of EME affidavit is not attached, it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate (construction sector scorecard) or EME affidavit is attached and if points are not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE Certificate or EME Affidavit if such is not attached at closing of tender.

The municipality reserves the right to appoint the bidder scoring first, second and third highest preference points at any time during the duration of the contract. When the tenderer scoring the highest points cannot perform on the contract, the municipality has the right to purchase from the tenderer scoring the second highest points and if the second highest points scorer cannot perform on the contract, the municipality reserves the right to purchase from the tenderer scoring the third highest points.

C.3.11.4 **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) 80 points where the financial value inclusive of VAT of one or more responsive tender offers equals or less than R50 000 000-00.

For this contract, the financial offers will be scored using **Formula 2 (Option 1)** where the value of W_1 is: **80** tender evaluation points. Up to a maximum of 100 minus W_1 namely **20** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **80 Financial/20 Preference** scoring criteria listed below.

80 Financial/20 Preference	
Points	**Description**
	FINANCIAL OFFER
80	PRICE
	PREFERENCES
20	B-BBEE Status Level Contribution

C.3.11.5 **Scoring Preferences**

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2022. Points will be awarded to tenderers who are eligible for preferences in terms of **Schedule 2F: Preference Points Claim Form** (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 2F**: Preference Points Claim Form shall apply in all respects to the tender evaluation process and any subsequent contract.

C.3.11.6 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:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she/it possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 Acceptance of tender offer

Delete first sentence of C.3.13 and replace with the following:

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

Delete C.3.13 a) and replace with the following):

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

Add the following below C.3.13 f)

a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Where a tax clearance certificate expires during the duration of the construction period, the tenderer must provide a valid tax clearance certificate within 21 days;
b) the tenderer is registered with the CIDB with a CE category registration equal to or higher than the tendered sum;
c) the tenderer is not in arrears for more than THREE (3) months with municipal rates and taxes and municipal service charges;
d) 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;
e) the tenderer has not:
    - abused the Employer's Supply Chain Management System; or
    - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
    - failed to perform on any previous contract and has been given a written notice to this effect;
f) 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.

C.3.13.1 SCM Related Appeals

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

C.3.17 Provide copies of the contract

Add the following after the first sentence:

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

C.3.19 *Add the following after C.3.18*

C.4 Additional Conditions of Tender

The additional conditions of tender are:

C.4.1 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 of Offer and Acceptance);**
b) if the tender is not completed in hand written, non-erasable black ink;
c) if the offer has not been signed;
d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.2 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.

C.4.3 General supply chain management conditions applicable to tenders

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

a) has furnished the Municipality 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 Municipality is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Municipality.

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

C.4.4 Combating abuse of the Supply Chain Management Policy

In terms of the 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 Municipality or has committed any improper conduct in relation to this system;
d) been convicted of fraud or corruption during the past five years;
e) willfully 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 2G**, Returnable Schedules: Declaration of Tenderers Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

C.4.5 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.

C.4.6 Community liaison officer

It is a requirement of this Contract that a local Community Liaison officer (CLO) be appointed for the area represented by the Tender.

C.4.7 COIDA payments

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2L** and append the letter in this regard.

C.4.8 Registration with Bargaining Council (or relevant affiliation)

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. Complete **Schedule 2M** and append the certificate in this regard.

C.4.9 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 of 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.

The 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 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.

C.4.10 Eligibility with respect to expanded public works programme

This Contract does **not** qualify for consideration as an Expanded Public Works Programme project.

C.4.11 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 Tender Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/ Engineer after the submission of any tender and the Tenderer shall be deemed to have:

1) inspected the Tender 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 and plant 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 Tender 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.

C.4.12 Labour intensive construction/use of local labour

It is **not** a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive systems. Tenderers are referred to the Special Conditions of Tender regarding local labour relevant to this tender, Returnable **Schedule 3D**.

C.4.13 UIF payments

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

C.4.14 Special Conditions Tender

Tenderers must sign **Schedule 3D** in the Returnable Schedules.

C.4.15 Tenderers must complete and sign all schedules. The company's name must not be used as signature.

C.4.16 The local content will be dealt with in terms of all relevant circulars issued by the National Treasury in relation to local content.

Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice means** the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
b) funds are no longer available to cover the total envisaged expenditure; or
c) no acceptable tenders are received.
d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

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

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Theewaterskloof Municipality respects the privacy rights of all persons who participate in the Municipality's procurement procedures. All personal information of the bidder will be processed in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to the Municipality's functions.

Personal information of Theewaterskloof Municipality employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to Theewaterskloof Municipality and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may use and copy the documents issued by Theewaterskloof Municipality only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

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

C.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.

C.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.

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 C.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.*

C.2.18 Provide other material

C.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.

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

C.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.

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

If instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The Employer's Undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

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

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

C.3.5 Two-envelope system

C.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.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.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.

C.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 C.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.

C.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.

C.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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

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

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

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.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

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in CIDB Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

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	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2 **CLASSES OF CONSTRUCTION WORK**

Description	Designation	Definition	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, grandstand, 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 work, 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	Works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS [SQ] Stores Walls
Mechanical engineering works	ME	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	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems 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.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations 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 Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Description	Designation	Definition	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, travellators 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 wastewater drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Part T2: Returnable Documents

Pages

T2.1 List of Returnable Documents.....34

T2.2 Returnable Schedules.....35

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority of Signatory
Schedule: 1C	Contractor's Information
Schedule: 1D	Schedule of Construction Equipment available for the Contract
Schedule: 1E	Preliminary Programme
Schedule: 1F	Estimated Monthly Cash-flow
Schedule: 1G	Schedule of Proposed Sub-contractors
Schedule: 1H	Proposed amendments and qualifications
Schedule: 1I	Schedule of Work satisfactorily carried out by the Tenderer
Schedule: 1J	Declaration Concerning Fulfillment of the Construction Regulations
Schedule: 1K	Joint Venture Disclosure Form
Schedule: 1L	Estimated Local Labor to be Employed on the Contract

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)

Schedule: 2A	Certificate of Contractors Registration issued by the CIDB
Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Clearance Certificate Requirements (MBD 2)
Schedule: 2D	Declaration of Interest (MBD 4)
Schedule: 2E	Declaration for procurement above R10 million (MBD 5)
Schedule: 2F	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022
Schedule: 2G	Declaration of Tenderers past supply chain practices (MBD 8)
Schedule: 2H	Certificate of Independent Bid Determination (MBD 9)
Schedule: 2I	Declaration in terms of the MFMA in terms of Municipal Rates & Services
Schedule: 2J	Financial Standing
Schedule: 2K	Proof of Payment of Tender Fee
Schedule: 2L	Proof of Letter of Good Standing to Relevant Authorities
Schedule: 2M	Bargaining Council – Certificate of Compliance and letter of good standing
Schedule: 2N	Certificate of Attendance at Clarification Meeting
Schedule: 2O	Proof of Credit Facilities with Suppliers/Manufacturers
Schedule: 2P	B-BBEE Certificate
Schedule: 2Q	Municipal Account/ Lease Agreement

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Schedule: 3A	Record of Addenda to Tender Documents
Schedule: 3B	Occupational Health and Safety Plan
Schedule: 3C	Form of Indemnity
Schedule: 3D	Special Conditions of Tender

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1:	Form of Offer and Acceptance
C1.2:	Confirmation of Receipt
C1.3:	Contract Data (Part 1 & Part 2)
C1.4:	Form of Guarantee
C1.5:	Adjudicator's Agreement
C1.6:	Occupational Health and Safety Agreement
C1.7:	Contract of Temporary Employment as Community Liaison Officer
C1.8:	Insurance Broker's Warranty
C2.1:	Pricing Instructions
C2.2:	Bills of Quantities

SCHEDULE 1A: 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 and 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 three (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:

- ☐ 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

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 authorized 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, Acting Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, Acting 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 biding entities submitting bid offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... **Date** .....

Name ..... **Position** .....

Enterprise Name.....

SCHEDULE 1B: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ..., chairperson of the board of directors of ....., hereby confirm that by resolution of the board **(copy attached)** taken on ..... 20....., Mr./Ms. ..... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract .....and any contract resulting from it on behalf of the company.

As witnesses:

1. _____ Signature: Sole owner: _____
2. _____ Date: _____

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. Certificate for Partnership

We, the undersigned, being the key-partners in the business trading as .....

hereby authorize Mr./Ms. ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms.

.....,

authorized signatory of the company, ...

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract

.....

and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature: Sole owner: _____
2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .....
..... hereby authorize Mr./Ms. .....
acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1C: CONTRACTOR'S INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE

CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

PART ONE

1. NAME OF COMPANY

2. ADDRESS: PHYSICAL

POSTAL

CODE WEBSITE http

E-MAIL

2.1 PHYSICAL ADDRESS IN LOCAL AREA (if applicable)

CODE

CONTACT PERSON (Name & Details)

TELEPHONE FAX

CELL PHONE

3. SECTOR (e.g. Construction)

3.1 NATURE OF BUSINESS 1.
(e.g. Plumbing)

2.

4. REGISTERED AS:

☐ CLOSE CORPORATION ☐ PTY LTD COMPANY ☐ CO-OPERATIVE

☐ SOLE TRADER ☐ LTD COMPANY

☐ PARTNERSHIP ☐ NOT REGISTERED

4.1 REGISTERED NO. (if applicable)

5. VAT REGISTRATION NO.
(if applicable) (Attach certified copy)

5.1 RATES SERVICES ACCOUNT NO.

6. ANNUAL SALES/TURNOVER (Previous financial year)

20 ..... R .....

20 ..... R .....

20 ..... R .....

7. TOTAL ASSETS (Previous financial year)

20 ..... R .....

20 ..... R .....

20 ..... R .....

8. CURRENT CONTRACTS WITH

	1.	2.	3.
COUNCIL CONTRACT NO.			
DURATION			
APPROXIMATE VALUE	R	R	R
DATES CONTRACTS WERE SIGNED			
PAYMENT TERMS			

9. PREVIOUS CONTRACTS WITH COUNCIL

CONTRACT NO. (Last financial year only)			
APPROXIMATE VALUE	R	R	R

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME

ADDRESS

CODE

11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname

Initials	Qualifications	Surname

PART TWO

12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials	Surname	ID Number	Sex	%	*HDI Holding
1.						YES/NO
2.						YES/NO
3.						YES/NO
4.						YES/NO
5.						YES/NO
6.						YES/NO
7.						YES/NO
8.						YES/NO

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
  - WHO IS A FEMALE; AND/OR
  - WHO HAS A DISABILITY

PROVIDED THAT A PERSON, WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I ..... (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

....
SIGNATURE **DATE**

(*ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.*)

SCHEDULE 1D: SCHEDULE OF CONSTRUCTION EQUIPMENT AVAILABLE FOR THE CONTRACT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1E: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

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).

The construction duration will be ..... (Calendar days)

Note: The tenderer must see Clause 1.1.1.14 of the Contract Data for the maximum Contract Period (7 months). A 6 week period must be allowed for by the Contractor to obtain all the required wayleave approvals.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1F: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
TOTAL	

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1G: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Local Subcontractors in accordance with requirements in the contract for such appointments.

No.	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous Experience with Local Sub-contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1H: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1I: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

In order to be considered for an appointment in terms of this bid, tenderers should have completed a minimum of three (3) sewer pipeline projects, each with at least a **6CE** CIDB Grading (at least one of which should be located in the Western Cape). Tenderers should list the projects in **Schedule 1I** and append the Engineer/Employer's completion certificate or completion letter to **Schedule 1I**. The authenticity of completion certificates or completion letters appended will be verified with the relevant Engineer/Employer. Please also provide contact details of the Engineer/Employer listed in **Schedule 1I**.

Note: Tenderers with the requisite experience as subcontractors can submit proof to this effect from the Main Contractor. The authenticity of information supplied will be verified and rejected if found to be false. Please also provide contact details of the Employer/ Employer's Agent/Main Contractor listed in **Schedule 1I**.

Employer: Municipality/ Other Entity	Consulting Engineering Firm / Contact person	Contact Person & Contact details	Project Name & location	CIDB Grading & Contract value	Completion certificate/Letter
		Name: .... Tel nr:	Name:..... .... Location:	CIDB Grading: ..... Contract value:	
		Name: .... Tel nr:	Name:..... .... Location:	CIDB Grading: ..... Contract value:	
		Name: .... Tel nr:	Name:..... .... Location:	CIDB Grading: ..... Contract value:	
		Name: .... Tel nr:	Name:..... .... Location:	CIDB Grading: ..... Contract value:	
		Name: .... Tel nr:	Name:..... .... Location:	CIDB Grading: ..... Contract value:	

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 1J: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ..... ID NO: .....

(Name in Print): .....

2. ..... ID NO: .....

(Name in Print): .....

SCHEDULE 1K: JOINT VENTURE DISCLOSURE FORM

GENERAL

i) Refer Scope of Works: Paragraph C3.1.1

ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment

b) work items to be performed by the Affirmable Joint Venture Partner's own forces

c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

v) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

a) Name .....

b) Postal address .....

.....

.....

c) Physical address .....

.....

.....

d) Telephone .....

e) Fax .....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.3(a) Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s).....%

c) Affirmable Joint Venture Partner percentages in respect of *

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rand (R).....

.....

.....
(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rand (R).....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	.....
b)	.....
c)	.....
d)	.....
e)	.....

AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a.	.....
b.	.....
c.	.....
d.	.....
e.	.....

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) **Joint Venture cheque signing**

.....

b) **Authority to enter into contracts on behalf of the Joint Venture**

.....

c) **Signing, co-signing and/or collateralising of loans**

.....

d) **Acquisition of lines of credit**

.....

e) **Acquisition of performance bonds**

.....

f) **Negotiating and signing labour agreements**

.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

a) **Supervision of field operations**

.....

b) **Major purchasing**

.....

c) **Estimating**

.....

d) **Technical management**

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) **Identify the "managing partner", if any**

.....

b) **What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?**

.....

c) **Describe the management structure for the Joint Venture's work under the contract**

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature	.....
Duly authorised to sign on behalf of	.....
Name	.....
Address	.....
Telephone	.....
Date	.....
Signature	.....
Duly authorised to sign on behalf of	.....
Name	.....
Address	.....
Telephone	.....
Date	.....

[Continue as necessary]

SCHEDULE 1L: ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT

Description	Number				Total
Description of Task / Element / Trade	Artisans and or Skilled Labour	Semi-Skilled Labour	Labourers	Others	Labour / Task
TOTAL ESTIMATED LOCAL LABOUR:					

SIGNED BY TENDERER: .....

Note: Where the same labour is to be re-used on various tasks the Total Labour/Tasks and the Total Actual Local Labour will differ.

SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB

The tenderer should attach to this page a copy of the certificate of contractor registration of his/her company, close corporation, partnership or joint venture issued by the CIDB.

SIGNED BY TENDERER:.....

SCHEDULE 2B: DOCUMENTS OF INCORPORATION

The tenderer should attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to this Schedule).

SCHEDULE 2C: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)

MBD 2

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, Tenderers are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit bids.

2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

   a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
   b. The taxpayer must issue the municipality with the following:

   Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1.	Tax Reference Number:	
2.	Tax Compliance Status Pin:	
3.	Tax Clearance Certificate Number:	

   c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

SCHEDULE 2D: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state[1]

2. Any person, having a kinship with persons in the service of the state[1], 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, shareholder .....

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. .....

.....

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. .....

.....

[1] **MSCM Regulations: "In the service of the state" means to be –**
(a) a member of –
i) any municipal council;
ii) any provincial legislature; or
iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(e) 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.**

3.11 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	Identify Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE 2E: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

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? **YES / NO**

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

.....

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards 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.

a. If yes, provide particulars.

.....

.....

.....

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

3.1 If yes, furnish particulars

.....

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity are 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

SCHEDULE 2F: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The 80/20 preference point system will be applicable in this tender.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	**Number of points Allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer and proof thereof attached)**
BBBEE (10)	LEVEL POINTS ÷ 2 **(For example, Level 1 = 20 Points ÷ 2 = 10)**	
LOCALITY (10) **(Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)**	TWK AREA – 10 WESTERN CAPE – 5 REST OF SOUTH AFRICA - 0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

_ Personal Liability Company
_ (Pty) Limited
_ Non-Profit Company
_ State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....
.....
.....
.....

SCHEDULE 2G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 **In order to give effect to the above, the following questionnaire must be completed 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 of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

Item	Question	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

SCHEDULE 2H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. takes all reasonable steps to prevent such abuse;
b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

_____
(Name of Municipality / Municipal Entity)

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

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

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

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

SCHEDULE 2I: DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

NAME OF ENTERPRISE / TENDERER*: .....

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners 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 Theewaterskloof 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 Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
d. been convicted of fraud or corruption during the past five years;
e. willfully 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.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED BY ENTERPRISE/TENDERER: .....

DATE: .....

* **where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.

SCHEDULE 2J: FINANCIAL STANDING

"TENDERERS SHOULD APPEND PROOF OF BANK GRADING TO THIS SCHEDULE"

COMPLETION OF WORKS: ..... (CALENDAR DAYS)

SIGNED BY TENDERER:.....

SCHEDULE 2K: PROOF OF PAYMENT OF TENDER FEE

The tenderer should attach to this page proof of payment of the tender fee.

SIGNED BY TENDERER:.....

SCHEDULE 2M: BARGAINING COUNCIL – CERTIFICATE OF COMPLIANCE AND LETTER OF GOOD STANDING

Where applicable, a Certificate of Compliance and letter of good standing issued by the relevant Bargaining Council shall be attached to this schedule. Each party to a Joint Venture or Consortium shall submit separate documents.

SIGNED BY TENDERER:.....

SCHEDULE 2N: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of ..... (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity .....

SCHEDULE 2O: PROOF OF CREDIT FACILITIES WITH SUPPLIERS/MANUFACTURERS

The tenderer should attach to this page proof that adequate credit facilities are available with manufacturers and/or suppliers for the purchasing of pipe materials listed in the Bill of Quantities.

SIGNED BY TENDERER:.....

SCHEDULE 2P: B-BBEE CERTIFICATE

The tenderer must attach to this page a **certified copy of their valid B-BBEE level of contribution certificate or affidavit** in respect of his/her company, close corporation, or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a certified copy of the valid B-BBEE Certificate or Affidavit for each of the joint venture partners.

SIGNED BY TENDERER:.....

SCHEDULE 2Q: MUNICIPAL ACCOUNT/LEASE AGREEMENT

The tenderer must attach to this page a copy of their municipal account or a valid lease agreement.

SIGNED BY TENDERER:.....

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

SCHEDULE 3B: OCCUPATIONAL HEALTH AND SAFETY PLAN

OCCUPATIONAL HEALTH AND SAFETY ACT (Act No 85 of 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 successful Tenderer shall prepare 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 Scope of Work when drawing up the Health and Safety Plan for the contract.

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

SIGNED BY TENDERER:.....

SCHEDULE 3C: FORM OF INDEMNITY

THE MUNICIPAL MANAGER, Theewaterskloof Municipality

INDEMNITY

Given by ..... (Name of Company)

of .....

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by .....

..... (Name of Representative) in his capacity as

..... Designation) of the Contractor is

duly authorised hereto by a resolution dated .....

To sign on behalf of the Contractor.

WHEREAS **THE CONTRACTOR** has entered into a Contract, dated.....with **THEEWATERSKLOOF MUNICIPALITY** (hereinafter called the Municipality), **WHO REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE CONTRACT: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER: PHASE 4B PORTION 1**

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

SIGNATURE:

.....

THUS DONE AND SIGNED for and on behalf on the Contractor.

At .....on this .....day of .....20..... in the presence of the subscribing witnesses.

AS WITNESSES:

1. ..... (Designation).....

2. ..... (Designation).....

SCHEDULE 3D: SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT
The service provider must source 100% unskilled labour from the benefitting community. Complete **Schedule 1K** in this regard. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them. The Service Provider must use industry related wage rates for the remuneration of unskilled labour employed on the contract
Subcontracting: If the Service Provider intends to make use of subcontractors: Only subcontractors local to Theewaterskloof Municipal area will be accepted. Refer to **Schedule 1G** in this regard. Should no subcontractors for any service required by the service provider be available within the municipal area, the service provider must provide proof of the unsuccessful search for such a subcontractor within the Theewaterskloof Municipal area.
All Construction Equipment that the contractor should lease MUST be from the local Theewaterskloof area as listed in Returnable **Schedule 1D**, for example, Front end loader/Digger, concrete mixer, compressor, etc. Construction Equipment not available from the Theewaterskloof area must be substantiated by proof of such.
Bedding and blanket sand must be sourced within the boundaries of the Municipality.
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED
Any additional information upon request must be submitted in writing within 48 hours of receipt.
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER
The service provider must provide the Municipality with a completed list of local labourers used with monthly claims. The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details: a. Salary / wages spent on local employees versus total wages / salary budget at site b. Number of local employees employed versus per total workforce at site c. Amount spent on local suppliers versus budgeted Any amendments to the list require prior approval from the Municipality. The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.
The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and monthly invoice. Any changes in sub-contractors requires prior approval from the Municipality.
Proof of payment to local sub-contractors, local suppliers and local labourers must be submitted by the Contractor.

If the tenderer fails to sign this schedule it will be interpreted that the tender does not comply with the special conditions of tender and will therefore be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH ALL THE SPECIAL CONDITIONS OF TENDER AS SET OUT ABOVE.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

Part C1: Agreements and Contract Data

Page

C1.1 Form of Offer and Acceptance 88
C1.2 Confirmation of Receipt 92
C1.3 Contract Data 93
C1.4 Form of Guarantee 100
C1.5 Adjudicator's Agreement 103
C1.6 Occupational Health and Safety Agreement 106
C1.7 Contract of Temporary Employment as Community Liaison Officer 110
C1.8 Insurance Broker's Warranty 112

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:

CONTRACT NO: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

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

Rand. .....

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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)

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 & Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 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 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 THEEWATERSKLOOF MUNICIPALITY
6 Plein Street
CALEDON
7230

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 authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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) .....

Name and signature of witness ..... Date .....

For the Employer:

Signature(s).....

Name(s) .....

Capacity .....

(Name and address of organization) .....

Name and signature of witness ..... Date .....

C1.2 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

C1.3 Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from 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 Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract 2015 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 is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13:

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

Clause 1.1.1.14:

The maximum time for achieving Practical Completion is 7 months, 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). Included in the contract duration must be a 6 week period to obtain wayleave approvals

.

Clause 1.1.1.15

The **Employer** is the THEEWATERSKLOOF MUNICIPALITY, represented by the Acting Director: Technical and Infrastructure Implementation Services and/or such person or persons duly authorised thereto by the Employer in writing.

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

Clause 1.1.1.16

The **Employer's Agent**, referred to in the documents, is the firm of Element Consulting Engineers (Pty) Ltd., acting through a director, an associate or an official authorised thereto in writing.

For the purposes of this tender the Employer's Agent will be the same person as the Engineer referred to in this document and in the SANS 1200.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Clause 1.1.1.28:

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 constraint relating to the manner in which the work is to be performed.

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 1.2.1.2:

The address of the Employer is:	THEEWATERSKLOOF MUNICIPALITY 6 Plein Street CALEDON 7230
The address of the Engineer is:	Neil Lyners and Associates (RF) (Pty) Ltd. South Gate Building, Ground Floor Carl Cronje Drive Tyger Waterfront 7530

Clause 3.2.3:

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

1. Clause 3.3.1 Nomination of Engineer's Representative
2. Clause 3.3.4 Engineer's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.2 Suspension of the Works by Engineer
5. Clause 5.12.1 Extension of
6. Clause 5.12.4 Acceleration instead of extension of time
7. Clause 6.3.1 Variations

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 (C1.6 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). 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 (C1.6 of the Contract Document)
6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

Clause 5.3.2:

The time to submit the documentation required (Clause 5.3.1 above) before commencement with Works execution is 14 days.

Clause 5.4.2:

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 5.4.3:

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

Clause 5.8.1:

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 breaks as recommended by the SAFCEC

Clause 5.12.2.2:

The Contractor shall make allowance for the average rainfall and windy conditions that may exist during the contract period. All necessary steps shall be taken to proceed with the Works despite inclement weather. The Contractor shall however record all rainy and windy periods, which adversely affect the Contract. The Contractor shall record the daily rainfall measurements read at Gauge 00218230 of Caledon, which is the official gauge. Extension of Time in terms of Clause 5.12 of the General and Special Conditions of Contract arising from abnormal climatic conditions shall be applied as follows:

Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time. The value of "n" for this Contract shall be based on the loss of 32 working days per annum due to inclement weather.

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
   i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
   ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.

iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.

iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 32 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

ANTICIPATED DAYS LOST DUE TO NORMAL CLIMATIC CONDITIONS

Month	"n" Working days	Month	"n" Working days
January	2	July	4
February	2	August	3
March	3	September	3
April	4	October	3
May	4	November	2
June	4	December	2

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

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

Clause 5.13.1:

The penalty for failing to complete the Works is **R5,000.00** per calendar day.

Clause 5.14.5.1:

Amend Clause 5.14.5.1 as follows:

In the second line, substitute the word 'Guarantor' *with* 'Contractor'.

Clause 5.16.3:

The latent defects period is **10** (ten) years commencing from the day after the issuing of the Certificate of Completion.

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 C1.4.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

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

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

Clause 6.4.2:

Delete Clause 6.4.2 in its entirety and replace with the following:

The Employer reserves the right to increase or decrease the scope of work with a maximum of 20%, in other words, increasing or decreasing the Bill of Quantities. In terms of Clause 6.4.2 the Contractor therefore waives his right to raise a dissatisfaction claim in terms of Clause 10.2 if the variation is within the limits of 20%.

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.

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 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:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Municipal Supplier Management Office.

In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the original certificate.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of GCC 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 **R0,00 (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 **R100,000.00 (One Hundred Thousand Rand).**

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R20 000 000.00 for any single claim** – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

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

a) Insurance of Construction 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 affected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.8 Insurance Broker's Warranty.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.8:

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

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

Clause 10.5.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after Clause 10

Clause 11: Details to be confidential

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

Clause 12: Fines

The Contractor will be subject to fines as set out in the Environmental Management Specification (Part C6) and the Construction Health and Safety Specification (Part C5) and the Project Specifications (C3.4 Construction: Project Specifications, Portion 2: Variations and Additions to the Standard Specifications).

Part 2: Data provided by the Contractor

Clause 1.1.8:

The name of the Contractor is .....

Clause 1.2.2:

The address of the Contractor is

Physical Address:	.....	Postal Address:	.....
	.....		.....
	.....		.....
	.....		.....
Telephone:	.....	Fax:	.....
e-mail :	.....		

SIGNED BY TENDERER: .....

C1.4 Form of Guarantee

Contract No: .....

WHEREAS **the THEEWATERSKLOOF MUNICIPALITY,**
(hereinafter referred to as the Employer") entered into, a Contract with:

.....

(hereinafter called "the Contactor") on the ..... day of ..... 20.....

for .....

.....

at ..... *(indicate site location)*

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand .....
..... (in words); R .....(in figures)

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

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

.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20.....

Signature:.....

Duly authorized to sign on behalf of: .....

Address: .....

.....

.....

As witnesses:

1. .....

2. .....

Guarantor's seal or stamp

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 25th January 2015) 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.
Investec Bank Ltd.
Land & Agricultural Bank of SA
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank : Johannesburg
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

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

C1.5 Adjudicator's Agreement

This Agreement is entered into between:

Adjudication Board Member:

Name:.....

Physical address: .....
.....
.....

Postal address: .....
.....
.....

E-mail address: .....
Fax Number: .....
Telephone Number: .....
Mobile Number: .....

Contractor:

Name:.....

Physical address: .....
.....
.....

Postal address: .....
.....
.....

E-mail address: .....
Fax Number: .....
Telephone Number: .....
Mobile Number: .....

Employer:

Name:.....

Physical address: .....
.....
.....

Postal address: .....
.....
.....

E-mail address: .....
Fax Number: .....
Telephone Number: .....
Mobile Number: .....

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

The Parties entered into a Contract for **CONTRACT: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER: PHASE 4B: PORTION 1**, which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to ad-hoc adjudication.

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.

2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.

3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.

5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.

7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:

7.1 A monthly retainer – value and duration to be confirmed, and/or

7.2 A daily fee – value and number of hours to be confirmed, and/or

7.3 An hourly fee – value to be confirmed, and/or

7.4 A non-recurrent appointment fee (value to be confirmed) which shall be accounted for in the final sums payable.

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

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by

Contractor's signature: .....

Contractor's name: .....

Place: .....

Date: .....

Employer's signature: .....

Employer's name: .....

Place: .....

Date: .....

Adjudication Board Member's signature: .....

Adjudication Board Member's name: .....

Place: .....

Date: .....

C1.6 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF 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 there under.

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.: .....

Please attach a certified copy of the COID Act certificate to this schedule.

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 sub-Contractors 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 at ..... on the ..... day of ..... 20.....

.....
Witness

.....
Mandatory

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

.....
Witness

.....
for and on behalf of Theewaterskloof 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 aspects pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarizes 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.

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (2) and INDEMNITY FORM
OCCUPATIONAL HEALTH AND SAFETY ACT 1994 (Act No 85 of 1993)

TO BE COMPLETED AND SIGNED BY ALL MANDATORIES

NOTE: Section 1 (1)(XXVIII) of the Act defines a "mandatory" as including an Agent, a Contractor or a Sub-Contractor.

AGREEMENT MADE AND ENTERED INTO BETWEEN THEEWATERSKLOOF MUNICIPALITY

(Hereinafter referred to as the "PRINCIPAL")
and

.....

Herein represented and duly authorised by its director/official (hereinafter referred to as the **MANDATORY**")

WHEREAS the Occupational Health and Safety Act No 85 of 1993, as amended, (hereinafter called the "**ACT**") provides that the principal shall be accountable for the compliance and application of the provisions of the ACT and more specifically Section 37(2) of the Act, with regard to the execution of work of whatever nature by private independent Contractor specifically engaged by the PRINCIPAL for the purpose;

AND WHEREAS the Contractor, so engaged. (Hereinafter called the "MANDATORY") is statutory compelled in its/his own right as Employer, to comply with the obligations prescribed by section 37(2) and other provisions of the ACT applicable to his/her employees;

AND WHEREAS the PRINCIPAL, has in fact engaged the services of the MANDATORY on account of the fact that the PRINCIPAL is not in the position to execute the work departmentally resulting in the MANDATORY's presence on site for the specific purpose of executing the work by means of his own employees and is bound therefore, to adhere to the obligations and provisions of Section 37(2) of the ACT;

AND NOW THEREFORE, the PRINCIPAL and the MANDATORY hereby agree as follows:

1. The MANDATORY hereby unconditionally accepts the responsibility and accountability for the relevant work or contract in accordance with the provisions of Section 37(2) of the ACT.

2. The MANDATORY undertakes to take due care that all machines, equipment and implements are in approved good order and state of repair and shall be utilised by any employee in its/his employ in a manner which fully complies with any and all relevant provisions of the ACT.

3. The MANDATORY hereby unconditionally grants the PRINCIPAL indemnity against any and all claims and steps that may be instituted against the PRINCIPAL on account of non- compliance with the provisions of Section 37(2) of the ACT and any other relevant provision thereof.

4. The MANDATORY, without encroaching upon the indemnity granted to the PRINCIPAL as per paragraph 3 hereof undertakes to inform the PRINCIPAL summarily should the MANDATORY at any time during the execution of the specific contract, for whatever reason find that he cannot comply with the provision of the ACT and afore-mentioned indemnity given to the PRINCIPAL or its/his inability to perform as per the Agreement or that compliance be detrimentally affected for whatever reason. In such an event the MANDATORY shall liaise with the PRINCIPAL, who however, reserves the right not to release the MANDATORY from the provisions of the Agreement between parties and the indemnity herein referred to unless otherwise agreed upon.

5. The MANDATORY hereby certifies that it/he has taken note of the addendums to this Agreement and unconditionally undertakes to comply with the provisions thereof, failing which it/he shall be fully liable for all consequential legal proceedings that may be instituted and indemnifies the PRINCIPAL against any action arising out of non-compliance with Section 37(2) of the ACT.

6. The MANDATORY's sole responsibility in terms of this agreement terminates when the PRINCIPAL releases the MANDATORY from his obligations under the contract.

7. The MANDATORY undertakes to indemnify the PRINCIPAL in the same manner herein provided for, against any claims instituted on account of non-compliance in terms of the ACT against subcontractors employed by the MANDATORY.

8. Appoint Mr/Mrs ..... as our representative and the responsible person on site for the duration of my/our work on the premises of Theewaterskloof Municipality in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.

9. Registration number with Compensation Commissioner: .....

THUS DONE AND SIGNED at ..... on this ..... day of ..... 20....

AS WITNESSES:

1. .....

2. .....

.....
PRINCIPAL
for and on behalf of Theewaterskloof Municipality

THUS DONE AND SIGNED at ..... on this ..... day of ..... 20....

AS WITNESSES:

1. .....

2. .....

.....
MANDATORY
Contractor

C1.7 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: .....

PROJECT:

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

1. **THE PARTIES HAVE AGREED THAT**

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

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

a) to keep the community informed on the progress of the project;
b) to keep the Contractor informed on relevant Community affairs and possible grievances;
c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
d) to assist the Contractor's supervisory staff in the management of the workers.

3. **THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R400.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- 9¼ hours per day
- 45 hours per week;
- 5 days per week;
- 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

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

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

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

- undisciplined or unruly behaviour;
- insubordination to Team Leader, Supervisors or Management;
- abuse of intoxicating substances;
- criminal actions by the employee;
- strike action or political stay-aways.

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

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

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

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

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

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

- the name of the Contractor;
- the CLO's name;
- the number of days worked by the CLO;
- the rate per day;
- the details of any deductions made;
- the actual amount paid to the CLO.

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

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

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

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

4. **TERMINATION OF AGREEMENT**

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

5. **THE CONDITIONS OF THIS AGREEMENT**

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

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

Contractor:.....

Community Liaison officer:.....

Date: .....

C1.8 Insurance Broker's Warranty

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date _____

Theewaterskloof Municipality
Municipal Manager
PO Box 24
Caledon
7230

Dear Sir

CONTRACT NO.: **ENG 11/2023/24**

CONTRACT TITLE: **CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1**

NAME OF CONTRACTOR:_____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

Pages

C2.1 PRICING INSTRUCTIONS 114

C2.2 BILLS OF QUANTITIES 115

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, general. The SABS also indicate SANS.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m^2	=	square metre	No.	=	number
m^2.pass	=	square metre-pass	Sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m^3	=	cubic metre	MN.m	=	MegaNewton-metre
m^3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Qty	=	Quantity			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required 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. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these 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. 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 for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bills 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 Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in Bills 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.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

C2.2 Bills of Quantities

CONTENTS **PAGE**

SCHEDULE A: PRELIMINARY AND GENERAL 116
SCHEDULE B: SITE CLEARANCE 118
SCHEDULE C: SEWERS 119
SCHEDULE D: GABIONS AND PITCHING 123
SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY 124
SCHEDULE F: PIPE JACKING (RAILWAY) 126
SUMMARY OF SECTIONS **127**

SUMMARY OF SECTIONS

ITEM	DESCRIPTION	AMOUNT
SCHEDULE A	PRELIMINARY AND GENERAL	R
SCHEDULE B	SITE CLEARANCE	R
SCHEDULE C	SEWERS	R
SCHEDULE D	GABIONS AND PITCHING	R
SCHEDULE E	HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)	R
SCHEDULE F	PIPE JACKING (RAILWAY)	R
	Sub-Total of Sections Contingencies: Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.	R
	TOTAL INCLUDING CONTINGENCIES	R
	ALLOW 15% FOR VALUE ADDED TAX	R
TOTAL CARRIED FORWARD PART C1.1 FORM OF OFFER AND ACCEPTANCE		**R**

DECLARATION (In respect of completeness of Tender)

THEEWATERSKLOOF MUNICIPALITY
P O Box 24
CALEDON
7230

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing **13 (including the summary pages)** pages in consecutive order upon which my/our tender for the **TENDER NO.: ENG 09/2023/2024: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1,** has been based.

.....
SIGNATURE OF TENDERER/S

.....
DATE

PART C3: SCOPE OF WORK

C 3.1.1 Employer's Objectives

The work to be carried out under this contract entails the construction of the following:

- Excavations for pipe trenches.
- Bulk sewer gravity mains.
- Construction of sewer manholes.
- Re-instatement of road layer works.
- Pipejacking and works within an existing graveyard.
- Pipejacking under the existing railway.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bills of Quantities.

C 3.1.2 Overview of The Works

The work to be carried out forms part of the phased upgrade of the bulk sewer between Caledon and Myddleton. This portion of work will form Portion 1 of the larger Phase 4B and will follow a route from an existing manhole in Cemetery Road, near Caledon Traffic Department, up to Chavonne Street. An existing graveyard and a railway line will have to be crossed by means of trenchless construction methods.

C 3.1.3 Scope of Works

The work to be carried out under this contract consists mainly of the following:

(a) Construction of approximately 20m of 250mm diameter Class 34 PVCU pipe, 16m of 400mm diameter Class SN 5000 PN6 GRP pipe and 490m of 500mm diameter Class SN 5000 PN6 GRP pipe.
(b) Installation of precast concrete manholes.
(c) Crossing an existing graveyard, within an existing road servitude, with the new pipe by means of trenchless construction methods
(d) Crossing an existing railway line by means of trenchless construction methods.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the contractor under this contract. Approximate quantities of each type of work are given in the schedule of quantities.

C 3.1.4 Description of Site and Conditions

A geotechnical investigation was carried out by SRK Consultants on the route of the pipelines. The geotechnical report on the investigation is included in Part C3.6 of the Contract. Although the information given is accurate and representative of the conditions at test hole locations, there is no guarantee that such information is representative of the entire area since local variations may occur between test hole locations. The information is thus given in good faith and does not relieve the Contractor of his responsibility in terms of the General Conditions of Contract and the specifications.

C 3.1.5 Site Access

The site can be accessed via Cemetery Road on the western side of the construction area as well as Chavonnes Street on the eastern side of the construction area.

The operation of construction vehicles on existing roads or streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction sites, borrow-areas or to the spoil sites, except for payment made under payment item 8.3.2.2 of SANS 1200 A.

The Contractor shall clear any spillage caused by his activities on or near any roads, by whatever means necessary, within 24 hours after such spillage has occurred. No additional payment will be made for the clearance of spillage and all related costs will be deemed to be covered under the relevant items.

C 3.1.6 Temporary Works

The contractor shall be responsible for designing and providing any temporary works required. Such works and the positioning thereof are to be approved by the Engineer before erection and operation on site. Such temporary works shall be removed upon completion of the Works and the site of such temporary works re-instated to a condition acceptable to the Environmental requirements.

C3.2.1 Design

a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.

b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The design responsibility per stage is summarized as follows:

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

Amendments to the design, if necessary, will be issued during the construction phase.

C 3.2.2 Employer's Design

All work in this contract has been designed and is specified in the document. Some provisional sums have been allowed for, of which the works will be designed and quantities together with drawings will be provided to the successful tenderer.

C 3.2.3 Contractor's Design

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

The design of the temporary works shall be carried out in accordance with all relevant standards and codes of practice, with particular emphasis on the requirements of the OHS Act.

These drawings will have to be submitted for approval to the relevant authorities (Employer / Employer's Agent / H&S Agent/Local Authority) prior to commencement of the Works.

C 3.2.4 Drawings

Reduced drawings form part of the tender documents and shall be used for tender purposes only.

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

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

All information in possession of the Contractor, required by the Employer's Agent to verify the as-built/record drawings, must be submitted to the Employer's Agent before a Certificate of Practical Completion will be issued.

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

The following drawings are applicable to this contract and will form part of the contract documents.

Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Employer or the Employer's Agent on the commencement date and from time to time as required.

DRAWING NUMBER	DRAWING TITLE
20174-C-001-01	Existing Services and Contours
20174-C-001-02	Existing Services and Contours
20174-C-001-03	Existing Services and Contours
20174-C-003-01	Foul Sewer
20174-C-003-02	Foul Sewer
20174-C-003-03	Foul Sewer
20174-C-003-10	Foul Sewer Layout
20174-C-003-201	Trenchless Pipe Crossings
20174-C-003-202	Details: Sewer Manhole 0-1.7m deep
20174-C-003-203	Details: Sewer Manhole 1.7-2m deep
20174-C-003-204	Details: Sewer Manhole 1.7-4m deep

C3.3.1 Preferential Procurement

Tenders will be evaluated in terms of the criteria and selected method included in Part T1.2 : Tender Data.

C3.3.2 Subcontractors

The Contractor shall not subcontract more than 25% of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Contractor, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer's Agent that they have the capability and ability to execute the subcontract works.
Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed/supplied by sub-contractors/suppliers then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

- Where monetary allowances for provisional sums or prime cost items allowed and the monetary allowance is less than R 300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer's Agent, for the required work or items.

- Where these monetary allowances exceed R 300 000 an open tender process will have to be followed in respect of a subcontractor for this work, unless otherwise advised and approved by the Employer. In such cases where a tender process is to be followed, the tender will be issued by the Employer's Agent on behalf of the Contractor.

The quotes shall include full technical descriptions as well as a breakdown of prices, which shall be submitted to the Engineer for approval.
The evaluation of the quotation received must include a preference points system as described in C3.11 of the Tender Data

C3.3.3 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

C3.4.1 Works Specifications

All existing standards are being re-designated as South African National Standards (SANS). This will eventually result in some numbering changes to the existing standards.

The work specifications comprise some portions of the SANS 1200 Standardized Specifications for civil engineering together with project specific specifications. The Contractor must obtain his own copy of the SANS 1200 Standardised Specifications. The project specific specifications are bound in this document.

The specifications are included in Section C3.6

C3.4.2 Site Establishment

Services and facilities provided by the Employer

C3.4.2.1 Area for Contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Employer's Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Employer's Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

3.4.2.2 Spoil Site

No designated area within the construction site boundary has been allowed for the Spoil Site, for disposal of spoil material from bulk and necessary excavations as indicated in the bill or as shown on the drawings.

C3.4.3 Site Establishment

C3.4.3.1 Facilities to be provided by the Contractor

(i) Facilities for the Employer's Agent

No separate office for the Employer's Agent Representative is required but the contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use by the Employer's Agent Representative. The Employer's Agent Representative shall also be allowed the free use of the contractor's facilities.

The Employer's Agent Representative shall also be allowed the free use of the necessary survey equipment and survey assistants to enable him to carry out control work as and when required.

A triplicate book to be used for site instructions must be provided by the contractor and shall at all times be kept on the site.

(ii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of fifteen (15) persons at site meetings. This is to include a large boardroom table with chairs, capable of seating these persons at site meetings. The table is to be large enough to accommodate these persons and also to display A1 sized drawings. In addition, one tea set comprising fifteen cups and saucers, fifteen teaspoons, two teapots, one sugar bowl and one milk jug shall be provided for use at these site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iii) Contract nameboards

The Contractor shall provide, erect and maintain two (2) contract nameboards at such positions and locations directed by the Engineer, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the Consulting Engineers South Africa of, with regard to size, painting, decorating and detail, and the requirements described hereunder. A typical detail drawing will be provided.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 109.

The Contractor shall before ordering or manufacturing any such contract nameboards, obtain the Employer's Agent written approval in respect of all names and wording to appear on the contract nameboards.

The Contractor shall keep the contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(iv) Telephone facilities

The Contractor shall, for the duration of the Contract, provide the following telephone facilities as specified hereunder, for the exclusive use of the Engineer and his staff:

Cellular Telephones

The Contractor shall provide one cellular telephone and associated service contracts from a reputable cellular service provider. The Contractor shall further insure the cellular phones against loss or damage from whatever cause arising, and shall ensure that all cellular phone accounts are promptly paid on the dates of payment. The Contractor shall further, at its own cost, ensure the prompt repair of all cellular phones provided under this clause, when reasonably required by the Employer's Agent.

The Contractor shall, on submission and approval of an itemized statement by the Employer's Agent, be reimbursed only the cost of the Employer's Agent's cellular telephone calls.

(v) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(vi) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.
The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

All water usage must be metered and reported at site meetings. The water supply is not guaranteed and no claims regarding insufficient supply of water will be considered. The contractor shall be held liable for any wastage of water due to negligence. Water usage will be charged for at the standard applicable tariff.

(vii) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(viii) Provision of Services, Metering and Reporting of Consumption

No separate payment will be made for the distribution and consumption of water and electricity, the cost of which will be deemed to be included in the tendered rates.

The Contractor must promptly provide the required services for the Employer's Agent not later than 21 days after the commencement date of the contract. In failing to do so, the Employer's Agent may arrange for these services directly. The cost of arranging, maintaining and providing of such facilities arranged by the Employer's Agent due to failure by the Contractor will be deducted from payments due to the Contractor.

The contractor shall pay a spot fine of R750 per service per occasion for failing to meter electricity and water consumption. The spot fine will be enforced by the Employer's Agent and will be deducted from payments due to the contractor. The fine is payable whether the contractor is obliged to pay for services or not.

(ix) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.4 Permits and Wayleaves

The Contractor shall be responsible for obtaining and renewing all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.4.5 Site Maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

Public roads affected by construction activities, shall be cleaned on a daily basis by means of suitable and appropriate techniques and equipment. Due care and preventative measures must be taken by the Contractor to prevent material falling or accumulating on roads and any ingress of materials into the storm water system. No additional payment will be made for maintaining the roads and storm water system in a clean and acceptable condition. The Contractor shall be held liable for any costs incurred resulting from the Contractor not complying with this requirement and such costs shall be deducted from payments due to the Contractor.

C3.4.6 Contractor to Engage Services of an Independent Laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which tests are specified in, or reasonably to be inferred from the Contract, as to be taken into consideration by the Employer's Agent in deciding on whether the quality of materials utilised and workmanship

achieved by the Contractor complies with the requirements of the specifications. The foregoing shall apply irrespective of whether the said testing is indicated in the specifications as to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified and arranging the test results in an orderly manner and indicating on a drawing the various test positions. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in Sub-clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

C3.4.7 Additional testing required by the Employer's Agent

In addition to the provisions of Sub-clause C3.4.6, the Employer's Agent shall be entitled at times during the Contract, to require that the Contractor arrange with the independent laboratory, to carry out any such tests, additional to those described in Sub-clause C3.4.6, at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay, arrange with the independent laboratory for the carrying out of all such additional testing as required by the Employer's Agent and copies of the test results shall be promptly provided to the Employer's Agent in an acceptable format and the test positions shall be indicated by the Contractor on a drawing.

C3.4.8 Cost of Testing and record keeping

The Contractor shall record all test results in tabular form in Excel which shall include a unique reference number, description of test, requirements/specified minimum, actual test result, date of test, position of test and Fail/Pass. Should a test indicate a failure the table shall include a reference to a further test of the rework indicating an acceptable test result (Pass).

The Contractor shall in addition on a continuous basis update a separate set of as built drawing(s) with all the test results. An updated table and drawing must be submitted the Employer's Agent on a monthly basis for approval. All actual test results shall also be submitted to the Employer's Agent (apart from the copy forwarded on receipt from the laboratory) with the unique reference number marked on the top right corner.

(a) Tests in Terms of Sub-clause C3.4.6

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Sub-clause C3.4.6 above shall be born by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of Sub-clause C3.4.6.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

Should the Contractor fail to timeously arrange or undertake the required test or fail to timeously present the test results and drawing with test positions, the Employer's Agent may proceed with arranging the testing and all costs related to the arrangement of the tests, the cost of testing and any other associated costs will be deducted from payments due to the Contractor.

(b) Additional Tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of Sub-clause C3.4.7 shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.9 Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising out of the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer's Agent will not become involved.

C3.4.10 Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

(a) these services actually are in the approximate positions indicated.
(b) that these are the only services in the vicinity, and
(c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Employer's Agent before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Employer's Agent and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

C3.4.11 Access to And Construction in Restricted Areas

Working space and access to working areas are sometimes restricted. The construction method used in these restricted areas and accessing these areas largely depends on the Contractor's Equipment. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while accessing and working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

C3.4.12 Drawings

The reduced drawings that form part of the tender documents shall be used for tender purposes only.

The Contractor will be supplied with 3 sets of paper prints to scale of each of the drawings required for construction purposes. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

C3.4.12.1 *Figured dimensions to be used*

The Contractor shall use only the dimensions stated in figures on the drawings in setting out the Works and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of clause 5.9 of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

C3.4.12.2 *Drawings and As-Built / Record Drawings*

The Contractor shall ensure that accurate as-built records and drawings are kept of all infrastructure installed, crossed, discovered or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Levels of all services shall also be given. In addition the levels, coordinates, direction, size and type of existing services crossed or exposed must be recorded by the Contractor and be indicated on the as-built drawings. A marked-up set of drawings shall also be kept and updated by the Contractor on at least a weekly basis. This information shall be supplied to the Employer's Agent Representative on a regular basis in accordance with the Employer's Agent's requirements. Electrical services shall be indicated in red, water pipes in blue, sewers in green, storm water services in brown, Telkom services in orange, etc.

Any information in the possession of the Contractor, which the Employer's Agent requires to complete the record drawings shall be supplied to the Employer's Agent Representative before a Certificate of Practical Completion will be issued.

Should the Contractor fail to provide the information timeously, the Employer's Agent may arrange for additional surveys, exploratory holes, marking up of drawings, etc. to obtain and record the necessary information. All costs to obtain and record the information will be deducted from payments due to the Contractor.

C3.4.13 Information Supplied by The Employer

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

C3.4.14 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus material shall be spoiled at a site provided by the contractor, unless specifically scheduled otherwise in the schedule of quantities.

C3.4.15 Non-Working Days

The contractor shall not work on Sundays or on the following statutory Public Holidays : New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's' Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

C3.4.16 Samples

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Employer's Agent reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

C3.4.17 Manufacturer's Instructions

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Employer's Agent.

C3.4.18 Proprietary Materials

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Agent.

C3.4.19 Notices, Signs, Barricades and Advertisements

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Employer's Agent, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

C3.4.20 Setting Out of Work

Reference and level beacons will be shown to the Contractor by the Employer's Agent at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Employer's Agent. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.
The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Employer's Agent shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Employer's Agent. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Employer's Agent. Accurate control off-line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Employer's Agent and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Employer's Agent for this survey work. Any assistance, including checking given to the Contractor by the Employer's Agent or any setting out done by the Employer's Agent for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Employer's Agent. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Employer's Agent and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Employer's Agent. The Employer's Agent shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

The contractor must verify with the Employer's Agent prior to construction whether the coordinates shown on the drawings have reference to the Clarke 1880 or WGS 84 system.

C3.4.21 Control of Noise and Dust

All noise and dust to be kept to the lowest level possible.

C3.4.22 Source of Construction Material

The location and procurement of all imported material will be the responsibility of the Contractor. Rates tendered for all imported material shall include haulage. All manufactured materials shall carry the SABS mark.

C3.4.23 Freehaul

All tendered rates shall allow for all transport costs. The free haul distance for the purpose of this Contract will be unlimited unless otherwise indicated in the schedule of quantities.

C3.4.24 Drainage of Excavations and Trenches and Planning of Such Activities

The Contractor is responsible for the drainage of excavations and trenches and shall therefore provide, work and maintain the pumps and other plant required for this purpose. Drainage of trenches and excavations will not be measured and paid for separately and the cost thereof will be deemed to be covered by the prices tendered and paid for the various items of work included under this contract.

During the wet winter months, the extent of open trenches shall be limited to reduce the risk of any delays. The Contractor shall be responsible for planning the work accordingly.

The Contractor shall amend his preferred working method by for example opening up and immediately closing up of trenches once the short section of pipe is laid to prevent any material from becoming unsuitable or saturated.

Indiscriminate working methods, lack of proper planning and protection of the works during the winter months

resulting in a delay shall not be considered a circumstance, event or act on which a claim may be based and such claim shall not be payable by the Employer.

No additional payment will be made for altering the working method.

C3.4.25 Safety of Trenches

The strutting and shoring of excavated faces, if necessary, will be the responsibility of the Contractor and will not be measured and paid for separately. The Contractor, however, will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers and to prevent delays caused by slope failures.

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

(a) prevent damage occurring to the trenches or any other part of the Works;

(b) prevent damage to or physical loss of the property of any person;

(c) eliminate the risk of injury to any person;

during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent re-opening of the trenches after the holiday period shall be for the Contractor's account.

C3.4.26 Transport of Material

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

C3.4.27 Security Control

The Contractor will be responsible for the safety and security of his personnel and the site in general all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment. The safeguarding of excavations in particular shall be a priority.

The Contractor shall provide security watchmen for this contract, as he deems fit at no extra cost for the Employer.

C3.4.28 Testing of Water Pipes or Sewers

The Contractor shall carry out all control testing of materials and workmanship. The Employer's Agent must be notified well in advance of all final tests to be undertaken. No portion of pipe may be finally covered before the proper prescribed tests have been done and approved in writing by the Employer's Agent.

All test results must be tabulated and test sections described properly by the Contractor and must be submitted timeously by the Contractor. All tests positions and pipe sections tested shall be indicated on a drawing provided by the Contractor.

C3.4.29 Materials Off Site

Should the Contractor claim payment of a portion of the value of some or all of the pipes, valves or any other material held in off-site stores the items concerned must be clearly marked as the property of the Employer. A certificate to this effect and confirmation that the relevant items have been paid for shall accompany his claim detailing the items and serial numbers as well as the street address of the store where the plant and equipment have been insured in terms of the general Conditions of Contract. The Contractor shall in writing provide documentary proof from the insurance company that these items are fully covered by the insurance policy concerned while the plant and equipment are stored away from the Site (street address of store to be stated).

C3.4.30 Photographs

The Employer, Employer's Agent and any of their agents shall at all times be allowed to photograph or film (video) any activities on site and the use of such shall be unlimited.

C3.4.31 Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4(b) of SANS 1200 D. This item

applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of burrow pits shall be adhered to.

C3.4.32 Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.33 Plant and Materials

C3.4.33.1 *Plant and materials supplied by the Employer*

The Employer shall not supply any plant or materials.

C3.4.33.2 *Materials, samples and shop drawings*

(a) Samples

Materials or work which does not conform to the approved samples submitted in terms of Subclause 7.4.1 of the Conditions of Contract will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

C3.4.34 Construction Equipment

C3.4.34.1 *Requirements for equipment*

The Contractor shall supply all the plant and equipment required and all plant and equipment shall comply with the requirements as stipulated in the Environmental and Occupational Health and Safety Act and the Construction Regulation Act (2003).

C3.4.34.2 *Equipment provided by the Employer*

The Employer shall supply no plant, material or equipment.

C3.4.35 Site Usage and Demarcated Working Areas

Access to demarcated working areas shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to these areas and shall inform the Employer's Agent of any breach of such rules. The site shall be managed and used for its intended purpose.

C3.4.37 Construction Restrictions, Demolition and Diversion Works

As part of the civil construction process, the Contract will be subject to construction restrictions. The aforementioned will need to be considered for programming and planning requirements as stipulated.

The following restrictions will impact the construction process and the Contractor's proposed programme:

C3.4.38 Access to Properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Contractor shall provide access to the public and to the property owners and maintain the necessary access for the duration of the contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employer's Agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. The Employer's Agent shall be informed of such arrangements prior to implementation and it shall be subject to the approval by the Employer's Agent. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

Note : No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

The arrangements made between the affected parties and the Contractor shall be confirmed in writing by the Contractor and submitted to the Employer's Agent for written approval by the Employer's Agent.

C3.4.39 Contractor's Vehicles

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licenses.

C3.4.40 Employment of Local Labour

It is the intention that the project, of which this contract is a part, should make the maximum possible use of the local labour force which is at present under employed.

To this end the contractor is expected to limit non-local employees to key personnel only and to employ local labour on this contract.

The contractor shall fill in **Schedule 1L**: Schedule of Estimated Local Labour to be Employed on the Contract and state how many non-local key personnel he intends to employ in the various categories. The tenderer must also state on this form the number of local labourers he intends employing for this contract.

The numbers stated in the above-mentioned data sheet will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the employer.

The workforce utilized on the contract is to comprise only of local workers within the area of the jurisdiction of the client i.e. within municipal boundaries. The Employer's Agent may, at his discretion, upon receipt of a written and fully motivated application from the contractor and where he deems the circumstances so warrant, authorize in writing that non-local temporary works, not being his Key Personnel, be included in the workforce.

The contractor shall pay to all temporary workers engaged in terms of this clause, not less than the minimum rate of remuneration as specified in the Appendix to Tender.

The contractor must provide records of all labour employed including name, surname and ID number, differentiating between male, female, local or non-local key personnel, youth and handicapped on a monthly basis. This record must also indicate the total number of man-hours and total remuneration of labour. Monthly payment certificates will only be processed if they are accompanied by the completed reports.

All costs, relating to identification, acquisition, allocation, training, relieving labour of their duties, problem-solving and attending to any other matters in order that the employment of local labour proceeds smoothly, shall be included in the relevant rates.

C3.4.41 Community Liaison and Community Relations

In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all time use his best endeavors to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the Employer's Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Employer's Agent. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the contractor shall not give effect there-to without a prior written instruction from the Employer's Agent. Where the contractor is of the opinion that any instruction of the Employer's Agent issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rated and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 10.1 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10.1.1.1 shall be reduced to five (5) normal working days in respect of all claims submitted in terms of this clause.

C3.5.1 Construction Programme and Planning

C3.5.1.1 *Programme*

The Contractor shall submit his programme of work to the Employer's Agent not later than 14 days after the Contractor has been notified of the acceptance of his tender and only after discussions with the Employer's Agent. The Contractor shall furthermore carefully consider the expected wet weather conditions during winter and plan the work and working methods to limit any possible standing time or delay. The Due Completion date and any "float" must be indicated by the Contractor on the programme. Should the Due Completion date not be indicated, the Due Completion date, in the opinion of the Employer's Agent, shall be accepted as correct and binding. If necessary, the Employer's Agent may instruct the Contractor to adjust his programme to suit other activities.

The Contractor shall deliver the programme to the Employer's Agent's offices and shall include :

- 2 colour paper copies
- In electronic MS Project format.

The programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities and value of work to be performed each week.

If, during the progress of the work, the quantities of work performed per week fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of being notified by the Employer's Agent, submit a revised programme.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 1.1.1.14 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and equipment on site, or using the available labour and equipment in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as provided in clause 9.2 of the General Conditions of Contract.

The approval by the Employer's Agent of any programme shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the contractor to vary the programme should circumstances make this necessary. The Contractor is also referred to clause PS 8 when drawing up his programme.

The tenderer must make provision in his programme and tendered rates for the following constraints in working hours and working methods: (This list is not exhaustive and it is accepted that all other constraints were identified by the Contractor during the site inspection)

- All wayleaves must be obtained prior to construction.

The Contractor must submit on a monthly basis a progress report consisting of a short report on the progress, project constraint implications (Time, cost, quality, risks, resources) and progress shall be indicated on the approved programme for each activity.

The progress report must be submitted 2 Days before site meetings and must accompany payment certificates to ensure the processing of payment.

C3.5.1.2 *General Allowances*

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

(a) expected weather conditions and their effects,

(b) known physical conditions or artificial obstructions,

(c) searching for, dealing with and carrying out alterations to the existing services,

(d) the accommodation of public access and traffic,

(e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2003 of the Occupational Health and Safety Act, and

(f) the design, testing and approval of the concrete mixes.

C3.5.1.3 *Reporting Requirements*

The Contractor shall promptly submit the schedules and reports at Contract stage as requested by Employer's Agent. Updated reports must be submitted to the Employer's Agent two days before site meetings. Should the Contractor fail to provide the necessary documentation, the Employer's Agent may proceed to compile such documentation which costs will be deducted from payments due to the contractor. The report shall include the following:

- Bar chart or sloping bar chart schedule showing staff requirements by time interval and reflecting work planned by time interval.
- A monthly report showing planned progress versus actual progress giving details of how the Work will be completed in relation to the schedule.
- Daily major construction equipment report
- Daily staff report by crafts
- Procurement schedule for the procurement and receipt of materials, equipment and subcontract services by Contract and a monthly status report of all such materials and equipment
- MIG forms (approximately 5 pages) including employment details, expenditure and programme.

C3.5.2 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 2003 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003) as amended.

The Contractor is referred to Part T1.2 Tender Data and the Health and Safety Specification (see Part C3.5.8 and PHS Particular Specification: Occupational Health and Safety) in this regard.

C3.5.3 Unauthorized Persons

The Contractor shall keep unauthorized persons from the Works at all times.

C3.5.4 Management Meetings

C3.5.4.1 *Technical Meetings*

Technical meetings shall be held on an ad-hoc basis as required either by the Employer's Agent or the Contractor.

The Contractor shall arrange for the Contract Manager and the Construction Manager to attend these meetings and all Site meetings.

C3.5.4.2 *Site Meetings*

Site meetings shall be held monthly.

C3.5.4.3 *Health and Safety Meetings*

Health and Safety Meetings shall be held monthly.

C3.5.5 Monthly Statements, Payment Certificates and Electronic Payments

The Contractor shall provide his banking details to enable electronic payments to be made for all payment certificates.

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at its own cost, strictly in accordance with the standard payment certificate format prescribed by the Employer's Agent in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit TWO (2) A4 sized paper copies of the statement. The Contractor must submit the payment certificate in Excel or Bill format as instructed by the Employer's Agent. All supporting calculations of each quantity must be submitted with each payment certificate, sufficiently broken down into various portions of the work to enable the Employer's Agent to verify the quantities.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at its own cost, for making such adjustments to its statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at its own cost, make the said adjustments to the statement and return to the Employer's

Agent within THREE (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments which requires, FIVE (5) sets of A4-sized paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed in terms of Sub-clause 6.10.4 of the Conditions of Contract to the Employer's Agent for submission to the Employer and the Contractor of the signed payment certificate and to the period in which the Employer is required to make payment to the Contractor.

C3.5.6 Key Personnel

The Contractor shall provide a schedule of key personnel, with contact particulars and experience.

C3.5.7 Health and Safety

C3.5.7.1 *Health and safety requirements and procedures*

a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.

(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.

(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.

(vi) The Contractor shall furthermore, in compliance with Construction Regulations 2003 (Government Gazette 37305 and Regulation Gazette 10113 of 7 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

(viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Parts C3.4 and C3.5, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1)(b) of the Construction Regulations

2014), which is contained in the Particular Specifications.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.7.2 *Health and Safety Plan*

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2003 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of the Contract Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specifications.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section.

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

C3.5.7.3 *Protection of the public and Employer's staff*

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or the Employer's staff.

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.
The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

C3.5.7.4 *Excavations*

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

C3.5.7.4 *Working and entering confined spaces*

Confined space is defined in the Occupational Health and Safety Act, Act 85, 1993, as an enclosed, restricted, or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen-deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present.

(a) Hazardous conditions in confined spaces could be identified as:

Hazardous atmosphere:

- Too little or too much Oxygen (too little can cause brain damage and cause the heart to stop and too much increases the risk of fire or explosion)
- Presence of Toxic gasses
- Liquids or solids inside the confined space. Liquids may produce hazardous atmosphere when it evaporates e.g. fuel
- Type of work done inside the confined space. Activities can lead to the release of harmful substances e.g. grinding, descaling etc.
- Contamination from outside/adjacent sources. A contaminant could enter the confined space through porous walls, communicating openings e.g. sewers

Explosive atmospheres:

- High concentration of Oxygen (>23%),
- Fuel e.g. Acetylene gas from leaking welding equipment;
- Methane gas and hydrogen sulphide produced by rotting organic waste in sewers;
- Hydrogen gas produced by contact between aluminium or galvanized metals and corrosive liquids;
- grain or coal dust;
- solvents such as acetone, ethanol, toluene, turpentine, and xylene which may be introduced into the space through spills) and
- Ignition sources e.g. open flames, welding arcs, chemical reaction, arcing of electrical motors etc.)

Physical hazards

- Loose and unstable material may lead to trapping or burying workers
- Slip, trip and fall hazards
- Falling objects from above

- Moving parts of equipment and machinery
- Electrical shock from defective extension cords, welding cables etc.
- Poor visibility
- Temperature extremes
- Noise
- Risk of drowning
- Rusted railings

(b) Safe work procedures for Confined Spaces shall include:

Only enter confined space after the air has been tested and evaluated by a competent person who has certified in writing that the space is safe and will remain safe for the duration of the work. Where the confined space cannot be certified as safe steps must be taken to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when:

- the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
- the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

In an instance where it's not possible to purge and ventilate the confined space, the following precautions must be taken:

- the confined space is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that.
- the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
- at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
- effective, approved apparatus for breathing and resuscitation is available immediately outside the confined space.

Ensure that everybody vacate the confined space after completion of any work therein. Where the hazardous gas, vapour, dust or fumes are of an explosive or flammable nature, further steps must be taken to ensure that such a confined space is entered only if –

- the concentration of the gas, vapour, dust or fumes does not exceed 25 per
- cent of the lower explosive limit of the gas, vapour, dust or fumes concerned
- where the work to be performed is of such a nature that it does not create a
- source of ignition; or
- such concentration does not exceed 10 per cent of the lower explosive limit of
- the gas, vapour, dust or fumes where other work is performed

Employees required to work in confined spaces must be trained and competent in confined space procedures. Working alone in a confined space is not permitted. A Confined Space Entry Permit is required for entry prior to any work performed in a confined space. A suitably trained person must undertake a written risk assessment before carrying out work involving entry into a confined space. The assessment shall take into account the following:

- the nature of the confined space;
- the work required and the methods by which the work can be done;
- the hazards involved and associated risks;
- implementation of control measures;
- the emergency and rescue procedures.

The risk assessment must be signed by all the people involved in the work to be done in the confined space. Communication between people in a confined space must be established as well as communication with any stand-by staff located outside. Rescue procedures must be established before entry into any confined space which, include a stand-by person. If working under a contractor or client's entry permit, this must be reviewed by a suitably qualified Health and Safety Specialist person to ensure adequacy of risk assessment, control measures and safe working procedures before entry.

C3.5.7.5 *Health and safety specialist*

The contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract. This specialist shall assist with the preparation of the health and safety plan, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the health and safety plan and associated regular inspections etc.

The requirement for a weekly presence on Site necessitates that the Health and Safety Specialist be based locally, at least for the period while the Contractor is working on Site (i.e. during delivery, installation, testing and commissioning).

C3.5.7.6 *Monthly health and safety reports*

The health and safety specialist required in terms of C3.5.8.4 shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the site over the last month, new risk assessments added, potential new risks, new precautions taken, and summarising the results of various inspections required in terms of the health and safety plan, etc. If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R5000.00 on the Contractor, in each instance.

C3.5.8 Environmental Management

The Contractor will be responsible for managing his activities so that damage to the environment is minimised, as per the specifications contained within the Particular Specification attached in Part C6.

C3.5.9 Forms for Contract Administration

The Contractor must provide the Municipality with a completed list of local labourers used with monthly claims.

The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details:

a. Salary / wages spent on local employees versus total wages / salary budget at site
b. Number of local employees employed versus per total workforce at site
c. Amount spent on local suppliers versus budgeted

Any amendments to the list require prior approval from the Municipality. The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.

C3.6.1: **Standard Specifications**

APPLICABLE STANDARDIZED SPECIFICATIONS

For the purposes of this contract, the following SANS 1200 Standardized Specifications for civil engineering construction shall apply:

SABS 1200	***A***	***:***	***General (1986)***
SABS 1200	***C***	***:***	***Site clearance (1980) (As amended 1980)***
SABS 1200	***DB***	***:***	***Earthworks (Pipe Trenches) (1989)***
SABS 1200	***DK***	***:***	***Gabions and pitching***
SABS 1200	***LB***	***:***	***Bedding (pipes) (1983)***
SABS 1200	***LD***	***:***	***Sewers (1982)***
SABS 1200	***LG***	***:***	***Pipe Jacking***

C3.6.2: VARIATIONS AND ADDITIONS TO THE SANS STANDARIZED SPECIFICATIONS

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.

STATUS

In the event of any discrepancy between the project specifications and a part or parts of the SANS 1200 Standardized Specifications, the schedule of quantities or the drawings, the project specifications shall take precedence.

The following variations and additions to the following SANS 1200 standardized specifications listed in C3.6.1 are given as follows:

SABS 1200	***A***	***:***	***General (1986)***
SABS 1200	***C***	***:***	***Site clearance (1980) (As amended 1980)***
SABS 1200	***DB***	***:***	***Earthworks (Pipe Trenches) (1989)***
SABS 1200	***DK***	***:***	***Gabions and pitching***
SABS 1200	***DM***	***:***	***Earthworks (Roads, Subgrade)***
SABS 1200	***LB***	***:***	***Bedding (pipes) (1983)***
SABS 1200	***LD***	***:***	***Sewers (1982)***
SABS 1200	***LG***	***:***	***Pipe Jacking***

PSA **GENERAL (1986)**

PSA 1 **SCOPE**

Replace subclause 1.1 with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site."

PSA 2 **INTERPRETATIONS**

PSA 2.3 **Definitions**

In the opening phrase between the words "specification" and "the following", insert the words "the definitions given in the conditions of contract and "

(a) General

Add the following definitions:

"Employer's Agent: All references in the SANS specifications referring to the Engineer shall also be deemed to refer to the Employer's Agent in terms of the General Conditions of Contract.

General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardised specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge and time-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

PSA 2.4 **Abbreviations**

(a) Abbreviations relating to standard documents

Add the following abbreviation:
"CKS : SABS Co-ordinating Specification."

PSA 3 **MATERIALS**

PSA 3.1 **Quality**

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not. Copies of SABS Certificates of all materials used must be submitted to the Employer's Agent."

Add the following:
"The Contractor must provide the Employer's Agent with at least 48 hours' notice prior to control testing being required. Furthermore, the contractor must make provision in his programme for the undertaking, and calculation of results, of such testing. Construction of layer works over areas for which test results are not available will be undertaken at the Contractors own risk."

Add the following subclause(s)

"PSA 3.3 **Ordering of Materials**

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall

be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the Employer's Agent.

PSA 4 **PLANT**

Replace the heading of PSA 4 with:

"PSA 4 Construction Equipment".

PSA 4.1 **Silencing of Plant**

Replace the heading of "PSA 4.1 Silencing of plant" with:

"PSA 4.1 Silencing of Construction Equipment".

Replace the contents of subclause 4.1 with the following:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Construction Equipment which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 **Contractor's Offices, Stores and Services**

Add the following paragraph before the first paragraph:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours."
Add the following to the second paragraph:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

"PSA 4.3 **Site Security**

The area within the area used by the Contractor for the establishment of his camp site may be subject to a security risk. The Contractor must assess the additional risk and make his own provision for additional protection.

No separate payment will be made for these additional security measures and the cost thereof will be deemed to be included in the rates tendered for Items PSA 8.3 and PSA 8.4. Should the Contractor feel that he needs additional insurance to cover these risks, the cost of such insurance will also be deemed to be included in the tendered rates."

PSA 5 **CONSTRUCTION**

PSA 5.1 **Survey**

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

Delete the words "in the vicinity of boundaries" in the second sentence of Subclause 5.1.2 and replace the words "under the direction of" in the same sentence with "in consultation and liaison with".

Add the following after the second sentence of Subclause 5.1.2:

"The Contractor and the Employer's Agent shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

Replace the third sentence of Subclause 5.1.2 with the following:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be liable for the cost of replacement of pegs which :

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

(b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 **Protection of Existing Structures**

Replace:

" Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)" *WITH :* "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)" : "as amended".

PSA 5.4 **Protection of Overhead and Underground Services**

Replace the heading and the contents of this subclause with the following:

"PSA 5.4 **Location and Protection of Existing Services**

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services that can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site and the provision and utilisation of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of Sub-clauses 4.4 and 5.1.2.2 of SABS 1200D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service, which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a Known Service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Employer's Agent immediately any such service is encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to :

a) *the possibility of human injury or death,*
b) *the prevalence of human suffering or deprivation of rights,*
c) *the possibility of damage to property, or suffering and death of livestock and animals, the*
d) *interruption of essential services, including transportation and communication facilities or*
e) *support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,*
f) *the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,*
g) *the possibility that the security of the state could be compromised.*

2. *The Accounting Officer must record the reasons for any deviations in terms of subparagraphs 36(1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.*
3. *Subparagraph 36(2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy."*

During our testing of this deviation, we identified several instances where the justification for the deviation was inadequate.

DETAILED AUDIT FINDING

Procurement and contract management

Unjustified deviations from normal Supply chain processes

In terms of section 2(1)(b) of the Supply Chain Management (SCM) regulations, *"each municipality and municipal entity must in terms of section 111 of the Act have and implement a supply chain management policy that –*

(b) is fair, equitable, transparent, competitive and cost effective;"

Section 19 of the Municipal Supply Chain Management Regulations on Competitive bids states *"A supply chain management policy must specify—*

a) *that goods or services above a transaction value of R200 000 (VAT included) and long-term contracts may be procured by the municipality or municipal entity only through a competitive bidding process, subject to regulation 11(2); and*
b) *that no requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process."*

Section 36 of the Municipal Supply Chain Management Regulations states that;

(1.)"A supply chain management policy may allow the accounting officer –
(a.) to dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
(i) In the case an emergency;
(ii) If such goods or services are produced or available from a single provider only;
(iii) For the acquisition of special works of art or historical objects where specifications are difficult to compile;
(iv) Acquisition of animals for zoos; or
(v) In any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
(b.) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely technical.

(2.) The accounting officer must record the reasons for any deviations in terms of sub-regulation (1) (a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements

(3.) In terms of the Supply Chain Management (SCM) regulations 5: "An accounting officer may in terms of section 79 or 1 06 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of regulation 4(1), but any such sub delegation must be consistent with sub regulation (2) and regulation 4".

Furthermore, paragraph 37 of the municipality's supply chain policy states that:
"37. DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES

1. *The Accounting Officer may –*

a) *dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –*
(i) in an emergency; (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)

Circumstances that warrant emergency dispensation, includes but are not limited to –

Yours sincerely

Unathi Mnqanqeni
Senior Manager: Western Cape

Enquiries: Henno Pretorius
Cell phone: 064 907 4146
Telephone: (021) 528 4100
Fax: (021) 528 4200
Email: hennop@agsa.co.za

Acknowledgement of receipt by management:

Received by _____ Date _____

AUDITOR-GENERAL
SOUTH AFRICA

The Accounting Officer
Theewaterskloof Municipality
PO Box 24
Caledon
7230

28 October 2024

Reference: Communication No.21 of 2023

Dear Mr. R Stevens

COMMUNICATION OF FINDINGS IDENTIFIED DURING THE AUDIT OF COMPLIANCE WITH LEGISLATION FOR THE YEAR ENDED 30 JUNE 2024

SCM: Reason for not following the official procurement processes (Deviation) not justifiable

Background

1. In performing the audit of compliance with legislation, we identified instances of non-compliance as described in the annexure. We have recorded the internal control deficiency that gave rise to the instances of non-compliance and our recommendation for correcting the instances of non-compliance for your consideration.
2. The finding will be included in the management report including your comments and our final response.

Required

3. You are requested to indicate whether you agree with the facts stated in the annexure including whether you agree with the identified internal control deficiency. Should you disagree, please provide us with documentary evidence to the contrary within 5 days from the date of this communication, as agreed in the engagement letter.
4. Should you agree, you are hereby requested to make the necessary corrections.
5. Should you choose not to make the necessary corrections, kindly communicate your reasons for this within 5 days from the date of this communication, as agreed in the engagement letter. The remaining uncorrected misstatement will then be evaluated for reporting purposes based on materiality.
6. Should you choose to make the necessary corrections, kindly refer the point(s) described below and provide us with the necessary information within 5 days from the date of this communication, as agreed in the engagement letter.
7. Please provide us with the reasons for the instances of non-compliance and the steps that will be taken to rectify the matter in future.

PART C7: DETAIL DRAWINGS

PART C6: ENVIRONMENTAL SPECIFICATIONS

PART C5: HEALTH AND SAFETY SPECIFICATIONS

PART C4: SITE INFORMATION

(Geotechnical Report and Ground Penetrating Radar Report)

deleterious effect on its long-term performance. GRP pipes shall always be lifted with fabric straps or hemp rope and not cables or chains. They should not be subjected to impact loads or rolled over rough or hard ground.

If straw is used for protecting pipes and fittings in transit, it should be collected and burnt in a safe area immediately after use to avoid any possible agricultural contamination.

Pipes shall be stored on cradles and away from inflammable liquids or other aggressive materials. Pipes can be stored in the open for a period of six (6) months without any detrimental effects being caused by ultra-violet exposure. However, the manufacturer shall be consulted regarding longer periods of storage in the open.

PL4.2 Trenching, Bedding and Backfill

The GRP pipes fall into the category of flexible pipes. As such, in the buried condition, they rely on the pipe-soil structure interaction for their load-bearing capacity. Therefore, it is important that the pipes are bedded and surrounded in a material which is capable of transmitting lateral thrust from the pipe to the soil forming the trench wall and that this soil does not become over-stressed.

The minimum thickness of the bedding shall not be less than 150 mm, and the selected backfill material shall be to a height of 300 mm over the crown of the pipe. The minimum depth of cover to natural ground level over the crown of the pipe shall be 1 m. Where high water tables are encountered, precautions should be taken to prevent floatation when the pipeline is empty. Such precautions should not induce localised stress in the pipes. No concrete slabs shall be placed directly onto the pipe.

Where ground water conditions are such that there is a risk of the trench backfill being washed away, suitable impermeable stops (eg clay dams) shall be provided at appropriate intervals to prevent longitudinal drainage.

Where ground water is present, the geotextile fabric shall be laid in the excavated trench such that it fully encases the pipe bedding and pipe zone of granular material preferred of single size compacted 20 mm aggregate. This is to prevent the fines migrating from the adjacent soil of the trench bottom and walls.

For guidance on design and construction, reference is made to the following Specifications as applicable:

SABS 1200 Section DB: Earthworks (pipe trenches)
Section L: Medium-pressure pipelines
Section LB: Bedding (pipes)

BS 8010 Part 2 Section 2.5: Pipelines; Glass-reinforced thermosetting plastics

I HEREBY DECLARE THAT I WILL COMPLY WITH THE SCOPE OF WORKS:

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer:
.....

(c) Flange adaptors with flat joint face of flange, rubber sealing rings, bolts and nuts. The required thickness of the adaptor's flange shall be less than the thickness of the standard mating flange due to the reduction of end and side thrust which is absorbed by the flexibility of the rubber sealing rings. The flange adaptors do not provide the rigidity or anchorage of standard flange joints and should be anchored accordingly.

PL3.1.10 Marking

Each pipe and fitting shall be marked with the following information in such a manner that it remains legible under normal handling and installation practices:

(a) The manufacturer's name (or identity code)
(b) The nominal size
(c) The pressure rating
(d) The stiffness rating in Nm^{-2}
(e) The date of manufacture
(f) The angle of bend (in degrees) of fittings

PL3.2 Pipeline Design

PL3.2.1 General

The necessary hydraulic economic and structural assessments shall be made in accordance with recognised practice. The factors considered should include service, environmental considerations, pipeline protective devices to control the pressure and the flow, joints and external and internal corrosion resistance.

PL3.2.2 Access to pipeline

Internal access shall be provided at intervals for inspection, maintenance and the removal of obstructions, giving consideration to the need to provide a safe working environment at all times.

PL3.2.3 Anchors and thrust blocks

Anchors and thrust blocks are required at changes of pipe sizes, direction of the pipeline and isolating and scour valves, to withstand the forces developed by the internal pressure.

The safe bearing pressure of the surrounding soil should be determined from field tests and taken into account in the design of the structure.

Where fittings are manufactured in GRP, they should be completely encased in reinforced concrete.

Where GRP pipes enter manholes or pass-through solid structures, anchor blocks or valve chambers, it is essential to provide flexibility to the pipeline at either side of the structure. This shall be effected by introducing two flexible joints to the pipeline on each side of the structure so that the first joint is no more than one pipe diameter or 600 mm, whichever is the greater, from the structure and the second is approximately 1,5 diameter from the first.

At the point of pipe entry into the structure, the circumference of the pipe shall be wrapped with a 10 to 20 mm thick (depending on the pipe diameter) and 200 mm wide band of a non-degradable compressible material (rubber) to help the pipe to absorb the stresses resulting from pipe deflection outside the structure. In addition, at this point it is necessary to increase the bed depth not less than one (1) pipe diameter for a length not less than two (2) pipe diameters and trench width to a minimum of three (3) pipe diameters for a length of three (3) to five (5) pipe diameters.

Where water tightness between pipe and structure is required, pipes should be supplied with puddle flanges laminated into the pipe. Puddle flanges should not be used to anchor the pipe against thrust unless specifically designed to do so. The external surface of the pipe shall be treated to improve its bond with the concrete by painting with a suitable resin and blending with sand to give a roughened surface prior to placing the concrete. The pipe manufacturer's advice should be sought when determining suitable resins.

PL4 CONSTRUCTION

PL4.1 Transport, Handling and Storage

Transport, handling and storage shall be as specified, where applicable, in SABS 1200 L: Medium-pressure pipelines.

Care must be exercised at all stages during the transportation, handling and laying of GRP pipe to minimise the possibility of overstraining, point loading or otherwise damaging the pipe wall, since this can have a

PL3.1.2.5 Straightness

The deviation from straightness of the bore of the pipe shall not exceed 0,3% of the effective length of the pipe or 15 mm, whichever is the smaller.

PL3.1.2.6 Head losses

The hydraulic head loss due to pipe friction is lower for GRP pipe than for other types of pipe due to smoother inner surface and freedom from tuberculation and erosion. Taking into account the losses at the joints, the Colebrook-White roughness coefficient k = 0,05 - 0,10 mm.

PL3.1.2.7 Classification

PL3.1.2.7.1 General

The following classification relates to sustained service temperature up to 30°C.

PL3.1.2.7.2 Pressure

The pressure rating of the pipes shall be equal to or less than the maximum internal hydrostatic pressure, in bar, which the pipe is capable of withstanding for a design life of 50 years.

PL3.1.2.7.3 Stiffness

The stiffness class range for enhanced resistance to distortion shall be:

1 250; 2 500; 5 000; 10 000; 15 000 and 20 000 Nm^{-2}

PL3.1.8 Fittings

PL3.1.8.1 Fittings made from GRP

GRP fittings are not subject to tests for strength and it is essential that external restraint shall be provided on installation. GRP fittings shall be equal or superior in performance to pipe of the same classification and shall be smoothly finished internally.

Fittings shall be one piece contact moulded or manufactured from the straight pipe suitably mitred.

PL3.1.8.2 Steel fittings

In selecting the most economic fittings, steel fittings should be considered as an alternative to GRP.

PL3.1.9 Joints

The following types of joint are acceptable to the Employer. Other types may receive consideration.

PL3.1.9.1 Flanged joints (rigid)

Flanges shall be of steel, welding type plate and shall have flat joint faces, with dimensions in accordance with BSEN 1092: Section 3.1.

PL3.1.9.2 Flexible joints

The angular deflection limits relative to nominal size of the pipework shall be as follows:

DN	500	- 3°
	500 - 900	- 2°
	900 - 1 800	- 1°
	over 1 800	- 0,5°

The flexible joints are:

(a) Spigot and socket joints with double rubber sealing O-rings, installed in the circumferential grooves, machined on the spigot end and with the nipple hole on the socket end between the O-rings for testing the seals by applying air pressure.
(b) Slip-on bolted pipe coupling without centre register with rubber sealing rings, bolts and nuts. The pipe ends shall be machined to receive coupling.

C-glass: A soda-lime borosilicate glass, chemical-resistant, used for the inner layer of the pipes and fittings in direct contact with the water.

E-glass: A calcium alumino-borosilicate glass containing other oxides, incorporated for enhanced corrosion resistance, and having a useful balance of structural, chemical and electrical properties. It is used for the intermediate (structural layer).

PL2.4 Aggregate

Inert granular material, size 0,05 to 4,75 mm, such as graded and washed silica sands, may be incorporated where they are a designed part of the composite structure to increase the stiffness of the pipe and thus its resistance to external loads and negative pressure, if it exists.

PL2.5 Gaskets

PL2.5.1 Joint-ring gaskets

Joint-ring gaskets shall be made from non-cellular synthetic rubber material and shall comply with the requirements of SABS 974-1: Part 1, class 70. The finished rings shall not contain any reclaimed rubber, vulcanized waste or any substance which will cause the rubber to impart a taste or smell to the water.

PL2.5.2 Flange gaskets

Gaskets for flanged joints shall be full-faced and in one piece, with the inner diameter of the gasket 6 mm larger than the inner diameter of the flange and the outer diameter not exceeding the outer diameter of the flange. For pressures up to and including 1,6 MPa, cloth-inserted rubber may be used.

Note: Gaskets should be protected from unnecessary exposure to the effects of ultra-violet radiation, light and ozone.

PL3 DESIGN

PL3.1 Pipe Design

PL3.1.1 Design pressure

The design pressure in the system due to working pressure plus surge pressure shall not exceed 1,5 times the pressure class of the pipe. Excessive surge pressure should be anticipated in the design phase and the causative condition should be eliminated or automatic surge pressure relief provided.

PL3.1.2 Dimensions

PL3.1.2.1 Diameter of pipes

(a) Nominal size (DN) pipes shall be designated by a nominal size.
(b) The work size (DW) shall be declared by the manufacturer and shall not differ from the value of the nominal size of the pipe by more than + 3,5 % or -3,5%.
The manufacturing tolerance on the work size shall comply with the permissible deviations as follows:
i) For pipes of nominal size up to and including 600: ± 3,0 mm
ii) For pipes over 600 nominal size: ± 0,5%

PL3.1.2.2 Lengths

The pipe effective length shall be preferred 6 m with a tolerance of ± 25 mm. Other effective lengths are permissible and may be supplied by agreement between the manufacturer and the Engineer. A maximum of 5% of the total length supplied in any one nominal size and class may be supplied in random lengths where the random length shall not be less than 1,5 m, except for special orders.

PL3.1.2.3 Wall thickness

When measured to an accuracy of 0,1 mm, the wall thickness shall not be less than the figure declared and used by the manufacturer in the calculations for the design of the pipe.

PL3.1.2.4 End squareness

All pipe ends shall be square to the axis. The tolerances on out-of-squareness shall be (2 mm + 0,005 DW) with a maximum of 10 mm, where DW is the work size of the pipe.

PL1.4 Wall Composition

The wall of the GRP pipe is made of a monolithic structure produced with three (3) different layers:

(a) Liner, an inner layer in contact with water which provides maximum resistance to chemicals and corrosion and ensures permeability of the pipe wall
(b) Intermediate (structural) layer that determines the strength and stiffness/rigidity of the pipes
(c) Outer protective layer (gelcoat) of pure resin without glass reinforcement which protects glass fibres from environments and handling, and it contains ultra-violet ray absorber

PL1.5 Safety

Safety precautions to avoid risk to the health and safety of the public, and to prevent damage to the Works (pipework) and private property, must be observed at all times. All personnel shall be informed of the nature of the product being handled. The manufacturer shall provide the Engineer with a list of all important points needing attention during all stages of handling, installation, the Defects Liability Period and operation.

To give an example: Dust created by grinding and polishing of pipes and fittings may present a health hazard, therefore, operators should wear suitable eye protection, mask and gloves.

PL1.6 Inspection

The integrity of a properly designed pipeline depends mainly on the standards applied and quality of inspection at all stages.

Particular emphasis is laid on the inspection for possible damage to pipes, fittings and joints before installation and for the correct bedding of the pipeline, jointing, anchoring, and testing. Any substandard materials or workmanship should be rejected.

Factory inspection of the Plant, manufacturing processes, supervision and adjudication of test records shall be carried out by an independent inspectorate appointed by the Employer to act on behalf of the Engineer.

The manufacturer shall make available for the inspector's use, without additional charge, all necessary facilities required for inspection.

PL1.7 Workmanship

The pipe shall be free from all defects including indentations, delaminations, bubbles, pinholes, foreign inclusions, and resin-starved areas which, due to their nature, and/or extent, detrimentally affect the strength and serviceability of the pipe. The pipe shall be as uniform as practicable in colour, opacity, density and other physical properties. The pipe shall be round and straight, and the bore of the pipe shall be smooth and uniform. All pipe ends shall be cut at right angles to the axis of the pipe, and any sharp edges removed.

PL2 MATERIALS

PL2.1 General

The materials used to make pipe products shall contain no ingredient in an amount that can migrate into water in quantities that are considered to be toxic. The materials shall comply with the requirements of BS 6920: Part 1.

PL2.2 Resins

The resin shall be a thermosetting polyester resin and shall comply with the requirements of BS 3532. The resin shall be such that when used according to a schedule representative of that to be used for the finished pipework and then tested in accordance with BS 2782: Method 121A, the temperature of deflection of the resin shall be not less than 20°C higher than the maximum service temperature at which the pipework component is to be used, if known, and otherwise not less than 50°C.

PL2.3 Fibrous Reinforcement

In a continuous fibre-reinforced composite, the fibres (also referred to as filaments) provide virtually all of the load-carrying characteristics of the composite, the most important of which are strength and stiffness.

The fibrous reinforcement shall be manufactured from the glass compatible with polyester resin of the following commercial grade:

PL1 GENERAL

PL1.1 Scope

This Particular Specification covers the design, manufacture, testing and construction of underground pressure pipes, fittings and joints machine made of thermosetting polyester resin reinforced with filament-wound glass fibre roving and sand for the conveyance of potable and aggressive raw water at ambient temperatures. It is applicable to pipes and associated fittings having nominal diameters from DW 200 to DW 2000 for use at pressures of up to WP 2,5 MPa.

NOTE:

(a) All manufacturers of GRP pipes, fittings and joints must be quality listed by the South African Bureau of Standards to comply with SABS ISO 9002.
(b) The GRP pressure pipelines should not be constructed above the ground due to their uncertain resistance to ultra-violet degradation unless it is suitably protected against direct exposure from sunlight.
(c) Proper bedding and backfill procedures are essential to the performance of the pipe and must be thoroughly understood and carefully observed during installation.

PL1.2 References

The following documents form a part of this Specification to the extent specified herein. In any case of conflict, the requirements of this Specification shall prevail. The latest issues shall apply.

SABS 974-1	Rubber joint rings (non-cellular) Part 1: Joint rings for use in water, sewer and drainage systems.
SABS 1200	Standardized Specification for civil engineering construction - 1. Section DB: Earthworks (pipe trenches) 2. Section L: Medium-pressure pipelines 3. Section LB: Bedding (pipes)
SABS 0102-1	The selection of pipes for buried pipelines 1. Part 1: General provisions 2. Part IV: Flexible pipes
BS 2782	(ISO 75) Methods of testing plastics; Part 1: Method 121A
BS 3532	Unsaturated polyester resin systems
BSEN 1092	Circular flanges for pipes, valves and fittings Section 3.1 Specification for steel flanges
BSEN 14364, BSEN 1796	Glass-reinforced plastic (GRP) pipes, joints and fittings for use for water supply or sewerage.
BS 6920	Suitability of non-metallic products for use in contact with water intended for human consumption with regard to their effect on the quality of water. Part 1: Specification
ANSI/AWWA	C950 Fibreglass pressure pipe
SABS ISO 9002	Quality systems: Model for quality assurance in production and installation.
ASTM D2996	Filament-wound reinforced thermosetting resin pipe

PL1.3 Components

The following materials are used for the manufacture of GRP pipes:

(a) Polyester thermosetting resin, isophthalic type; orthophthalic resins shall not be used for works with a technical life exceeding 10 years.
(b) Continuous glass fibre roving reinforcement
(c) Silica sand (aggregate) or other similar inert fillers
(d) Resin additives, such as pigments, dyes or other colouring agents if used, shall in no way be detrimental to the performance of the product.

C3.6.3

PARTICULAR SPECIFICATIONS

C3.6.3.1 GLASS-REINFORCED PLASTIC (GRP) PIPES, FITTINGS AND JOINTS

(c) Full design and calculations which must include expected loads to the sleeve sections he proposes to use, where protection to the sleeve pipe is required, full details including referenced design details which must be generally in accordance with SABS Specifications 0102 Parts a and 2, 1987 and drawings etc., must be included.
(d) Details of calculations and drawings of the proposed method of load from the pipe to the thrust pit wall.
(e) The proposed method of working – i.e. the position of the thrust and reception pits, size and number of jacking points he intends using.
(f) Full details of the joints sealers, sleeves and methods of lubrication and grouting to be employed.
(g) Full details and sketches of the proposed method to be used to seal the joints at intermediate jacking stations, if applicable.
(h) Full details of stabilizing unstable areas and grouting of voids.

The design calculations and drawings shall be signed by a Registered Professional Civil Employer's Agent responsible for the designs with adequate experience in this field.

The Contractor shall not commence any work shown on the said drawing or specified in the said specifications until the Employer's Agent has signified in writing that the Contractor may proceed.

PSLG 5.2.3 Recording of movements

PSLG 5.2.3.1 General

Replace the subclause with the following:

The Contractor shall on a weekly basis, record the line and levels of the road being traversed and submit them to the Employer's Agent within 4 hours of them being recorded.

The Contractor shall provide adequately shored thrust and reception pits, and jacking and mucking operations shall be so carried out that no movement occurs in the embankments.

PSLG 5.4.3 Jacking of pipeline

PSLG 5.4.3.1 *General*

Add the following:

"To minimize the build-up of skin friction, jacking shall be carried out on a continuous basis. Adequate lightning shall be provided by the Contractor of the night."

PSLG 6 **TOLERANCES**

PSLG 6.1 **General**

Add the following:

"A copy of the results of all checks together with a statement detailing corrective measures taken shall be available for the inspection on Site at all times and further copies shall be submitted to the Employer's Agent on a weekly basis."

PSLG 8.1 **Measurement and Payment**

Add the following:

PSLG 8.2.12 Grouting between concrete pipe sleeve and the GRP gravity main sewer ..... **Unit : m^3**

The void between the jacking sleeve pipe and the gravity main sewer pipe must be filled with a 1:9 cement sand mixture. (Grouting)

The tendered rate shall include full compensation for the provision and installation of the specified grouting.

PSLG **PIPE JACKING (1983)**

PSLG 3.1 **Pipes**

Replace the contents of the subclause with the following:

"The pipes used shall be Class 200 D Type SC reinforced concrete jacking pipes of dolomitic aggregate with in-the-wall joints rubber rings joints with a nominal diameter of 2000 mm complying with SABS 677.

Add the following:

In addition to withstanding the specified two (or three) edge-bearing test load, the pipes shall be capable of withstanding, without damage, the maximum longitudinal force to be transmitted by the Contractor's jacks during jacking.

Add the following:

PSLG 3.3 **Finish and Repairs**

Both the inside and the outside of the pipe shall present a smooth unbroken surface, free from blisters, loose scale, honeycombing, holes, projections and cracks when stripped from the mould and also any subsequent inspection.

Minor impact damage to the pipe ends or honeycombing shall be repaired by the pipe supplier with the mortar after the application of a wet to dry epoxy. In both cases the repair area shall be scabbled to expose sound concrete prior to undertaking repairs.

Pipe collars which are damaged or cracked during handling or jointing will not be accepted for inclusion in the Works."

PSLG 3.4 **Joint Sealant**

The joint gap between successive concrete pipe barrels shall be sealed around the internal pipe circumference as follows:

(i) Primer

An approved primer fully compatible with and/or manufactured for the specified jointing and sealing material shall be applied to the joint surfaces (Epidemix 326 or similar approved).

(ii) Fillers

Fillers shall be manufactured from a low density closed sel expanded polyethylene (ethacord or similar approved).

(iii) Sealant

The elastomeric sealant shall be a two-pack polyurethane type, generally conforming with the physical properties specified in SABS 1100 and used with the primers as specified above.

PSLG 5 **CONSTRUCTION**

PSLG 5.1.1 Jack Pipeline under Facilities Controlled by Third Parties

Add the following:

"The Contractor shall advise the relevant official, through the Employer's Agent, at least 7 days before commencing work in the vicinity of the crossings."

PSLG 5.1.3 Design calculations by Contractor

Replace the subclause with the following:

"The contractor shall for each crossing supply the following information to the Employer's Agent within 14 days of receipt of the Letter of Acceptance:

(a) All the necessary sleeve pipe characteristics details i.e class etc.
(b) The maximum jacking forces to be applied during the jacking operation.

each depth in increments of 0,5 m and 1,0 m. The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) and backfilling with suitable material in accordance with PSLD 5.11 (including import of material if required) additional to what is measured under SABS 1200 DB subclauses 8.2.2 and 8.2.3. The rate shall cover the cost of construction of manholes complete with channels, benching, short pipes (1 m long) and all flexible connections in accordance with the detail shown on the drawings.

The depth category of manholes shall be measured as the difference between the cover level and the deepest invert level of the manhole."

PSLD 8.2.11 Connection to existing sewer at:

Replace with the following:

"PSLD 8.2.11 Connection to existing sewer by:

a) Breaking into existing manhole ..... **Unit : No**

Various depth categories shall be scheduled.

The tendered rate shall include full compensation for excavation, breaking into existing manhole, modifying of the benching inside the manhole, dealing with sewage in the live sewer, ensuring the water tightness of the new connection, ensuring that no rubble or soil enter the system and backfilling in accordance with PSLD 5.11.

The contractor shall at no additional cost to the employer execute the work in such a manner that no rubble, soil or water shall enter the existing sewer system, failing by which he shall be held responsible for the resulting remedial work.

Excavation shall be carried out in a manner to avoid uneven side forces.

b) Breaking into existing sewer and building a new manhole ..... **Unit : No**

The tendered rate shall include full compensation for locating the existing sewer pipeline, excavating in all materials down to its level and around it, protecting the pipe, disposing of unsuitable and surplus material, shoring and dealing with water if necessary, over-pumping of sewage if necessary to facilitate breaking in, breaking into the pipeline by means of machine cutting, constructing the manhole in accordance with the drawings, connecting the new pipeline to the manhole, importing backfill material and backfill to the provision of all materials, labour and equipment required.

The contractor shall at no additional cost to the employer execute the work in such a manner that no rubble, soil or water shall enter the existing sewer system, failing by which he shall be held responsible for the resulting remedial work.

Excavation shall be carried out in a manner to avoid uneven side forces.

PSLD 8.2.13 Dealing with sewage ..... **Unit : Sum**

The tendered rate shall include full compensation for dealing with sewage in the existing 400 mm sewer during all connections, crossings and breaking into the pipeline. The tendered rate shall include full compensation for all temporary pipe work, deviations or over pumping as may be required during the construction of the new sewer.

Payment will be made in equal monthly (calculated by dealing the sum tendered by the contract period) intervals for the duration of the contract period.

PSLD 3.5.8 Manhole covers and frames

Notwithstanding the requirements of Subclause 3.5.8 all heavy duty manhole covers shall be cast iron (or Securex) as shown on the drawings in accordance with SABS 558.

Add the following :

PSLD 3.5.9 Channels and benching in manholes

"Round and half round AC or vitrified clay pipe fittings must be placed in the manholes as channels when the benching is constructed".

PSLD 5 **CONSTRUCTION**

PSLD 5.2 **Laying and Bedding**

PSLD 5.9.2 Marker Posts

Delete the contents of this subclause and substitute the following:

"Sewer connection ends shall be marked as shown on the drawings."

Add the following clause:

"PSLD 5.11 **Backfilling Around Manholes**

"Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200 LB subclause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB subclause 3.5. Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials. Backfilling around the structure must be carried out in even layers to avoid uneven side forces."

PSLD 6 **TOLERANCES**

PSLD 6.1 **General**

Add the following :

"Due to the flat gradients of the sewer all levels shall be set out at least by means of a laser level. For sewer pipes of diameter 600mm and larger, the Contractor must provide the level and position (xyz coordinate) of each pipe laid to the Employer's Agent within 24 hours of the specific pipe being laid. The deviation must also be recorded and submitted. Under no circumstances may any deviation exceed the maximum allowable angular deflection at a joint specified by the manufacturer."

PSLD 7 **TESTING**

PSLD 7.2 **Tests And Acceptance/Rejection Criteria**

PSLD 7.2.6 Water-tightness of Manholes

Add the following:

Manholes must be tested for watertightness. No ingress of groundwater into the manhole will be allowed.

Should any manhole fail to pass the inspection to the satisfaction of the Employer's Agent, the fault or faults shall be made good by the Contractor at his own expense according to methods approved by the Employer's Agent and the work shall be inspected again. The cost of all extra work and inspection shall be borne by the Contractor."

PSLD 8 **MEASUREMENT AND PAYMENT**

PSLD 8.2 **Scheduled Items**

PSLD 8.2.3 Manholes

Replace the contents of this subclause with the following:

"Separate items will be scheduled for manholes, backdrops, and inspection chambers, etc. of each type and of

PSLD **SEWERS (1982)**

PSLD 3 **MATERIALS**

PSLD 3.1 **Pipes, Fittings and Pipe Joints**

PSLD 3.1.2 Reinforced Concrete Pipes

Replace the contents of this subclause with the following:

Reinforced concrete pipes must be manufactured in accordance with SANS 677 and in accordance with a certified ISO 9001: 2000 quality management system.

Reinforced Concrete pipes shall be of the spigot and socket type, bitumen coated outside with 3 mm thick HDPE lining and shall have water tight socket seals. The minimum class pipe to be used shall be 100 D unless otherwise shown on the drawings or scheduled. The HDPE lining shall comply with SANS 10409:2005 : Design, selection and installation of geomembranes. The HDPE lining shall be a cast in liner, Anchor Knob Sheet (AKS), and 1230knob/m^2 must be cast into the concrete pipe. The knobs must be homogeneously formed with the HDPE liner during the extrusion manufacturing process. The concrete cover of reinforcement on the inside shall be at least 20mm. Water tight rubber rings or other approved flexible joints must be provided.

The concrete for the reinforced concrete pipes shall be manufactured from dolomitic aggregate. For pipe jacking the pipe shall be purpose made and shall be Class 200 D, and have steel guidance rings, steel collars, pressure distribution rings of medium density fibre and all other required accessories. The Contractor shall supply the detailed design of the pipes for pipe jacking to the Employer's Agent including load strength of the pipe and joint detail prior to construction.

Pipes and manholes shall be handled and stored strictly in accordance with the manufacturer's instructions.

PSLD 3.5 **Manholes, Chambers, Etc.**

PSLD 3.5.2 Pre-cast concrete sections

Replace "Drawing LD-5" in the last sentence with "drawings".

Add the following:

"Sectional spun concrete cylinders shall be manufactured from dolomitic aggregate.

Precast concrete sections with an inside diameter of at least 1 000 mm shall be used for manholes.

The soffits of all inlet pipes in a manhole shall be on the same level unless different levels are shown on the drawings. If the outlet pipe is bigger than all the inlet pipes, it shall have the same soffit level as the inlet pipes. To counteract the effects of buoyancy, all manholes deeper than 2,0 m shall be bedded in Grade 20 MPa/19mm concrete to dimensions as specified on the drawings. The concrete bases may be partly precast, subject to approval by the Employer's Agent."

PSLD 3.5.4 Concrete

Add the following:

"Only dolomitic aggregate shall be used for all concrete items".

PSLD 3.5.5 Sand

Add the following:

"Only dolomitic sand shall be used for all concrete items".

PSLD 3.5.7 Step Irons

Delete the contents of this subclause and substitute the following:

"Step irons in AC, concrete ring and brick manholes shall be of the copolymer polypropylene type, such as Calcamite or similar, with a 12 mm dia. high tensile steel reinforced core and shall be of length suitable for fixing in brick, pre-cast concrete or reinforced fibre cement as applicable.

PSLB 8.1.6 Freehaul

Notwithstanding what is specified in subclauses 8.2.1, 8.2.2.2, 8.2.2.3, 8.2.4 and 8.2.5, the freehaul distance for disposal of all displaced (surplus) material, shall be unlimited."

PSLB 8.2 **Scheduled Items**

PSLB 8.2.1 Provision of Bedding from Trench Excavation

Replace the paragraph "The rate shall ...." with the following :

"The rates shall cover the cost of acquiring, from within site boundaries, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material outside the site boundaries."

Add the following after the note:

"Bedding material excavated as part of the trench excavation, placed adjacent to the trench and used at the same point as bedding material will therefore not be measured separately, but will be deemed to be included in the rates for trench excavation and the supply, lay and bed of pipelines."

"PSLB 8.2.6 Extra over items 8.2.1 and 8.2.2 for bedding stabilised with 5% cement ..... **Unit : m^3**

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

PSLB **BEDDING (PIPES) (1983)**

PSLB 3.2 **Selected Fill Material**

Add the following:

"Where required, selected fill material used for bedding, is to be stabilised with 5% cement as specified under subclause PSDB 3.5(c)."

PSLB 3.3 **Bedding**

Add the following:

"PVC-U and HDPE pipes are considered to be flexible pipes for the purpose of this subclause."

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words "(but is not required)" in the fifth line with the words "(at his own cost)".

PSLB 5 **CONSTRUCTION**

PSLB 5.1 **General**

PSLB 5.1.2 Details of bedding

Add the following paragraph.

"The dimension "X" for flexible and rigid pipes as indicated on drawing LB-1 will be 150 mm unless otherwise indicated on the drawing. The dimension "X" will be measured from the invert of the pipe."

PSLB 5.1.4 Replace "90%"

with:

"90% (100% for sand)".

PSLB 7 **TESTING**

Add the following :

PSLB 7.3 **Routine Testing**

The Contractor must test the bedding density and grading every 50m. A laboratory grading analysis must be undertaken every 50m. All test positions must be recorded by the Contractor and submitted with test results to the Employer's Agent within 7 Days of placing the bedding.

PSLB 8 **MEASUREMENT AND PAYMENT**

PSLB 8.1 **Principles**

PSLB 8.1.1 Supply of Bedding Materials measured separately

Insert the following words after the word "placing" in the last sentence : "density testing and grading analysis every 50m,".

PSLB 8.1.3 Volume of Bedding Materials

Add the following to paragraph (b):

"The depth of bedding as specified in PSLB 5.1.2 is applicable. The volume of bedding material displaced by the pipeline shall not be included in the calculation of the volume of bedding material."

PSLB 8.1.5 Disposal of Displaced Material

Replace the contents of this subclause with the following:-
"Material displaced by the pipeline and by importation of material from sources other than trench excavation, shall be disposed of outside the boundaries of the site."

PSDB 8.3.5(b) Services that adjoin a trench

Replace the last phrase "measuring for shoring" with the words "protected by shoring". The rate for this item shall cover the cost of any necessary shoring.

Add the following:

"(v) This rate shall also cover the additional cost of detection, exposure, hand excavation, protection, alteration and backfill material (the last if outside trench dimensions).
(vi) An existing service which has been abandoned at the time it is crossed, will not be measured.

PSDB 8.3.6 Finishing

PSDB 8.3.6.1 Reinstate road surfaces complete with all courses ..... Unit : m²

Add the following:

(a) Asphalt roads and sidewalks

The courses shall consist of 35 mm Asphalt on MC-30 bitumen on 150 mm thick G4 base to 98% Mod AASHTO, on 150 mm thick G5 subbase to 97% Mod AASHTO on 300mm sand to 100% Mod AASHTO.

The tendered rate shall also include the application of a joint sealer, Viaseal or equivalent for all joints in the asphalt.

Where hot premix cannot be obtained, road crossings shall be reinstated in accordance with the following.

Tosas Pothole Patch water resistant hot mixed cold bagged premix; or similar proven and approved

Product to satisfy:

- *Grading as per COLTO Table 4202/7 for medium continuously graded asphalt*
- *With a typical active filter content of 1%, and*
- *base bitumen as per Clause 4202 (a) (1).*
- *Binder content between 4,8 and 5,8% by mass and specifically formulated binder additive 0,008 to 0,009% by mass (the lower value for hot conditions and higher value for cold conditions)*
- *Voids in mix 3,0 to 5,0*
- *Marshall properties:*
    - *Stability (kN)8,0 to 16,0;*
    - *Flow (mm) 2 to 14;*
    - *Immersion Index (%) 75(min)*
- *All weather application possible in case of emergency, but ambient temperature should be 20 degrees centigrade and rising.*

(b) Gravel roads and sidewalks

The course shall consist of 150 mm G5 subbase compacted to 97% Mod AASHTO on 300 mm sand to 100% Mod Aashto.

(i) utilise construction appropriate to the nature of the specific parts of the Work and /or
(ii) protect existing structures and/or services; and/or
(iii) comply with all prevailing legislation and regulations.

(4) Backfill stabilised with 5% cement where directed by the Employer's Agent.....Unit : m^3

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer's Agent's instructions in accordance with Sub-clause PSDB 3.5(c).

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

PSDB 8.3.3 Excavation ancillaries

PSDB 8.3.3.1 Add the following to the last paragraph:

"The freehaul distance is unlimited and no additional payment will be made for the transport of the material".

PSDB 8.3.3.3 Compaction in road reserves

Replace the heading of this subitem with the following:

"PSDB 8.3.3.3 Compaction in road crossings"

And replace the sentence "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1" *with the following:*

"In the case of gravel roads, determining the volume, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket, unless a selected layer is specified then it will be measured from the bottom of the selected layer. The length of the trench used for compacting the quantity for payment will be the actual length under the road."

The rest of the trench shall be backfilled as specified in Clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.3.4 *Overhaul*

Delete this item.

No overhaul will be paid on material for the purposes of this contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSDB 8.3.4 Particular Items

PSDB 8.3.4(a) Shore trench opposite structure or service

Replace the heading of this subitem with the following:

"PSDB 8.3.4(a) Shore trench opposite structure or service or in restricted workspace

Add 'of the approved design, presentation of method statement' after 'if necessary', in the second sentence.

"Add the following after the last sentence:

The Contractor shall be responsible for the design of all lateral support and shoring. Designs certified by a Registered Professional Engineer including all design assumptions, calculations, drawings and method statements must be submitted to the Employer's Agent for acceptance prior to ordering material and prior to any excavation work commences.

Add the following after the last sentence:

"Separate items will be measured for depths of trenches in increments of 1,0m. The rate for each stated category shall cover the cost of shoring from ground level up to the full depth of the stated category, both sides of the trench. Payment for this item will only be made if written instructions were issued by the Employer's Agent."

PSDB 8.3.5 Existing services that intersect or adjoin a pipe trench

PSDB 8.2.3 Add the following to subclause 8.2.3.

"Where two or more pipes/ducts are to be placed in one trench, the specified base width shall be calculated as follows:

The trench width for the deeper service shall be calculated according to above specifications. The effective trench width for the shallower service shall then be the difference between its specified base width and the overlap with the trench width of the deeper service.

The trench width for subsurface drains shall be as shown on the drawings."

PSDB 8.3 **Scheduled Items**

PSDB 8.3.2 Excavation

(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material.
Replace "of 1, 0 m" in the first sentence of 8.3.2 (a) with "as scheduled in the schedule of quantities."
Replace the words "measured to the bottom of the bedding layer" with "measured from the final road layer or surface to the pipe invert level".

Replace the phrase "within freehaul distances"
with:

"at a spoil site provided by the contractor or municipal dumpsite unless scheduled otherwise"
Add the following after the last sentence and before paragraph (b).

"The tendered rate for excavation of trenches for electrical cables to be supplied and installed by the Electrical Contractor shall include full compensation for liaising with the Electrical Contractor, maintaining the trenches to allow the installation of the cables, supply and installation of warning tape and backfilling once the Electrical Contractor completed the installation of cables."

Add the following after the third paragraph:

"The rate shall also cover the cost of the additional compactive effort required as specified in 5.7.2 (as amended) and the additional selection of materials as specified in 5.6.2 to comply with the requirements for areas subject to road traffic loads. No additional payment will therefor be made under item 8.3.3.3."

(b) Extra over item (a) above for: and (c) excavate and dispose of unsuitable material from trench bottom

Replace the phrase "within freehaul distances"
with:

"at a spoil site provided by the contractor or municipal dumpsite unless scheduled otherwise"

PSDB 8.3.2 (b) Extra over item (a) for :

Add the following at the end of the existing sub-item 2:

"No payments will be made under sub-items (1) and (2) in respect of any materials measured and paid for under sub-item 3 below."

And add the following new sub-items in 8.3.2(b):

"(3) Hand excavation and backfill where ordered by the Employer's Agent:

(3.1) Soft material ..... **Unit: m³**
(3.2) Intermediate material ..... **Unit: m³**

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, or the lesser dimension excavated, which was excavated by hand on the specific prior written instructions of the Employer's Agent; provided always that the Employer's Agent's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Employer's Agent shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor of his obligations under the Contract to:

PSDB 5.2 **Minimum Base Widths**

Add the following above the table.

"No allowance shall be made for the extra thickness of the collars or couplings."

Add the following after paragraph (b) :

"The above is not applicable to trenches for subsurface drains.

Trenches for subsurface drains shall be excavated to the dimensions and gradients shown on the drawings or directed by the Employer's Agent."

PSDB 5.4 **Excavation**

Add the following:

"All excavation for pipes must be done according to the trench excavation method, and not to the fill method. No additional payment extra over to that listed under item 8.3.3 will be made for pipes, culverts or any other structure that falls within the road or fill layers. Except where otherwise specified, trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm."

PSDB 5.6 **Backfilling**

PSDB 5.6.3 Disposal of soft Excavation Material

Replace the contents of the subclause with the following:

"Excavated material from the trench that has become surplus because of bulking, displacement by the pipe, and importation, shall be disposed of outside the site boundaries at a spoil site provided by the contractor. No additional payment will be made and all costs related to the disposal of this surplus or unsuitable material will be deemed to be included in the tendered rates for the applicable items."

PSDB 5.7 **Compaction**

PSDB 5.7.1 Areas not Subject to Traffic Loads

Replace "90%" with "95%".

Add the following sentence: -

"All non-cohesive material shall be compacted to 100% MOD AASHTO density."

PSDB 5.7.2 Areas Subject to Traffic Loads:

Replace "93%" with "95%".

Delete "98%" and substitute "100%".

Add the following:

"All pipe trenches that fall within the road reserves shall be regarded as areas subject to traffic loads."

PSDB 8 **MEASUREMENT AND PAYMENT**

PSDB 8.1 **Basic Principles**

PSDB 8.1.1 Replace the last section of subclause 8.1.1 ".... surplus material along the route of the pipeline within 0,5 km of the source", with ".... surplus material within the freehaul distance of the site boundaries."

PSDB 8.1.2 Add the following:

"In the road prism the ground surface from which depth will be measured will always (irrespective of operation sequenced) be the road bed level at centre-line."

PSDB 8.2 **Computation of Quantities**

PSDB EARTHWORKS (PIPE TRENCHES) (1989(b))

PSDB 3 **MATERIALS**

PSDB 3.5 **Backfill Materials**

Add the following paragraphs:

"(c) Cement stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Employer's Agent. Aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

Aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to such a consistency that the mixture can be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7 **Selection**

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 4 **PLANT**

PSDB 4.1 **Excavation Equipment**

Add the following paragraph:

"All excavations in excess of the specified depth and width, must be backfilled with approved backfilling material. No additional payment regarding this will be made, it will be assumed that payment is included in the tendered rates for the applicable items.

Compaction of sand must be to 100% of modified AASHTO maximum density."

PSDB 5 **CONSTRUCTION**

PSDB 5.1 **Precautions**

PSDB 5.1.3 Accommodation of traffic and access to properties

Replace the semicolon and the word "and" at the end of subclause 5.1.3(a) with a full stop and replace item (b) with the following:

"(b) Where necessary to achieve compliance by the Contractor with his obligations in terms of subclause PS 8.1 of Portion 1 Specifications to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Employer's Agent, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Employer's Agent has included in the Schedule of Quantities, particular payment items specifically therefore, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

MOD AASHTO. There will be distinguished between different structures."

Add the following payment clauses:

"PSC 8.2.10 Remove topsoil to a nominal depth of 150 mm and stockpile ..... **Unit : m³**

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to an area on site to be stockpiled.

The Contractor shall confirm during the clear and grub and topsoil removal operation, in writing with the Employer's Agent any areas where the topsoil exceeds 150mm depth or where the roots of plant material require deeper ripping for complete removal. The method and scope of additional work will then be confirmed by the Employer's Agent.

"PSC 8.2.11 Topsoiling from stockpile of 6m wide pipeline route ..... **Unit : m³**

The tendered rate shall include full compensation for loading of material from the stockpile, transporting, tipping and spreading of material within the cleared 6m wide pipeline route. Special precautions to be taken to prevent possible erosion of placed topsoil material,

PSC 8.2.12 Rip and clear tarred and paved areas..... **Unit : m²**

Various items shall be scheduled. The rates shall collectively include full compensation to rip, clear and spoil at a spoil site provided by the contractor of asphalt or block paving.

PSC **SITE CLEARANCE (1982)**

PSC 3 **MATERIALS**

PSC 3.1 **Disposal of Material**

Add the following:

"The contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 **CONSTRUCTION**

PSC 5.1 **Areas to be Cleared and Grubbed**

Add the following:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 **Cutting of Trees**

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 *Individual trees*

Replace the last sentence with the following:

"An amount of ***R500-00*** will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.3 **Clearing**

ADD THE FOLLOWING:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels."

Add the following:

"The tenderers attention is drawn to the fact that all items described under subclause 5.3 which are not separately listed in the bill of quantities must be included in the price for item PSC 8.2.1."

PSC 8 **MEASUREMENT AND PAYMENT**

PSC 8.1 **Basic Principles**

Add the following:

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation have been completed."

PSC 8.2 **Scheduled Items**

PSC 8.2.1 Clear and Grub

Replace the first line with the following:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in m² to the nearest square meter or,"

PSC 8.2.8 Demolish and remove structures / buildings..... **Unit : Sum**

The contractor shall ascertain the works necessary to remove the structures complete as given in the schedule of quantities and noted on the drawings.

"The rate shall cover the cost of excavating around the structure, demolishing the structure, disposal of excavated material and rubble, and backfilling of the hole with sand in layers of 300 mm including compaction to 100% of

No additional payment will be made for additional notices of disruption which must be issued as a result of failed connection attempts."

terrorism or disorder outside the Contractor's control.

Costs for delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to terminate the Contract in terms of the provisions of Clause 9.1.2 of the General Conditions of Contract.

Variations in the Total Tender Sum resulting from payment for delays as a result of standing time costs as described herein shall be excluded from the total tender sum when Clause 6.4 of General Conditions of Contract is applied."

PSA 8.12 **Compliance with The Occupational Health and Safety Act (Act No 85 Of 1993) and Construction Regulations and Specifications Included in the Particular Specifications..... Unit: Sum**

The tendered rate shall include full compensation for compliance with the OHS Act and Construction Regulations and the Health and Safety requirements and specification included in this tender document. Refer to the Particular Specifications and Part C3.5.

It shall further include full compensation for the registration of the project with the Authorities (Department of Labour) and any delay in awaiting for approvals by the Authorities.

Temporary barriers and fences for deep or trench excavations required in terms of the contract shall not be paid for separately.

Payment under this item will be made as follows :

(a) The first instalment which is 30% of the sum tendered, will be paid once the contractors Health and Safety Plan is approved by the Employer or the Employers Agent and the Contractor has met all his obligations to date under this specification.

(b) The remainder of the sum tendered will be paid in equal monthly amounts calculated by dividing the sum tendered (less 30%) divided by the contract period in months.

No additional payment will be made should an extension of the contract period be granted. Penalties for non-compliance will be deducted from payments due to the contractor.

PSA 8.13 **Compliance with The Environmental Management Plan and Requirements Included in the Particular Specifications..... Unit: Sum**

The tendered rate shall include full compensation for compliance with the environmental management requirements and specification included in this tender document.

Payment under this item will be made in equal monthly amounts calculated by dividing the sum tendered divided by the contract period in months.

No additional payment will be made should an extension of the contract period be granted. Penalties for non-compliance will be deducted from payments due to the contractor.

PSA 8.19 **Liaison with residents and the local authority ..... Unit: Sum**

The tendered rate shall include full compensation for all liaisons with the residents of each area and the Municipality regarding valve closures and issuing of public notices.

Residents must be informed of valve closures at least 48 hours prior to closing of valves.

The tendered rate must include:

- the preparation of an information page which must be delivered to each household to be affected, prior to working in the area.
- the delivery of a notice informing residents of a disruption in the water supply (three days prior to the disruption)
- obtaining a "happy letter" from all residents once the work is completed and gardens re-instated.
- direct liaison with residents should a complaint be received including a written account of the complaint and agreement reached with the resident.

PSA 8.8.4.1 *Provision of detecting devices for:*

The tendered rate shall include full compensation to provide a scanner to detect steel pipes and a scanner to detect electrical cables and to mark the position of these services on site.

(a) Water and sewer pipes ..... **Unit: Sum**
(b) Electrical and other cables ..... **Unit: Sum**
(c) Other ..... **Unit: Sum**

PSA 8.8.4.2 *Hand excavation necessary for locating and exposing existing services in all materials:*

(a) In roadways ..... **Unit: m³**

(b) In all other areas ..... **Unit: m³**

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the services from damage during excavation and backfilling and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 93% of modified AASHTO density.

The rate for hand excavation in roadways shall also include compensation for compacting excavated or selected backfill material to 100% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water and for removal of surplus excavated material from the site."

Add the following items :

"PSA 8.8.7 Dealing with water ..... **Unit: Sum**

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with surface and subsurface water anywhere on the Site as required in terms of Subclause 5.1.3 of SABS 1200 D and Subclause 5.1.2 of SABS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Equal monthly payments will be made calculated by dividing the sum tendered for the item by the tendered contract period in months. The sum of the equal monthly payments shall not exceed the sum tendered for this item except where an extension of the contract period is approved by the Employer's Agent in which case the monthly payments will be made pro rata to the extension of time only if dealing with water is required."

PSA 8.8.10 Dust control ..... **Unit: Sum**

The tendered rate shall include full compensation for the provision of a water truck on site on a continuous basis during the construction of earthworks and layerworks period and the regular wetting of the construction area to prevent any dust disturbance to adjacent areas.

Add the following:

"PSA 8.9 **Standing Time Cost**

(a) Plant ..... **Unit: Day**

(b) Labour ..... **Unit: Day**

(c) Other .....

The sum tendered for this item shall allow for full compensation for all standing time costs of whatever nature, and approved by the Employer's Agent.

For purposes of calculating the standing time costs, a working week will be held to consist of five working days.

The amount by which the standing time costs is adjusted shall only apply to delays which, in the opinion of the Employer's Agent, are incurred as a result of a riot, commotion, politically motivated sabotage and acts of

"PSA 8.6 **Prime Cost Sums**

(a) Description of Item to which Prime Cost Sum Applies ..... Unit: PC Sum

(b) Charge required by Contractor on Sub-item (a) above ..... Unit: %

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.
The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

PSA 8.7 **Daywork**

Replace the contents of Subclause 8.7 with the following:

"Measurement and payment shall be in accordance with the provisions of Sub-clause 6.5 of the Conditions of Contract."

Add the following item:

PSA 8.8 **Temporary Works**

PSA 8.8.2 Accommodation of traffic ..... **Unit : sum**

Add the following:

"Traffic control facilities and traffic management plan to comply to requirements as set by the South African Road Traffic Sign Manual Volume 2 and the Health and Safety Specification.

This amount shall further cover all costs in respect of the provision, erection, moving, re-erection and maintenance of all barriers, road signs, lights and flagmen necessary for the protection of the works, for the construction, gravelling and maintenance of detours and entrance roads affected by the work, as well as the breaking up and removal thereof at the contract completion, and for compliance with all necessary traffic rules and regulations, liaising with the road authorities, and all other costs necessary in respect of accommodation of traffic."

PSA 8.8.3 Protection of infrastructure during construction of pipe at the existing municipal cemetery ..... **Unit : sum**

Add the following:

"This amount shall cover the cost to protect existing built out structures, all visible services and graves during the construction of the new pipe at the existing cemetery. Trenchless construction will take place, but the Contractor will still need to set out the works and confirm the impact it may have on existing infrastructure. Should it be required to construct section by open excavation, the Contractor will still be required to take additional steps to protect all infrastructure"

Replace item 8.8.4 with the following:

"PSA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the schedule the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSA 8.2.2.1 The contract period during the normal industry working period payment ..... **Unit: Sum**

Payment will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in Days (excluding public holidays and the year-end break during December and January), provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the work as a whole.

Should the Employer's Agent grant an extension of the time for completion of the works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

PSA 8.2.2.2 *Public Holidays*..... **Unit: No of Statutory Public Holidays**

The tendered amount per day will be payable for the number of statutory public holidays included in the contract period which replaces normal working days.

Should an extension of time be granted and a public holiday is within this period, the Contractor will be entitled to additional payment for each additional public holiday which replaces a working day.

PSA 8.2.2.3 *Annual holiday period during December and January* ..... **Unit: Sum**

The tendered sum will be payable for the annual holiday not exceeding 15 working days in duration which falls within the construction period. Should an extension of time be granted which extends the contract period beyond the annuall holiday, the Contractor will be entitled to payment as tendered for this item 8.2.2.3.

Payment for such increased amounts determined in accordance with PSA 8.2.2.1 to PSA 8.2.2.2 will be taken to be in full compensation for all additional time-related preliminary and general costs, that result from the circumstances pertaining to the extension of time granted."

PSA 8.3 **Scheduled Fixed-Charge and Value-Related Items**

Replace the items with the following:

"PSA 8.3.1 Fixed preliminary and general charges ..... **Unit: Sum**

PSA 8.3.2 Value-related preliminary and general charges ..... **Unit: Sum**

The sums tendered shall collectively include full compensation for all fixed and value-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.1."

Add the following subclause:

"PSA 8.3.5 Locate, record, protect and reinstate pegs ..... **Unit: Sum**

This item must cover all costs incurred to locate, record and protect pegs during the duration of the contract and the reinstatement of all disturbed pegs on completion of the contract in the manner as prescribed by the Land Survey Act."

PSA 8.4 **Scheduled Time-Related Items**

Replace the items with the following:

"PSA 8.4.1 Time-related preliminary and general charges

PSA 8.4.1.1 *The contract period during the normal industry working period payment*..... **Unit: Sum**

PSA 8.4.1.2 *Public Holidays*..... **Unit: No**

PSA 8.4.1.3 *Year-end break(s) not exceeding 15 working days in duration*..... **Unit: Sum**

The sums and rate tendered for items PSA 8.4.1.1 to PSA 8.4.1.3 shall include full compensation for all time-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.2."

PSA 8.6 **Prime Cost Items**

Replace Subclause 8.6 with the following:

- Head-office and site overheads and supervision.
- Profit and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works.
- Providing facilities for the Employer's Agent and his staff as specified in Part C3.4: Construction Site Establishment.
- Providing and erecting two new contract name boards as shown on the drawings.
- Providing all the required documentation described in Part C3.
- Adhering and complying with the client's Procurement requirements including the monthly completion of labour and remuneration records."

PSA 8.2 **Payment**

PSA 8.2.1 Fixed-charge and value-related items

Replace the contents of this subclause with the following:
"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid once the works have been completed, the facilities removed and the camp-site cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

(a) The first instalment which is 40% of the sum, will be paid when the contractor has met all his obligations to date under this specification, the general conditions of contract and the special conditions of contract, and where the value of work certified for payment, excluding materials on site and any payments under preliminary and general items is equal to not less than 5% of the total value of the work listed in the schedule of quantities.

(b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding the second instalment referred to herein, exceeds 50% of the tender sum.

(c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the contractor has fulfilled all his obligations to date under this specification, the general conditions of contract and the special conditions of contract.

Should the value of the measured work finally completed by more or less than the tender sum, then the sum tendered under item 8.3.2 will be adjusted pro rata up or down and this adjustment shall be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the time for completion finally authorised."

PSA 8.2.2 Time-related items

Replace the contents of this subclause with the following:

"Three time related items shall be scheduled and shall be full compensation for all time related preliminary and general costs and shall include the following:

- Public holidays
- Year-end break(s) not exceeding 15 working days in duration; and
- The contract period during the normal industry working period outside public holidays and outside the industry shutdown period during December and January.

Subject to the provisions of 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made as follows:

without any allowance for the tolerances specified. Save as hereinafter specified to the contrary, all measurements for determining quantities for purposes of payment will be based on the "authorised" dimensions.

If the work is therefore constructed in compliance with the "authorised" dimensions plus or minus any tolerances allowed, quantities will be based on the "authorised" dimensions regardless of the actual dimensions to which the work has been constructed."

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Employer's Agent may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 **TESTING**

PSA 7.1.1 Checking

Replace the last sentence with the following:

"The contractor shall obtain the services of an independent testing laboratory at his own expense (Refer subclause PS 8.4 of portion 1 of the project specifications) to carry out such checks as are prescribed in the various standardised specifications."

PSA 7.1.2 Standard of finished work not to specification

Insert the words "or checks by an approved laboratory ..." after the words "Where the Employer's Agent's checks ..." in the first line of Subclause 7.1.2.

PSA 7.2 **Approved Laboratories**

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out :

(a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract ;

(b) any testing laboratory owned, managed or operated by the Employer or the Employer's Agent ;

(c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent.

PSA 8 **MEASUREMENT AND PAYMENT**

PSA 8.1 **Measurement**

PSA 8.1.1 Method of Measurement, All Sections of the Schedule

Delete the words *:* "and South West Africa".

PSA 8.1.2 Preliminary and general items or section

PSA 8.1.2.1 *Contents*

Delete item (c).

PSA 8.1.2.2 *Tendered sums*

Replace the contents of this subclause with the following:

"The contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the general conditions of contract and of this standardised specification, except to the extent that provision is made in these project specifications to cover compensation for any of these items of work.
- Cost of all wayleaves.

(d) Implement all necessary measures as to ensure compliance of the Act by all subcontractors engaged by the Contractor and their employees engaged on the Works; and

(e) Comply fully with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the Site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the Site of all parts of the Site and shall co-operate fully in such inspections and shall make available for inspection, all such documents and records as the Employer's and/or Employer's Agent Representative may reasonably require.
Where any such investigations reveal, or where it comes to the Employer's Agent's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the Works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the Works or any part thereof is suspended by the Employer's Agent in terms of this clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Sub-Clause 9.2 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause.

Add the following subclause:

"PSA 5.9 **Site Meetings**

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held twice a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. `Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc, shall be discussed, but not matters concerning the day-to-day running of the Contract."

Add the following :

"PSA 5.10 **Work on, Over, Under or Adjacent to a Railway Line**

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the latest edition of Transnet Specification E7, part 2. The contractor shall obtain a copy of the latest edition, which shall be kept on the site, before any work of this nature is commenced.

Attention is drawn especially to the requirements contained in the E7 Specification regarding approval that must be obtained from Transnet for a work permit or the occupation of property of the Transport Services and the approval of false work and form work plans."

PSA 6 **TOLERANCES**

Add the following subclause:

PSA 6.2 **Degrees of Accuracy**

Add to the subclause:

"Degree of Accuracy 1 shall be applicable to the following parts of the Works unless stated to the contrary elsewhere; weirs, flanges at civil/mechanical interfaces."

"PSA 6.4 **General**

No guarantee is given that the full specified tolerances will be available independently of each other, and the contractor is cautioned in regard to the fact that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities shall for purpose of measurement and payment be determined from the 'authorised' dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the Employer's Agent,

(a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated ; and

(b) any other services which ought reasonably to have been a Known Service in accordance with the provisions of this clause ;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ;

Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Employer's Agent, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided therefor in the respective sections of the Specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the contractor shall not carry out any alterations to existing services. Where this may be necessary, the contractor shall inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service or instruct the contractor to make such arrangements himself.

Where existing services are damaged by the contractor, he shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and shall obtain instructions as to who should carry out repairs. In urgent cases the contractor shall take all necessary steps to minimise damage to and the interruption of the service. No repairs shall be attempted to telecommunication cables or electric power lines and cables.

No liability for damages arising from any delay in having such alterations or repairs effected will be accepted by the employer. The contractor shall provide all reasonable opportunity, access and assistance to persons doing alterations or repairs to existing services."

PSA 5.7 **Safety**

Replace the contents of subclause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at its own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items):

(a) Provide to its Employees on the Site of the Works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times; and

(b) Provide, install and maintain on all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the Site, as well as the general public; and

(c) Implement on the Site of the Works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times; and

CONTRACT- CBS 01/2023/24

Made and entered into by and between:

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by WSE Solomons-Johannes

(Hereinafter referred to as "MUNICIPALITY")

And

UMZALI CIVILS (PTY) LTD. (REGISTRATION NO.: 2006/021891/07) duly represented herein by .....

(Identity Number .....)

(Hereinafter referred to as "SERVICE PROVIDER")

WHEREAS the Municipality awarded contract no. **CBS 01/2023/24: Emergency Upgrading of the Caledon Bulk Sewer Line**

WHEREAS the parties wish to proceed to enter into a contract to conclude, the award made to the service provider in terms of Regulation 36 of the SCM Policy based on tender no. ENG 11/2023/24.

AND WHEREAS the conditions and provisions of the Tender document, as advertised, will be applicable to the contract.

NOW THEREFORE the parties agree to as follows:

1. The contract is for an amount of R 9 184 795.67 (Nine Million One Hundred Eighty Four Thousand Seven Hundred Ninety Five Rand Sixty Seven Cents) VAT inclusive and contingencies exclusive with a 142 day construction period.
2. The contract commences on Monday, 02 October 2023.

THUS DONE AND SIGNED on the ....19....day of....09.....2023

at.....Caledon..... by.....WS Simon..... for and on behalf of **UMZALI CIVILS (PTY) LTD.** in His capacity as Owner/Director and properly authorised thereto.

AS WITNESS:

1. .....

2 .....

.....

FOR AND ON BEHALF OF
UMZALI CIVILS (PTY) LTD.

THUS DONE AND SIGNED on the ....29....day of....September.....2023

at.....Caledon..... by.....WSE Solomons-Johannes..... for and on behalf of the Municipality in his capacity as Municipal Manager and properly authorised thereto by ordinary resolution of the Municipality.

AS WITNESS:

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

.....

FOR AND ON BEHALF OF
THEEWATERSKLOOF MUNICIPALITY

29/09/2023

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
A	SABS 1200 A	GENERAL as specified in SABS 1200 A and in the project specifications					
A.1	8.3	FIXED CHARGES AND VALUE RELATED ITEMS					
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	323 841.86	323 841	86
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1	N:L	N:L	
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:					
A.1.3		Locate, record, protect and reinstate pegs	Sum	1	N:L	N:L	
A.2	PSA 8.4	SCHEDULED TIME RELATED ITEMS					
	PSA 8.4.1	Time related preliminary and general charges :					
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	1 930 351.32	1930 351	32
A.2.2	8.4.1.2	Public Holidays	No	18	N:L	N:L	
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1	N:L	N:L	
A.3	PSA 8.6	PRIME COST SUMS					
		(1) Communication allowances for Employer's Agent's Representative:					
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum			5,000	00
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	5,000.00	N:L	N:L	
		(2) Additional testing of materials required by Engineer:					
A.3.3		(a) Cost of testing	Prov Sum			30,000	00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	30,000	N:L	N:L	
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :					
A.3.5		(a) Cost of as built surveys	Prov Sum			20,000	00
Total Carried Forward						2 369 173	18

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						2 869 193	11
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	20,000	Nil	NIL	
		(4) Employment of Community Liason Officer (CLO):					
A.3.7		(a) Employment of CLO	Prov Sum			40,000	00
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	40,000	Nil	NIL	
A.4	PSA 8.7	DAYWORK					
	PSA 8.7.1	Dayworks:					
		(a) Vehicles, plant and equipment:					
		(3) Hydraulic excavator with bucket at least 500 mm wide					
A.4.1		20 Ton (> 115kW @ 1800 rmp)	h	5	387,33	1936,	65
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	397,83	1934,	15
A.4.3		(4) Loader Backhoe	h	5	198,75	993,	75
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	425,02	2125,	10
A.4.5		(6) Tipper truck, more than 5m³ capacity	h	5	334,90	1674,	50
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	285,87	1429,	35
		(9) Water trucks:					
A.4.7		(i) 12 kl. capacity	h	5	215,16	1075,	80
		Labour:					
		(a) Labour:					
A.4.8		(1) Labourer	h	8	56,38	451,	04
A.4.9		(2) Semi-skilled labourer	h	8	62,91	503,	28
A.4.10		(3) Skilled labourer	h	8	64,27	514,	16
A.4.11		(4) Artisan	h	8	62,91	503,	28
A.4.12		(5) Team Leader	h	8	66,67	533,	36
A.4.13		(6) Foreman	h	8	121,21	969,	68
A.4.14		(7) Surveyor	h	8	181,82	1454,	56
A.5	PSA 8.8	TEMPORARY WORKS					
Total Carried Forward						2 215 274	34

00000001:9

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						2 265 294	34
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	4 755.15	4 755	15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetery	Sum	1	N.L	N.L	
	PSA 8.8.4	Location and protection of existing services:					
	PSA 8.8.4.1	Provision of detecting devices for:					
A.5.3		(a) Water and sewer pipes	Sum	1	Nil	Nil	
A.5.4		(b) Electrical and other cables	Sum	1	Nil	Nil	
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services and infrastructure in all materials:					
A.5.5		(a) In roadways	m³	200	Nil	Nil	
A.5.6		(b) In all other areas	m³	100	Nil	Nil	
	PSA 8.8.7	Dealing with water:					
A.5.7		(a) Dealing with subsurface water	Sum	1	5516.73	5516	73
A.5.8		(b) Dealing with surface water	Sum	1	Nil	Nil	
A.5.9	PSA 8.8.10	Dust control	Sum	1	Nil	Nil	
A.6	PSA 8.9	STANDING TIME COST					
A.6.1		(a) Plant	Day	1	Nil	Nil	
A.6.2		(b) Labour	Day	1	Nil	Nil	
A.6.3		(c) Other	Day	1	Nil	Nil	
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	149 500 ~~149 500~~	149 500 ~~149 500~~	00
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	2500	2500	
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	Nil	Nil	
Total Carried Forward To Summary						2 428 515	22

SCHEDULE B: SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
B	SABS 1200 C	SITE CLEARANCE					
B.1		CLEAR SITE					
	PSC 8.2.1	Clear and grub:					
		Pipeline routes					
B.1.1		6 m wide	m²	5,300	3,84	20 458	
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to					
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	Nil	Nil	
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	Nil	Nil	
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m²	900	14,95	13 455	
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m²	900	14,95	13 455	
B.1.6	PSC 8.2.12	Rip and clear turned and paved areas	m²	50	Nil	Nil	
Total Carried Forward To Summary						47 368	

0000000111

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
C		SEWERS					
C.1	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)					
		as specified in SABS 1200 DB and in the project specifications					
C.2		PIPELINE TRENCHES					
	PSDB 8.3.2	Excavation:					
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:					
		Pipes over 200 mm dia up to 800 mm dia for depths:					
C.2.1		Up to 1,5 m	m		1052,23	Rate Only	
C.2.2		Over 1,5 m up to 2,5 m	m	340	1052,23	357758,	20
C.2.3		Over 2,5 m up to 3,5 m	m	300	1143,65	345005	
C.2.4		Over 3,5 m up to 4,5 m	m	70	1295,21	90 664,	70
	PSDB 8.3.2	(b) Extra over item (a) above for:					
C.2.5		(1) Intermediate excavation	m³	190	217,56	41 296,	40
C.2.6		(2) Hard rock excavation	m³	210	Nil	Nil	
		(3) Hand excavation and backfill where directed by the Employer's Agent					
C.2.7		(3.1) Soft material	m³	10	281	2810	
C.2.8		(3.2) Intermediate material	m³	10	281	2810	
	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom					
C.2.9		(1) Intermediate material	m³	10	217,36	2173,	60
C.2.10		(2) Hard rock material	m³	120	Nil	Nil	
	PSDB 8.3.3	Excavation ancillaries:					
C.2.11	8.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 8% cement where directed by the Engineer	m³	65	336,36	21 863,	40
	8.3.3.1	Make up deficiency in backfill material:					
C.2.12		(a) from other necessary excavations on site	m³		311,04	Rate Only	
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m³	400	70	28 000	
Total Carried Forward						1 110 383	30

0000000112

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						1 To 383	30
C.2.14	PSDB 8.3.3.3	Compaction in road crossings	m³	30	Nil	Nil	
	8.3.4	Particular items:					
		(a) Shore trench opposite structure or service or in restricted work space					
C.2.15		Depth up to 1.0m	m	20	Nil	Nil	
C.2.16		Over 1.0m up to 2.0m	m	30	Nil	Nil	
C.2.17		Over 2.0m up to 3.0m	m	30	Nil	Nil	
C.2.18		Over 3.0m up to 4.0m	m	80	Nil	Nil	
	8.3.5	Existing services that intersect or adjoin a pipe trench:					
		(a) Services that intersect a pipe trench:					
C.2.19		(1) LT electricity cables	No	1	Nil	Nil	
C.2.20		(2) HT electricity cables	No	7	Nil	Nil	
C.2.21		(3) Telkom	No	3	Nil	Nil	
C.2.22		(4) Watermains	No		450	Rate Only	
C.2.23		(5) Stormwater	No		460	Rate Only	
C.2.24		(6) Sewer	No	4	Nil	Nil	
		(b) Services that adjoin a trench:					
C.2.25		(1) Foul sewer	m	120	Nil	Nil	
C.2.26		(2) HT electrical cables	m	30	Nil	Nil	
C.2.27		(3) Watermains	m		+500	Rate Only	425
	PSDB 8.3.6	Finishing:					
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:			837,06	12 585,	90
C.2.28		(a) Asphalt roads and sidewalks	m²	15	~~485,52~~	~~7279,~~	~~80~~ LO
C.2.29		(b) Gravel roads and sidewalks	m²	20	~~123,60~~ 171, 50	~~2473,~~ 3430	~~60~~ 40
Total Carried Forward						1 16 361	20

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						96 329	20
C.3	SABS 1200 LB	BEDDING (PIPES)					
		as specified in SABS 1200 LB and in the project specifications					
	PSLB 8.2.1	Provision of bedding from trench excavations:			31,04	155,	20
C.3.1		(a) Selected granular material	m³	5	~~31,04~~	~~155,~~	20
C.3.2		(b) Selected fill material	m³	5	31,04	155,	20
	8.2.2.3	From commercial sources:			31,04	155, 20	20
C.3.3		(a) Selected granular material	m³	100	Nil	Nil	
C.3.4		(b) Selected fill material	m³	600	Nil	Nil	
C.3.5	PSLB 8.2.6	Extra over items 8.2.1 and 8.2.2 for bedding stabilized with 5% cement	m³	10	~~102,93~~	~~1027,~~	80
C.4	SABS 1200 LD	SEWERS			174,69	1746,	80
		as specified in SABS 1200 LD and in the project specifications					
	8.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline					
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints					
C.4.1		250mm dia	m	20	513,49	10 269,	80
C.4.2		300mm dia	m		889,95	Rate Only	
C.5		GRP (SN 8000 PN6)					
C.5.1		400mm dia	m	160	1746,96	279 513,	60
C.5.2		500mm dia	m	490	2272,22	1113387,	80
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0 degree to 5 degree:					
C.5.3		a) 0 to 10 degree bends	No	1	28 413,32	28 413,	32
C.5.4		b) >10 to 30 degree bends	No	2	28 413,38	56 826,	76
C.5.5		c) >30 to 60 degree bends	No	4	28 413,58	113 653,	52
C.5.6		d) >60 to 90 degree bends	No	3	32 883,38	98 650,	14
		Extra-over item C.5.3 and C.5.4 for short lenghts (0.8m) at connection to manholes and structures:					
Total Carried Forward						269 141	00

0000000114

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						2609 841	40
C.5.7		400mm dia	No	6	3321,42	19 929,	72
C.5.8		500mm dia	No	20	3751,62	75 032,	40
	8.2.3	Manholes:					
		Concrete manholes:					
	PSLD 8.2.3	With heavy duty ductile iron Z600D Securex hinged cover and frame as per detail drawings complete for depths:					
C.5.9		1m - 1,5m	No	1	40 296,88	40 296,	88
C.5.10		1,5m - 2,0m	No	3	42 962,46	128 887,	38
C.5.11		2,0m - 2,5m	No	2	50 093,19	100 186,	38
C.5.12		2,5m - 3,0m	No	4	52 242,46	208 970,	64
C.5.13		3,0m - 3,5m	No	2	61 926,12	123 852,	24
C.5.14		3,5m - 4,0m	No	1	63 146,12	63 146,	12
C.5.15		4m - 4,5m	No		79 176,07	Rate Only	
	PSLD 8.2.11	Connection to existing sewer:					
		(a) Breaking into existing manholes for depths:					
C.5.16		2,0m - 2,5m	No		29 000	Rate Only	
C.5.17		3,5m - 4,0m	No	1	25 000	25 000	
C.5.18		(b) Breaking into existing sewer and building a new manhole	No	1	49 462,46	49 462,	46
C.5.19	PSLD 8.2.13	Dealing with sewage	Sum	1	45 000	45 000	00
Total Carried Forward To Summary						3 489 505	22

0000000115

SCHEDULE D: GABIONS AND PITCHING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
D	SABS 1200 DK	GABIONS AND PITCHING as specified in SABS 1200 DK and in the project specifications					
D.1		SCHEDULED ITEMS					
	8.2.1	Surface preparation for bedding of gabions:					
D.1.1		(a) Cavities filled with approved excavated material or rock	m²	40	56,19 ~~44,90~~	Rate Only	
	8.2.2	Gabions:					
		(a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:					
D.1.2		(1) 80 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m²	40	2876,08 ~~2300,87~~	Rate Only	
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs:					
		(a) Below foundation mattress:					
D.1.3		(1) AG200- Minimum Energy Absorption (8.5kN/m) or approved equivalent	m²	40	18,93 ~~15,15~~	Rate Only	
Total Carried Forward To Summary						Nil	

SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (CEMETERY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
E		**HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)** as specified in the Southern African Society for Trenchless Technology (SASTT) Part TT8: Horizontal Directional Drilling and in the project specifications					
E.1		Establishment on site *(The sum shall cover the charges for providing and establishing on the contract site of works, the personnel, plant, equipment, and materials necessary for the installation of pipes, and the subsequent removal on completion of the HDD work. A payment of 80 % of the sum will be made on the HDD establishment on site and the balance of 20 % on the HDD removal from site.)*	Sum	1	75527,51	75 527,	51
E.2		HDD installation setup *(The rate shall cover the cost of setting up for each HDD installation, for providing and establishing on site the personnel, plant, equipment and materials necessary for the HDD procedures to install the pipeline including obtaining wayleaves, protecting services, the verification of existing services, preparing the drill plan, implementing safety control requirements, giving notice, site inspection and photographic records, providing any watching and lighting and maintaining all temporary works until the installation is complete and the subsequent removal of temporary works, plant and equipment and making good. Payment will be made on completion and approval of the installation.)* Excavation of drilling pits *(The rate shall cover the cost of excavation, shoring, backfilling, compaction and final trimming and/or repair of final surfacing in accordance with SANS 1200 DB Clause 8.3.2.)*	No	1	7500.00	7 500	00
E.3		Soft excavation	m³	200	Nil	Nil	
E.4		Intermediate excavation	m³	30	Nil	Nil	
E.5		Hard rock excavation	m³	10	Nil	Nil	
E.6		Extra over items E3 to E5 for unforeseen rock or boulders	Sum	1	NIL	NIL	
E.7		Hand excavation of pits *(Excavation of pits by hand to locate existing services or provide waypoint pits to check on drilling progress. The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)*	m³	60	Nil	Nil	
Total Carried Forward						83 027	51

SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (CEMETERY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						83 017	50
		HDD installation of pipes *(Payment for installed pipe shall be full compensation for the preparatory work, drilling of the pilot bore, pre-reaming, reaming and pullback of the pipe(s), including operation of the drilling fluid system and guidance system, and survey control, safety control, protection of existing services and structures, disposal of excavation spoil and drilling fluids and testing of the pipeline. The payment shall include for supply and assembly of the pipes into a continuous pipeline, whether by welding or mechanical joints as specified.)*					
E.8		500mm dia HDPE PN12.5 complete with butt welded joints as per SANS 0266-1 and SABS ISO 4427 of 1996	m	110	540.00	54 000	00
E.9		Extra over HDD installation of pipes in rock	m	80	N.L	N.L	
E.10		CCTV inspection of installed pipes *(Payment shall include for all labour, plant, equipment, supervision necessary to inspect the installed pipes and provide a video recording and report.)*	m	110	90.00	9 900	00
E.11		Allow for overpumping of sewer on existing network while installation of new pipe by means of HDD *(Above rate will cover all the costs, including supply and maintaining of suitable pump, blocking and unblocking of existing 900mm diameter pipe)*	Sum	1	12 000.00	12 000	00
E.12		Standing time for HDD gang and equipment	h	18	N.L	N.L	
Total Carried Forward To Summary						611 917	50

SCHEDULE F: PIPE JACKING (RAILWAY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
F	SABS 1200 LG	PIPE JACKING (RAILWAY)					
		as specified in SABS 1200 LG and in the project specifications					
	8.2.1	Jacking establishment:					
F.1		(a) Fixed charges	Sum	1	314 750	314 750	
F.2		(b) Time related charges	Sum	1	191360.00	191 360	
	8.2.2	Supply of pipes to be jacked:					
F.3		1117mm diameter (ND) Class 100D concrete pipe	m	30	6 545.00	196 350	
	8.2.3	Jacking of pipes:					
F.4		1117mm diameter (ND) Class 100D concrete pipe	m	30	9500.00	285 000	
	8.2.4	Excavation for jacking:					
F.5		Soft excavation	m³	220	Nil	Nil	
F.6		Intermediate excavation	m³	30	Nil	Nil	
F.7		Hard rock excavation	m³	10	Nil	Nil	
F.8	8.2.5	Extra over items 8.2.1 and 8.2.4 for unforeseen rock or boulders	Sum	1	Nil	Nil	
F.9	8.2.10	Standing time for pipe jacking gang and the jacking equipment covered by item 8.2.1	h	16	2500.00	40 000	00
	PSLG 8.2.11	Supply, lay, install, joint, fix and teste the pipes in the sleeve			9298,33	277 749,	90
F.10		DN 800mm PN6, SN5000 GRP pipe	m	30	3676.00	110 280	00
F.11	PSLG 8.2.12	Grouting between concrete pipe sleeve and the GRP gravity main using 1:3 cement: sand mixture	m³	50	335.00	167 50	
					Nil	Nil	
Total Carried Forward To Summary						1 314 410	

1 314 409, 90

0090000119

SUMMARY OF SECTIONS

ITEM	DESCRIPTION	AMOUNT
SCHEDULE A	PRELIMINARY AND GENERAL	R 2 484 548.22
SCHEDULE B	SITE CLEARANCE	R 47 368
SCHEDULE C	SEWERS	R 3 489 505.22
SCHEDULE D	GABIONS AND PITCHING	R Nil
SCHEDULE E	HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)	R 698 927.51 ~~698 927 110~~
SCHEDULE F	PIPE JACKING (RAILWAY)	R ~~1 314 410~~ 1 314 409.90
	Sub-Total of Sections	R 7 986 778.85
	Contingencies: Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.	798 677.88
	TOTAL INCLUDING CONTINGENCIES	R 8 785 456.73
	ALLOW 15% FOR VALUE ADDED TAX	R 1 317 818.51
TOTAL CARRIED FORWARD PART C1.1 FORM OF OFFER AND ACCEPTANCE		R 10 103 275.24

Annexure B: Consultants Motivation

Caring
Innovative
Focussed

Neil
LYNERS
and Associates (Pty) Ltd

Consulting Engineers & Project Managers

Postal Address : P O Box 4901 TYGERVALLEY 7536
Street Address : South Gate Building, Ground Floor
South Gate Entrance, Carl Cronjé Drive
Tyger Valley Waterfront BELLVILLE 7630

Tel: +27 (0) 21 914 0300
E-mail: bellville@lyners.co.za
Website: www.lyners.co.za

Our reference : C20174/COR/CK/dtg/25

Your reference :

04 April 2024

Theewaterskloof Municipality
6 Plein Street
CALEDON
7230

Attention: Mr. Nigel Kayser

Sir

CONTRACT NO: CBS01/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B – MOTIVATION TO COMPLETE PORTION 2

With reference to the appointment of Umzali Civils (Pty) Ltd for Portion 1 of Caledon Bulk Sewer Phase 4B, the following.

Based on recent communication confirming the availability of additional funding to complete Caledon Bulk Sewer Phase 4B Portion 2, we would like to motivate the extension of the current contract the Municipality has with Umzali Civils (Pty) Ltd to complete the required scope of work. Based on the final remeasurements of Portion 1 as well as the available funding, the appointment will have to be extended by approximately 15%.

It is our view that this will be the most feasible option for the Municipality based on the following facts:

- No additional de-establishment and re-establishment costs.
- The rates used are based on 2023 rates. To go out on tender for the relatively small scope of work will reduce the length of pipe that can be installed under the current contract.
- All wayleaves are in place to complete Portion 2.
- The next portion of the existing old bulk sewer network will be able to connect to the new network.
- Reduced professional costs. All designs and construction documentation are in place. The only additional costs for the Municipality will be the additional Health and Safety Audits, the Environmental Audits and site supervision to complete Portion 2.

We trust the above will assist in the approval to continue with Portion 2. Please note that an urgent instruction will be required to continue as the Contractor will need to order the additional materials.

Yours faithfully

Charl Koegelenberg Pr Tech Eng
for LYNERS

Annexure D: Budget

KAPIT

Production

ASHLEY HENDRICKS

05 APRIL 2024 08:39

Capital Budget Items

FinYear 2324 **mSCOA Config** 076010101634

Not Transferred to Asset Register

VAT Liability 0 %

Project 0PC 001 001 002 005 004 (CKPA5/BAS/SO6/1766) - Capital:Infrastructure:Existing:Upgrading:Sanitation Infrastructure:Outfall Sewers

Function 0FX 015 001 002 - Function:Waste Water Management:Core Function:Sewerage

Funds 1001 Borrowing for R 10000000
0FD 002 003 001 001 002 006 001 - Specify

Region 0RX 002 003 005 002 003 004 001 002 006 - DC3 Overberg:WC031 Theewaterskloof:Ward:Caledon

Costing 0CO 003 - Costing:Default

Administrative Information

Asset	Caledon - Bulk outfall sewer upgrade
Description	Caledon - Bulk outfall sewer upgrade
Cost Centre	6010 Sewerage: Networks
Asset Type	SEWERAGE PURIFICATION & RETICULATION 1006

Budget Information

Original	10,000,000+
Adjustments	1,303,286+
Total	11,303,286+
Available on WO	0
Available	4,924,708.85+

Unprocessed Accruals

On Order	12,920.02+(IN)
On Order	12,920.02+(EX)
GRN	
Other	

Fin Months	Budget	Adj.Budget	Total Budget	Expenditure	Available
Jul '23	833,333	0	833,333+	0	833,333.00+
Aug '23	833,333	0	833,333+	0	1,666,666.00+
Sep '23	833,333	0	833,333+	0	2,499,999.00+
Oct '23	833,333	0	833,333+	0	3,333,332.00+
Nov '23	833,333	0	833,333+	829,473.13+	3,337,191.87+
Dec '23	833,337	0	833,337+	1,784,435.09+	2,386,093.78+
Jan '24	833,333	0	833,333+	67,704.20+	3,151,722.58+
Feb '24	833,333	0	833,333+	1,519,081.13+	2,465,974.45+
Mar '24	833,333	325,822+	1,159,155+	2,164,963.58+	1,460,165.87+
Apr '24	833,333	325,822+	1,159,155+	0	2,619,320.87+
May '24	833,333	325,822+	1,159,155+	0	3,778,475.87+
Jun '24	833,333	325,820+	1,159,153+	0	4,937,628.87+
Period 13				0	4,937,628.87+
Period 14				0	4,937,628.87+
Period 15				0	4,937,628.87+
Totals	**10,000,000**	**1,303,286+**	**11,303,286+**	**6,365,657.13+**	

Capitalisation Accounting

Asset	036010005043
Work in Progress	☐
Acquisition Type	New
Start Date	0
End Date	0
Quantity	1.00

2324 076010101634 - Capital Budget Item successfully displayed

Ashley Hendricks

From: WG Stoman <wg@umzalicivils.co.za>
Sent: Friday, 05 April 2024 19:58
To: Nigel Kayser; Stan Mitchell; Ashley Hendricks
Cc: Denver Damons; charl@lyners.co.za; Charl Koegelenberg; Dwayne Gilbert; Marius Crous
Subject: 20174 - Caledon Bulk Sewer - Addition Works
Attachments: Umzali Civils .pdf; Umzali Summary Page.pdf

Good day,

Please see attached as requested.

Kind Regards

Umzali Civils (Pty) Ltd
Erf 1045, C/o Wimbledon and Metal Road, Blackheath, 7580
P.O. Box 23, Viottenburg, 7604
Telephone: +27 21 881 3152 | Fax: +27 21 881 3512
info@umzalicivils.co.za

Dear Sir

CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 2

We hereby submit our quotation for the additional work to be done.

The value of the works will be R 1 228 611.30 ex Vat as per BOQ submitted previously.

If you have any questions, please feel free to contact me.

Kind Regards,

WG STOMAN
Estimator

M 060 504 1626
E wg@umzalicivils.co.za

DIRECTORS: E Bossi, I Mpengezi, PP Mpengezi
GENERAL MANAGER CONTRACTS: SJ Mitchell

REGISTRATION NUMBER: 2006/021691/07
VAT NUMBER: 4680198803
Level 1 BBBEE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A	**SABS 1200 A**	**GENERAL** as specified in SABS 1200 A and in the project specifications				
A.1	**8.3**	**FIXED CHARGES AND VALUE RELATED ITEMS**				
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	R129 536,74	R129 536,74
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1	R0,00	R0,00
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:				
A.1.3		Locate, record, protect and reinstate pegs	Sum	1	R0,00	R0,00
A.2	**PSA 8.4**	**SCHEDULED TIME RELATED ITEMS**				
	PSA 8.4.1	Time related preliminary and general charges :				
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	R477 344,79	R477 344,79
A.2.2	8.4.1.2	Public Holidays	No	3	R0,00	R0,00
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1	R0,00	R0,00
A.3	**PSA 8.6**	**PRIME COST SUMS**				
		(1) Communication allowances for Employer's Agent's Representative:				
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1	R2 500,00	Rate Only
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	Rate Only	R0,00	Rate Only
		(2) Additional testing of materials required by Engineer:				
A.3.3		(a) Cost of testing	Prov Sum	1	R15 000,00	R15 000,00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	15 000	R0,00	R0,00
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :				
A.3.5		(a) Cost of as built surveys	Prov Sum	1	R7 500,00	Rate Only
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	Rate Only	R0,00	Rate Only
Total Carried Forward						R621 881,53

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R621 881,53
		(4) Employment of Community Liason Officer (CLO):				
A.3.7		(a) Employment of CLO	Prov Sum	1	R12 000,00	R12 000,00
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	12 000	R0,00	R0,00
A.4	**PSA 8.7**	**DAYWORK**				
	PSA 8.7 1	Dayworks:				
		(a) Vehicles, plant and equipment:				
		(3) Hydraulic excavator with bucket at least 500 mm wide				
A.4.1		20 Ton (> 115kW @ 1800 rmp)	h	5	R387,33	Rate Only
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	R387,33	Rate Only
A.4.3		(4) Loader Backhoe	h	5	R198,75	Rate Only
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	R425,02	Rate Only
A.4.5		(6) Tipper truck, more than 5m³ capacity	h	5	R334,90	Rate Only
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	R285,87	Rate Only
		(9) Water trucks:				
A.4.7		(i) 12 kL capacity	h	5	R215,16	Rate Only
		Labour:				
		(a) Labour:				
A.4.8		(1) Labourer	h	8	R56,38	Rate Only
A.4.9		(2) Semi-skilled labourer	h	8	R62,91	Rate Only
A.4.10		(3) Skilled labourer	h	8	R64,27	Rate Only
A.4.11		(4) Artisan	h	8	R62,91	Rate Only
A.4.12		(5) Team Leader	h	8	R66,67	Rate Only
A.4.13		(6) Foreman	h	8	R121,21	Rate Only
A.4.14		(7) Surveyor	h	8	R181,82	Rate Only
A.5	**PSA 8.8**	**TEMPORARY WORKS**				
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	R14 755,15	R14 755,15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetery	Sum		R0,00	Rate Only
Total Carried Forward						R648 636,68

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R648 636,68
	PSA 8.8.4	Location and protection of existing services:				
	PSA	Provision of detecting devices for:				
A.5.3		(a) Water and sewer pipes	Sum	1	R0,00	R0,00
A.5.4		(b) Electrical and other cables	Sum	1	R0,00	R0,00
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services and infrastructure in all materials:				
A.5.5		(a) In roadways	m³	50	R0,00	R0,00
A.5.6		(b) In all other areas	m³	25	R0,00	R0,00
	PSA 8.8.7	Dealing with water:				
A.5.7		(a) Dealing with subsurface water	Sum	1	R5 518,73	R5 518,73
A.5.8		(b) Dealing with surface water	Sum	1	R0,00	R0,00
A.5.9	PSA 8.8.10	Dust control	Sum	1	R0,00	R0,00
A.6	**PSA 8.9**	**STANDING TIME COST**				
A.6.1		(a) Plant	Day	1	R0,00	R0,00
A.6.2		(b) Labour	Day	1	R0,00	R0,00
A.6.3		(c) Other	Day	1	R0,00	R0,00
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	R25 250,00	R25 250,00
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	R2 500,00	R2 500,00
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	R0,00	R0,00
Total Carried Forward To Summary						R681 905,41

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B	**SABS 1200 C**	**SITE CLEARANCE**				
B.1		**CLEAR SITE**				
	PSC 8.2.1	Clear and grub:				
		Pipeline routes				
B.1 1		6 m wide	m²	624	R3,86	R2 408,64
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	R0,00	R0,00
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	R0,00	R0,00
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m³	94	R14,95	R1 405,30
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m³	94	R14,95	R1 405,30
B.1.6	PSC 8.2.12	Rip and clear tarred and paved areas	m³	50	R0,00	R0,00
Total Carried Forward To Summary						R5 219,24

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C		**SEWERS**				
C.1	**SABS 1200 DB**	**EARTHWORKS (PIPE TRENCHES)**				
		as specified in SABS 1200 DB and in the project specifications				
C.2		**PIPELINE TRENCHES**				
	PSDB	Excavation:				
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:				
		Pipes over 200 mm dia up to 600 mm dia for depths:				
C.2.1		Up to 1,5 m	m	12	R1 052,23	R12 626,76
C.2.2		Over 1,5 m up to 2,5 m	m		R1 052,23	Rate Only
C.2.3		Over 2,5 m up to 3,5 m	m	95	R1 143,35	R108 618,25
C.2.4		Over 3,5 m up to 4,5 m	m		R1 295,21	Rate Only
	PSDB	(b) Extra over item (a) above for:				
C.2.5		(1) Intermediate excavation	m^3	70	R217,36	R15 215,20
C.2.6		(2) Hard rock excavation	m^3	25	R0,00	R0,00
		(3) Hand excavation and backfill where directed by the Employer's Agent				
C.2.7		(3.1) Soft material	m^3	5	R281,00	R1 405,00
C.2.8		(3.2) Intermediate material	m^3	5	R281,00	R1 405,00
	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom				
C.2.9		(1) Intermediate material	m^3	35	R217,36	R7 607,60
C.2.10		(2) Hard rock material	m^3	15	R0,00	R0,00
	PSDB	Excavation ancillaries:				
C.2.11	8.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 5% cement where directed by the Engineer	m^3	25	R336,36	R8 409,00
	8.3.3.1	Make up deficiency in backfill material:				
C.2.12		(a) from other necessary excavations on site	m^3		R311,04	Rate Only
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m^3	50	R70,00	R3 500,00
C.2.14	PSDB 8.3.3.3	Compaction in road crossings	m^3	30	R0,00	R0,00
Total Carried Forward						R158 786,81

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R158 786,81
	8.3.4	Particular items:				
		(a) Shore trench opposite structure or service or in restricted work space				
C.2.15		Depth up to 1.0m	m		R1 800,00	Rate Only
C.2.16		Over 1.0m up to 2.0m	m		R2 850,00	Rate Only
C.2.17		Over 2.0m up to 3.0m	m		R3 850,00	Rate Only
C.2.18		Over 3.0m up to 4.0m	m		R5 500,00	Rate Only
	8.3.5	Existing services that intersect or adjoin a pipe trench:				
		(a) Services that intersect a pipe trench:				
C.2.19		(1) LT electricity cables	No	1	R0,00	
C.2.20		(2) HT electricity cables	No	2	R0,00	
C.2.21		(3) Telkom	No	2	R0,00	
C.2.22		(4) Watermains	No		R450,00	Rate Only
C.2.23		(5) Stormwater	No		R450,00	Rate Only
C.2.24		(6) Sewer	No	2	R0,00	Rate Only
		(b) Services that adjoin a trench:				
C.2.25		(1) Foul sewer	m	20	R0,00	Rate Only
C.2.26		(2) HT electrical cables	m	10	R0,00	Rate Only
C.2.27		(3) Watermains	m		R500,00	Rate Only
	PSDB	Finishing:				
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:				
C.2.28		(a) Asphalt roads and sidewalks	m²	15	R837,06	R12 555,90
C.2.29		(b) Gravel roads and sidewalks	m²	20	R171,50	R3 430,00
C.3	**SABS 1200 LB**	**BEDDING (PIPES)**				
		as specified in SABS 1200 LB and in the project specifications				
	PSLB 8.2.1	Provision of bedding from trench excavations:				
C.3.1		(a) Selected granular material	m³	5	R31,04	R155,20
C.3.2		(b) Selected fill material	m³	5	R31,04	R155,20
	8.2.2.3	From commercial sources:				
Total Carried Forward						R175 083,11

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R175 083,11
C.3.3		(a) Selected granular material	m^3	30	R0,00	R0,00
C.3.4		(b) Selected fill material	m^3	95	R0,00	R0,00
C.3.5	PSLB 8.2.6	Extra over items 8.2.1 and 8.2.2 for bedding stabilized with 5% cement	m^3	10	R174,64	R1 746,40
C.4	**SABS 1200 LD**	**SEWERS**				
		as specified in SABS 1200 LD and in the project specifications				
	8.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline				
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints				
C.4.1		250mm dia	m	12	R513,49	R6 161,88
C.4.2		300mm dia	m		R889,95	Rate Only
C.5		**GRP (SN 5000 PN6)**				
C.5.1		400mm dia	m	95	R1 746,96	R165 961,20
C.5.2		500mm dia	m		R2 272,22	Rate Only
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0 degee to 5 degee:				
C.5.3		a) 0 to 10 degree bends	No	1	R28 413,38	R28 413,38
C.5.4		b) >10 to 30 degree bends	No		R28 413,38	Rate Only
C.5.5		c) >30 to 60 degree bends	No	1	R28 413,38	R28 413,38
C.5.6		d) >60 to 90 degree bends	No	1	R32 883,38	R32 883,38
		Extra-over item C.5.3 and C.5.4 for short lenghts (0.8m) at connection to manholes and structures:				
C.5.7		400mm dia	No	2	R3 321,62	R6 643,24
C.5.8		500mm dia	No		R3 781,62	Rate Only
	8.2.3	Manholes:				
		Concrete manholes:				
	PSLD 8.2.3	With heavey duty ductile iron Z600D Securex hinged cover and frame as per detail drawings complete for depths:				
C.5.9		1m - 1,5m	No	2	R40 296,88	R80 593,76
C.5.10		1,5m - 2,0m	No		R42 962,46	R0,00
Total Carried Forward						R525 899,73

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R525 899,73
C.5.11		2,0m - 2,5m	No		R50 093,19	Rate Only
C.5.12		2,5m - 3,0m	No	1	R52 242,66	R52 242,66
C.5.13		3,0m - 3,5m	No		R61 926,12	Rate Only
C.5.14		3,5m - 4,0m	No		R63 146,12	Rate Only
C.5.15		4m - 4,5m	No		R79 176,07	Rate Only
	PSLD	Connection to existing sewer:				
		(a) Breaking into existing manholes for depths:				
C.5.16		2,0m - 2,5m	No		R25 000,00	Rate Only
C.5.17		3,5m - 4,0m	No		R25 000,00	Rate Only
C.5.18		(b) Breaking into existing sewer and building a new manhole	No		R49 462,46	Rate Only
C.5.19	PSLD	Dealing with sewage	Sum	1	R45 000,00	R45 000,00
Total Carried Forward To Summary						R623 142,39

SCHEDULE D: GABIONS AND PITCHING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D	**SABS 1200 DK**	**GABIONS AND PITCHING**				
		as specified in SABS 1200 DK and in the project specifications				
D.1		**SCHEDULED ITEMS**				
	8.2.1	Surface preparation for bedding of gabions:				
D.1.1		(a) Cavities filled with approved excavated material or rock	m^2		R56,19	Rate Only
	8.2.2	Gabions:				
		(a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:				
D.1.2		(1) 60 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m^3		R2 876,08	Rate Only
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs:				
		(a) Below foundation mattress:				
D.1.3		(1) AG200- Minimum Energy Absorption (6.5kN/m) or approved equivalent	m^2		R18,98	Rate Only
Total Carried Forward To Summary						R0,00

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT R
A	SCHEDULE A: PRELIMINARY AND GENERAL	R681 905,41
	Less R81655.74	-R81 655,74
B	SCHEDULE B: SITE CLEARANCE	R5 219,24
C	SCHEDULE C: SEWERS	R623 142,39
D	SCHEDULE D: GABIONS AND PITCHING	R0,00
	SUBTOTAL	R1 228 611,30
	Add 15% VAT	R184 291,70
Total Carrie	Total Carried Forward To Summary Of Schedules	R1 412 903,00

Theewaterskloof Municipality

THEEWATERSKLOOF MUNICIPALITY

Office of the Director: Financial Services

SUPPLY CHAIN MANAGEMENT POLICY

REQUEST FOR DEVIATION FORM IN TERMS OF REGULATION 36

Section A

Reg. 36	Reason for Deviation	(Mark with X where applicable)
(1)(a)(i)	**In an Emergency: (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)**	X
	Circumstances that warrant emergency dispensation Circumstances that warrant emergency dispensation includes but are not limited to -	
	a) the possibility of human injury or death,	X
	b) the prevalence of human suffering or deprivation of rights,	X
	c) the possibility of damage to property, or suffering and death of livestock and animals, the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,	X
	d) the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,	X
	e) the possibility that the security of the state could be compromised.	
The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.		
(ii)	**Sole supplier**	
(iii)	**Acquisition of special works of art or historical objects where specifications are difficult to compile.**	
(iv)	**Acquisition of animals for zoos and/or nature and games reserves.**	
(v)	**Any other exceptional case where it is impractical or impossible to follow the official procurement processes.**	

Section B

Furnish and motivate reasons for the required deviation:

During the weekend of 22 September 2023, Caledon and surrounds experienced heavy down pours which escalated in infrastructure being damaged. This necessitated emergency response to be activated to rescue human lives from any danger.

We immediately assessed the dire situation and apart from other damaged infrastructure the main priority was the 700mm sewer line that is depositing raw sewer into the Baths River. Apart from live stock being dependent on the river water there is also abstraction for human consumption.

The National Environmental Act 1998 defines in Sec. 30 this occurrence as an incident and further more indicates that the municipality is the responsible entity.

"Control of emergency incidents
S30. (1) In this section—
(a) "incident" means an unexpected sudden occurrence. including a major emission, fire or explosion leading to serious danger to the public or potentially serious pollution of or detriment to the environment. Whether immediate or delayed.
(b) "responsible person.. includes any person who"
(i) is responsible for the incident;
(ii) owns any hazardous substance involved in the incident; or 5

(iii) was in control of any hazardous substance involved in the incident at the time of the incident;

(c) .'relevant authority" means—

(i) a municipality with jurisdiction over the area in which an incident occurs:

Now considering the beforementioned the following is prescribed in terms of chapter 7 of the National Environmental Management Act 1998 Section 28:

S28(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

(2) Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures. include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which—

(a) any activity or process is or was performed or undertaken; or

(b) any other situation exists,

which causes. has caused or is likely to cause significant pollution or degradation of the environment.

(3) The measures required in terms of subsection (1) may include measures

(a) investigate, assess and evaluate the impact on the environment:

(b) inform and educate employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment:

(c) cease, modify or control any act, activity or process causing the pollution or degradation.

(d) contain or prevent the movement of pollutants or the causant of degradation:

(e) eliminate any source of the pollution or degradation: or

(f) remedy the effects of the pollution or degradation."

Urgent repairs need to be undertaken in order to limit further contamination of the river stream and to be compliant with Sec. 19(3), 20(5) and 53(1) of the National Water Act (NWA) Act. No. 36 of 1998): For Pollution of the Water Resource Bads River), Caledon.

Eng 11 2023/24 Bulk sewer Caledon was advertised on 22 June 2023. At the closing we received the following tenders:

Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (calenda days)
Noktada Construction (Pty) Ltd.	5 941 486.50	147
Batsini (Pty) Ltd.	7 801 188.97	135
Lwazi Construction	7 921 555.40	106
Benver Civils + Plant Hire	8 185 928.85	150 – 155
Leafy Space (Pty) Ltd.	8 465 475.76	154
Triple C Maintenance & Services	9 095 355.19	168
Umzali Civils (Pty) Ltd.	10 103 275.24	142
Rods Construction	12 033 984.22	210

In terms of the procurement process followed we suggest that we appoint the service provider Umzali Civils (Pty) Ltd. as he was the only compliant Tenderer in terms of SCM competitive bidding process followed.

In the absence of a Bid Adjudication Committee in terms of Regulation 29 of the municipality's SCM Policy and the urgency of the repairs we are obligated to act as a matter of urgency and emergency with regards to the NEMA Act as stated abovementioned.

It is therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(a)(i) (a)(b)(c) and (d) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer in terms of the exact conditions of the tender advertised and the Consultants Technical report as found attached inclusive of the reasons stated."

Section C

Financial Implication		
Vote Number	**Available Budget**	**Deviation Amount**
07/6010/1/0163/4	**R10 000 000.00 (Excl. VAT)**	**R 7 986 778.85 (Excl. VAT)**
07/6010/1/0163/4	**R10 000 000.00 (Excl. VAT)**	**R 1 358 020.00 (Excl. VAT)**

Section D

Related Parties Declaration						
Does the requested and recommended official have any relationship i.t.o Regulation 45 of the SCM Policy with this supplier?						
Please indicate Yes / No	**No**					
If Yes, provide name and surname and tick the relevant relation as indicated below						
Name and Surname						
Spouse	**Domestic Partner**	**Dependent Child**	**Nondependent Child**	**Grandchild**	**Grandparent**	**Parent**
Relative living in an Common Household	**Brother**	**Sister**	**Parent-in-Law**	**Brother-in-Law**	**Sister-in-Law**	

Section E

1. Requested by Official:	A Hendricks		2023/09/28
	Name	Signature	Date
2. Recommended by Manager:	L Parnell		2023/09/28
	Name	Signature	Date
3. Recommended by: Deputy Dir.	D Damons		2023/09/28
	Name	Signature	Date
4. SCM Comments:	SCM documents is attached		
Reviewed by:	A Martin		2023/09/28
	Name	Signature	Date
5. Approved/ Not Recommended	WSE Solomons-Johannes		2023/09/28
MM	Name	Signature	Date
6. Provide reason if not approved:			

Annexures:

- Annexure A: Budget
- Annexure B: Umzali Civils (Pty) Ltd. Arithmetical Checks
- Annexure C: SCM Documentation
- Annexure D: Form of Offer and Acceptance and BOQ
- Annexure E: Consultants Technical Report

Annexure A: Budget

Production

ASHLEY HENDRICKS

27 SEPTEMBER 2023 11:21

Capital Budget Items

WC031 Theewaterskloof Municipality Production

FinYear 2324 **mSCOA Config** 076010101634 **VAT Liability** 0 %

Not Transferred to Asset Register

Project 0PC 001 001 002 005 004 [CKPAS/BAS/SO6/1766] - Capital:Infrastructure:Existing:Upgrading:Sanitation Infrastructure:Outfall Sewers

Function 0FX 015 001 002 - Function:Waste Water Management:Core Function:Sewerage

Funds 1001 Borrowing for R 10000000
0FD 002 003 001 001 002 006 001 - Specify

Region 0RX 002 003 009 002 003 004 001 002 006 - DC3 Overberg:WC031 Theewaterskloof:Ward:Caledon

Costing 0CO 003 - Costing:Default

Administrative Information

Asset	Caledon - Bulk outfall sewer upgrade
Description	Caledon - Bulk outfall sewer upgrade
Cost Centre	6010 Sewerage: Networks
Asset Type	SEWERAGE PURIFICATION & RETICULATION 1006

Budget Information

Original	10,000,000+
Adjustments	0
Total	10,000,000+
Available on WO	0
Available	10,000,000.00+

Unprocessed Accruals

On Order	(IN)
On Order	(EX)
GRN	
Other	

Fin Months	Budget	Adj.Budget	Total Budget	Expenditure	Available
Jul '23	833,333	0	833,333+	0	833,333.00+
Aug '23	833,333	0	833,333+	0	1,666,666.00+
Sep '23	833,333	0	833,333+	0	2,499,999.00+
Oct '23	833,333	0	833,333+	0	3,333,332.00+
Nov '23	833,333	0	833,333+	0	4,166,665.00+
Dec '23	833,337	0	833,337+	0	5,000,002.00+
Jan '24	833,333	0	833,333+	0	5,833,335.00+
Feb '24	833,333	0	833,333+	0	6,666,668.00+
Mar '24	833,333	0	833,333+	0	7,500,001.00+
Apr '24	833,333	0	833,333+	0	8,333,334.00+
May '24	833,333	0	833,333+	0	9,166,667.00+
Jun '24	833,333	0	833,333+	0	10,000,000.00+
Period 13				0	10,000,000.00+
Period 14				0	10,000,000.00+
Period 15				0	10,000,000.00+
Totals	**10,000,000**		**10,000,000+**		

Capitalisation Accounting

Asset	036010005043
Work in Progress	☐
Acquisition Type	New
Start Date	0
End Date	0
Quantity	1.00

2324 076010101634 - Capital Budget Item successfully displayed

View Add Change Delete

Annexure B: Umzali Civils (Pty) Ltd. Arithmetical Checks

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A	**SABS 1200 A**	**GENERAL**				
		as specified in SABS 1200 A and in the project specifications				
A.1	**8.3**	**FIXED CHARGES AND VALUE RELATED ITEMS**				
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	323 841,86	323 841,86
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1	-	-
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:				
A.1.3		Locate, record, protect and reinstate pegs	Sum	1	-	-
A.2	**PSA 8.4**	**SCHEDULED TIME RELATED ITEMS**				
	PSA 8.4.1	Time related preliminary and general charges :				
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	1 830 351,32	1 830 351,32
A.2.2	8.4.1.2	Public Holidays	No	18	-	-
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1	-	-
A.3	**PSA 8.6**	**PRIME COST SUMS**				
		(1) Communication allowances for Employer's Agent's Representative:				
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1	5 000,00	5 000,00
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	5 000,00	-	-
		(2) Additional testing of materials required by Engineer:				
A.3.3		(a) Cost of testing	Prov Sum	1	30 000,00	30 000,00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	30 000	-	-
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :				
A.3.5		(a) Cost of as built surveys	Prov Sum	1	20 000,00	20 000,00
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	20 000	-	-
Total Carried Forward						2 209 193,18

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 209 193,18
		(4) Employment of Community Liason Officer (CLO):				
A.3.7		(a) Employment of CLO	Prov Sum	1	40 000,00	40 000,00
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	40 000	-	-
A.4	**PSA 8.7**	**DAYWORK**				
	PSA 8.7.1	Dayworks:				
		(a) Vehicles, plant and equipment:				
		(3) Hydraulic excavator with bucket at least 500 mm wide				
A.4.1		20 Ton (> 116kW @ 1800 rmp)	h	5	387,33	1 936,65
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	387,33	1 936,65
A.4.3		(4) Loader Backhoe	h	5	198,75	993,75
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	425,02	2 125,10
A.4.5		(6) Tipper truck, more than 6m³ capacity	h	5	334,90	1 674,50
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	285,87	1 429,35
		(9) Water trucks:				
A.4.7		(i) 12 kL capacity	h	5	215,16	1 075,80
		Labour:				
		(a) Labour:				
A.4.8		(1) Labourer	h	8	58,38	461,04
A.4.9		(2) Semi-skilled labourer	h	8	62,91	503,28
A.4.10		(3) Skilled labourer	h	8	64,27	514,16
A.4.11		(4) Artisan	h	8	62,91	503,28
A.4.12		(5) Team Leader	h	8	66,67	533,36
A.4.13		(6) Foreman	h	8	121,21	969,68
A.4.14		(7) Surveyor	h	8	181,82	1 454,56
A.5	**PSA 8.8**	**TEMPORARY WORKS**				
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	14 755,15	14 755,15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetery	Sum	1	-	-
Total Carried Forward						2 260 049,49

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 280 049,49
	PSA 8.8.4	Location and protection of existing services:				
	PSA 8.8.4.1	Provision of detecting devices for:				
A.5.3		(a) Water and sewer pipes	Sum	1	-	-
A.5.4		(b) Electrical and other cables	Sum	1	-	-
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services and infrastructure in all materials:				
A.5.5		(a) In roadways	m³	200	-	-
A.5.6		(b) In all other areas	m³	100	-	-
	PSA 8.8.7	Dealing with water:				
A.5.7		(a) Dealing with subsurface water	Sum	1	5 518,73	5 518,73
A.5.8		(b) Dealing with surface water	Sum	1	-	-
A.5.9	PSA 8.8.10	Dust control	Sum	1	-	-
A.6	PSA 8.9	STANDING TIME COST				
A.6.1		(a) Plant	Day	1	-	-
A.6.2		(b) Labour	Day	1	-	-
A.6.3		(c) Other	Day	1	-	-
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	148 500,00	148 500,00
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	2 500,00	2 500,00
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	-	-
Total Carried Forward To Summary						2 436 568,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B	SABS 1200 C	SITE CLEARANCE				
B.1		CLEAR SITE				
	PSC 8.2.1	Clear and grub:				
		Pipeline routes				
B.1.1		6 m wide	m²	5 300	3,86	20 458,00
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	-	-
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	-	-
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m³	900	14,95	13 455,00
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m³	900	14,95	13 455,00
B.1.6	PSC 8.2.12	Rip and clear tarred and paved areas	m²	50	-	-
Total Carried Forward To Summary						47 368,00

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C		**SEWERS**				
C.1	**SABS 1200 DB**	**EARTHWORKS (PIPE TRENCHES)**				
		as specified in SABS 1200 DB and in the project specifications				
C.2		**PIPELINE TRENCHES**				
	PSDB 8.3.2	Excavation:				
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:				
		Pipes over 200 mm dia up to 600 mm dia for depths:				
C.2.1		Up to 1,5 m	m		1 052,23	Rate Only
C.2.2		Over 1,5 m up to 2,5 m	m	340	1 052,23	357 758,20
C.2.3		Over 2,5 m up to 3,5 m	m	300	1 143,35	343 005,00
C.2.4		Over 3,5 m up to 4,5 m	m	70	1 295,21	90 664,70
	PSDB 8.3.2	(b) Extra over item (a) above for:				
C.2.5		(1) Intermediate excavation	m³	190	217,36	41 298,40
C.2.6		(2) Hard rock excavation	m³	210	-	-
		(3) Hand excavation and backfill where directed by the Employer's Agent				
C.2.7		(3.1) Soft material	m³	10	281,00	2 810,00
C.2.8		(3.2) Intermediate material	m³	10	281,00	2 810,00
	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom				
C.2.9		(1) Intermediate material	m³	10	217,36	2 173,60
C.2.10		(2) Hard rock material	m³	120	-	-
	PSDB 8.3.3	Excavation ancillaries:				
C.2.11	8.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 5% cement where directed by the Engineer	m³	65	336,36	21 863,40
	8.3.3.1	Make up deficiency in backfill material:				
C.2.12		(a) from other necessary excavations on site	m³		311,04	Rate Only
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m³	400	70,00	28 000,00
C.2.14	PSDB 8.3.3.3	Compaction in road crossings	m³	30	-	-
Total Carried Forward						890 383,30

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						890 383,30
	8.3.4	Particular items:				
		(a) Shore trench opposite structure or service or in restricted work space				
C.2.15		Depth up to 1.0m	m	20	-	-
C.2.16		Over 1.0m up to 2.0m	m	30	-	-
C.2.17		Over 2.0m up to 3.0m	m	30	-	-
C.2.18		Over 3.0m up to 4.0m	m	50	-	-
	8.3.5	Existing services that intersect or adjoin a pipe trench:				
		(a) Services that intersect a pipe trench:				
C.2.19		(1) LT electricity cables	No	1	-	-
C.2.20		(2) HT electricity cables	No	7	-	-
C.2.21		(3) Telkom	No	3	-	-
C.2.22		(4) Watermains	No		450,00	Rate Only
C.2.23		(5) Stormwater	No		450,00	Rate Only
C.2.24		(6) Sewer	No	4	-	-
		(b) Services that adjoin a trench:				
C.2.25		(1) Foul sewer	m	120	-	-
C.2.26		(2) HT electrical cables	m	30	-	-
C.2.27		(3) Watermains	m		500,00	Rate Only
	PSDB 8.3.6	Finishing:				
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:				
C.2.28		(a) Asphalt roads and sidewalks	m²	15	837,06	12 555,90
C.2.29		(b) Gravel roads and sidewalks	m²	20	171,50	3 430,00
C.3	SABS 1200 LB	BEDDING (PIPES)				
		as specified in SABS 1200 LB and in the project specifications				
	PSLB 8.2.1	Provision of bedding from trench excavations:				
C.3.1		(a) Selected granular material	m³	5	31,04	155,20
C.3.2		(b) Selected fill material	m³	5	31,04	155,20
	8.2.2.3	From commercial sources:				
Total Carried Forward						906 679,60

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						906 679,60
C.3.3		(a) Selected granular material	m³	100	-	-
C.3.4		(b) Selected fill material	m³	600	-	-
C.3.5	PSLB 8.2.6	Extra over items 8.2.1 and 8.2.2 for bedding stabilized with 5% cement	m³	10	174,64	1 746,40
C.4	SABS 1200 LD	**SEWERS**				
		as specified in SABS 1200 LD and in the project specifications				
	8.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline				
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints				
C.4.1		250mm dia	m	20	513,49	10 269,80
C.4.2		300mm dia	m		889,95	Rate Only
C.5		**GRP (SN 5000 PN6)**				
C.5.1		400mm dia	m	160	1 748,96	279 513,60
C.5.2		500mm dia	m	490	2 272,22	1 113 387,80
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0 degee to 5 degee:				
C.5.3		a) 0 to 10 degree bends	No	1	28 413,38	28 413,38
C.5.4		b) >10 to 30 degree bends	No	2	28 413,38	56 826,76
C.5.5		c) >30 to 60 degree bends	No	4	28 413,38	113 653,52
C.5.6		d) >60 to 90 degree bends	No	3	32 883,38	98 650,14
		Extra-over item C.5.3 and C.5.4 for short lenghts (0.6m) at connection to manholes and structures:				
C.5.7		400mm dia	No	6	3 321,62	19 929,72
C.5.8		500mm dia	No	20	3 781,62	75 632,40
	8.2.3	Manholes:				
		Concrete manholes:				
	PSLD 8.2.3	With heavey duty ductile iron Z600D Securex hinged cover and frame as per detail drawings complete for depths:				
C.5.9		1m - 1,5m	No	1	40 296,88	40 296,88
C.5.10		1,5m - 2,0m	No	3	42 962,46	128 887,38
Total Carried Forward						2 873 887,38

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						2 873 887,38
C.5.11		2,0m - 2,5m	No	2	50 093,19	100 186,38
C.5.12		2,5m - 3,0m	No	4	52 242,66	208 970,64
C.5.13		3,0m - 3,5m	No	2	61 926,12	123 852,24
C.5.14		3,5m - 4,0m	No	1	63 146,12	63 146,12
C.5.15		4m - 4,5m	No		79 176,07	Rate Only
	PSLD 8.2.11	Connection to existing sewer:				
		(a) Breaking into existing manholes for depths:				
C.5.16		2,0m - 2,5m	No		25 000,00	Rate Only
C.5.17		3,5m - 4,0m	No	1	25 000,00	25 000,00
C.5.18		(b) Breaking into existing sewer and building a new manhole	No	1	49 462,46	49 462,46
C.5.19	PSLD 8.2.13	Dealing with sewage	Sum	1	45 000,00	45 000,00
Total Carried Forward To Summary						3 489 505,22

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D	SABS 1200 DK	**GABIONS AND PITCHING** as specified in SABS 1200 DK and in the project specifications				
D.1		**SCHEDULED ITEMS**				
	8.2.1	Surface preparation for bedding of gabions:				
D.1.1		(a) Cavities filled with approved excavated material or rock	m³		56,19	Rate Only
	8.2.2	Gabions: (a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:				
D.1.2		(1) 80 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m³		2 876,08	Rate Only
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs: (a) Below foundation mattress:				
D.1.3		(1) AG200- Minimum Energy Absorption (6.5kN/m) or approved equivalent	m²		16,98	Rate Only
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
E		**HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)** as specified in the Southern African Society for Trenchless Technology (SASTT) Part TT3: Horizontal Directional Drilling and in the project specifications				
E.1		Establishment on site (The sum shall cover the charges for providing and establishing on the contract site of works, the personnel, plant, equipment, and materials necessary for the installation of pipes, and the subsequent removal on completion of the HDD work. A payment of 80 % of the sum will be made on the HDD establishment on site and the balance of 20 % on the HDD removal from site.)	Sum	1	75 527,51	75 527,51
E.2		HDD installation setup (The rate shall cover the cost of setting up for each HDD installation, for providing and establishing on site the personnel, plant, equipment and materials necessary for the HDD procedures to install the pipeline including obtaining wayleaves, protecting services, the verification of existing services, preparing the drill plan, implementing safety control requirements, giving notice, site inspection and photographic records, providing any watching and lighting and maintaining all temporary works until the installation is complete and the subsequent removal of temporary works, plant and equipment and making good. Payment will be made on completion and approval of the installation.)	No	1	7 500,00	7 500,00
E.3		Soft excavation	m³	200	-	-
E.4		Intermediate excavation	m³	30	-	-
E.5		Hard rock excavation	m³	10	-	-
E.6		Extra over items E3 to E5 for unforeseen rock or boulders	Sum	1	-	-
E.7		Hand excavation of pits (Excavation of pits by hand to locate existing services or provide waypoint pits to check on drilling progress. The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)	m³	50	-	-
Total Carried Forward						83 027,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						83 027,51
		HDD installation of pipes (Payment for installed pipe shall be full compensation for the preparatory work, drilling of the pilot bore, pre-reaming, reaming and pullback of the pipe(s), including operation of the drilling fluid system and guidance system, and survey control, safety control, protection of existing services and structures, disposal of excavation spoil and drilling fluids and testing of the pipeline. The payment shall include for supply and assembly of the pipes into a continuous pipeline, whether by welding or mechanical joints as specified.)				
E.8		500mm dia HDPE PN12.5 complete with butt welded joints as per SANS 0268-1 and SABS ISO 4427 of 1996	m	110	5 400,00	594 000,00
E.9		Extra over HDD installation of pipes in rock	m	50	-	-
E.10		CCTV inspection of installed pipes (Payment shall include for all labour, plant, equipment, supervision necessary to inspect the installed pipes and provide a video recording and report.)	m	110	90,00	9 900,00
E.11		Allow for overpumping of sewer on existing network while installation of new pipe by means of HDD (Above rate will cover all the costs, including supply and maintaining of suitable pump, blocking and unblocking of existing 300mm diameter pipe)	Sum	1	12 000,00	12 000,00
E.12		Standing time for HDD gang and equipment	h	16	-	-
Total Carried Forward To Summary						698 927,51

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
F	SABS 1200 LG	PIPE JACKING (RAILWAY) as specified in SABS 1200 LG and in the project specifications				
	8.2.1	Jacking establishment:				
F.1		(a) Fixed charges	Sum	1	314 750,00	314 750,00
F.2		(b) Time related charges	Sum	1	191 560,00	191 560,00
	8.2.2	Supply of pipes to be jacked:				
F.3		1117mm diameter (ND) Class 100D concrete pipe	m	30	6 545,00	196 350,00
	8.2.3	Jacking of pipes:				
F.4		1117mm diameter (ND) Class 100D concrete pipe	m	30	9 800,00	294 000,00
	8.2.4	Excavation for jacking:				
F.5		Soft excavation	m³	230	-	-
F.6		Intermediate excavation	m³	30	-	-
F.7		Hard rock excavation	m³	10	-	-
F.8	8.2.5	Extra over items 8.2.1 and 8.2.4 for unforeseen rock or boulders	Sum	1	-	-
F.9	8.2.10	Standing time for pipe jacking gang and the jacking equipment covered by item 8.2.1	h	16	2 500,00	40 000,00
	PSLG 8.2.11	Supply, lay, install, joint, fix and tests the pipes in the sleeve				
F.10		DN 600mm PN6, SN5000 GRP pipe	m	30	9 258,33	277 749,90
F.11	PSLG 8.2.12	Grouting between concrete pipe sleeve and the GRP gravity main using 1:9 cement: sand mixture	m³	50	-	-
Total Carried Forward To Summary						1 314 409,90

CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT R
A	SCHEDULE A: PRELIMINARY AND GENERAL	2 436 568,22
B	SCHEDULE B: SITE CLEARANCE	47 368,00
C	SCHEDULE C: SEWERS	3 489 505,22
D	SCHEDULE D: GABIONS AND PITCHING	-
E	SCHEDULE E: HORIZONTAL DIRECTIONAL	698 927,51
F	SCHEDULE F: PIPE JACKING (RAILWAY)	1 314 409,90
	SUBTOTAL	7 986 778,85
	Add 10% Contingencies	798 677,89
	SUBTOTAL	8 785 456,74
	Add 15% VAT	1 317 818,51
Total Carried F	Total Carried Forward To Summary Of Schedules	10 103 275,25

Annexure D: Form of Offer and Acceptance and BOQ

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:

CONTRACT NO: ENG 11/2023/24: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1

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

Rand. Ten Million One Hundred Three Thousand Two Hundred Seventy-Five Rand and Twenty-Four Cents (In words); R 10 103 275.24 (In figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) LG Stamm

Capacity Estimator

For the Tenderer

Umzali Civils (Pty) Ltd
708 Winkedown Rd
Stellenbosch
(Name and address of organization)

Name and signature of witness Ashley Morgan Date 27/07/2023

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 & Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 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 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 THEEWATERSKLOOF MUNICIPALITY
6 Plein Street
CALEDON
7230

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 authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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) .....

Name and signature of witness ..... Date .....

For the Employer:

Signature(s) .....

Name(s) .....

Capacity .....

(Name and address of organization) .....

Name and signature of witness ..... Date .....

Part C2: Pricing Data

Pages

C2.1 PRICING INSTRUCTIONS 114

C2.2 BILLS OF QUANTITIES 115

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, general. The SABS also indicate SANS.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m^2	=	square metre	No.	=	number
m^2.pass	=	square metre-pass	Sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m^3	=	cubic metre	MN.m	=	MegaNewton-metre
m^3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Qty	=	Quantity			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required 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. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these 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. 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 for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bills 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 Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in Bills 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.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

Signed: ..... Date: 27/07/2023

Name: ..... Position: Estimator

Tenderer: Uneal Civils (Pty) Ltd

C2.2 Bills of Quantities

CONTENTS PAGE

SCHEDULE A: PRELIMINARY AND GENERAL 116
SCHEDULE B: SITE CLEARANCE 119
SCHEDULE C: SEWERS 120
SCHEDULE D: GABIONS AND PITCHING 124
SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY 125
SCHEDULE F: PIPE JACKING (RAILWAY) 127
SUMMARY OF SECTIONS 128

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
A	SABS 1200 A	**GENERAL** as specified in SABS 1200 A and in the project specifications					
A.1	8.3	**FIXED CHARGES AND VALUE RELATED ITEMS**					
A.1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1	323 841.86	323 841	86
A.1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1	N.L	N.L	
	PSA 8.3.5	Cost of survey in terms of Land Survey Act:					
A.1.3		Locate, record, protect and reinstate pegs	Sum	1	N.L	N.L	
A.2	PSA 8.4	**SCHEDULED TIME RELATED ITEMS**					
	PSA 8.4.1	Time related preliminary and general charges :					
A.2.1	8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1	1 930 351.36	1930 351	36
A.2.2	8.4.1.2	Public Holidays	No	18	N.L	N.L	
A.2.3	8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1	N.L	N.L	
A.3	PSA 8.6	**PRIME COST SUMS**					
		(1) Communication allowances for Employer's Agent's Representative:					
A.3.1		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum			5,000	00
A.3.2		(b) Charge required by Contractor on sub-item (a) above	%	5,000.00	N.L	N.L	
		(2) Additional testing of materials required by Engineer:					
A.3.3		(a) Cost of testing	Prov Sum			30,000	00
A.3.4		(b) Charge required by Contractor on sub-item (a) above	%	30,000	N.L	N.L	
		(3) As built surveys as and when instructed by Employer's Agent. (Contractor still to allow for submission of his own as built records) :					
A.3.5		(a) Cost of as built surveys	Prov Sum			20,000	00
Total Carried Forward						2 269 193	86

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
Brought Forward						2 269 193	18
A.3.6		(b) Charge required by Contractor on sub-item (a) above	%	20,000	Nil	Nil	
		(4) Employment of Community Liason Officer (CLO):					
A.3.7		(a) Employment of CLO	Prov Sum			40,000	00
A.3.8		(b) Charge required by Contractor on sub-item (a) above	%	40,000	Nil	Nil	
A.4	PSA 8.7	DAYWORK					
	PSA 8.7.1	Dayworks:					
		(a) Vehicles, plant and equipment:					
		(3) Hydraulic excavator with bucket at least 500 mm wide					
A.4.1		20 Ton (> 115kW @ 1800 rmp)	h	5	387,33	1936,	65
A.4.2		25 Ton (> 130 kW @ 2000 rmp)	h	5	387,33	1936,	65
A.4.3		(4) Loader Backhoe	h	5	198,75	993,	75
A.4.4		(5) Dumper (> 10m³ capacity)	h	5	425,02	2125,	10
A.4.5		(6) Tipper truck, more than 5m³ capacity	h	5	334,90	1674,	50
A.4.6		(8) Flat bed truck equipped with hydraulic crane of more than 2 t capacity	h	5	285,87	1429,	35
		(9) Water trucks:					
A.4.7		(i) 12 kL capacity	h	5	215,16	1075,	80
		Labour:					
		(a) Labour:					
A.4.8		(1) Labourer	h	8	56,38	451,	04
A.4.9		(2) Semi-skilled labourer	h	8	62,91	503,	28
A.4.10		(3) Skilled labourer	h	8	64,27	514,	16
A.4.11		(4) Artisan	h	8	62,91	503,	28
A.4.12		(5) Team Leader	h	8	66,67	533,	36
A.4.13		(6) Foreman	h	8	121,21	969,	68
A.4.14		(7) Surveyor	h	8	181,82	1454,	56
A.5	PSA 8.8	TEMPORARY WORKS					
Total Carried Forward						2 245 294	34

00000001: 9

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						2 265 294	34
A.5.1	PSA 8.8.2	Accommodation of traffic	Sum	1	4 755.15	4 755	15
A.5.2	PSA 8.8.3	Protection of infrastructure during construction of pipe at the existing municipal cemetery	Sum	1	N.L	N.L	
	PSA 8.8.4	Location and protection of existing services:					
	PSA 8.8.4.1	Provision of detecting devices for:					
A.5.3		(a) Water and sewer pipes	Sum	1	Nil	Nil	
A.5.4		(b) Electrical and other cables	Sum	1	Nil	Nil	
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services and infrastructure in all materials:					
A.5.5		(a) In roadways	m³	200	Nil	Nil	
A.5.6		(b) In all other areas	m³	100	Nil	Nil	
	PSA 8.8.7	Dealing with water:					
A.5.7		(a) Dealing with subsurface water	Sum	1	5518.73	5518	73
A.5.8		(b) Dealing with surface water	Sum	1	Nil	Nil	
A.5.9	PSA 8.8.10	Dust control	Sum	1	Nil	Nil	
A.6	PSA 8.9	STANDING TIME COST					
A.6.1		(a) Plant	Day	1	Nil	Nil	
A.6.2		(b) Labour	Day	1	Nil	Nil	
A.6.3		(c) Other	Day	1	Nil	Nil	
A.6.4	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1	148 500 ~~148 500~~	148 500 ~~148 500~~	00
A.6.5	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1	2500	2500	
A.6.6	PSA 8.19	Liaison with residents and the local authority	Sum	1	Nil	Nil	
Total Carried Forward To Summary						2 421 518	22

U:\Werke\2000\20174 C - Tender No. Eng 19-2020-21 - Caledon Bulk Sewer\Documents\Bill of Quantities\20174 Phase 4B Portion 1 Tender BoQ.bill

0000000110

SCHEDULE B: SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
B	SABS 1200 C	SITE CLEARANCE					
B.1		CLEAR SITE					
	PSC 8.2.1	Clear and grub:					
		Pipeline routes					
B.1.1		6 m wide	m²	5,300	3,86	20 458	
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to					
B.1.2		Over 1,0 m up to and including 2,0 m	No	1	Nil	Nil	
B.1.3		Over 2,0 m up to and including 3,0 m	No	1	Nil	Nil	
B.1.4	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m²	900	14,95	13 455	
B.1.5	PSC 8.2.11	Topsoiling from stockpile of 6m wide pipeline route	m²	900	14,95	13 455	
B.1.6	PSC 8.2.12	Rip and clear tarred and paved areas	m²	50	Nil	Nil	
Total Carried Forward To Summary						47 368	

0000000111

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
C		**SEWERS**					
C.1	SABS 1200 DB	**EARTHWORKS (PIPE TRENCHES)**					
		as specified in SABS 1200 DB and in the project specifications					
C.2		**PIPELINE TRENCHES**					
	PSDB 8.3.2	Excavation:					
		(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:					
		Pipes over 200 mm dia up to 600 mm dia for depths:					
C.2.1		Up to 1,5 m	m		1052,23	Rate Only	
C.2.2		Over 1,5 m up to 2,5 m	m	340	1052,23	357758,	20
C.2.3		Over 2,5 m up to 3,5 m	m	300	1143,85	345005	
C.2.4		Over 3,5 m up to 4,5 m	m	70	1295,21	90 664,	70
	PSDB 8.3.2	(b) Extra over item (a) above for:					
C.2.5		(1) Intermediate excavation	m³	190	217,56	41 298,	40
C.2.6		(2) Hard rock excavation	m³	210	Nil	Nil	
		(3) Hand excavation and backfill where directed by the Employer's Agent					
C.2.7		(3.1) Soft material	m³	10	281	2810	
C.2.8		(3.2) Intermediate material	m³	10	281	2810	
	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom					
C.2.9		(1) Intermediate material	m³	10	217,36	2173,	60
C.2.10		(2) Hard rock material	m³	120	Nil	Nil	
	PSDB 8.3.3	Excavation ancillaries:					
C.2.11	8.3.2	(d) Extra over items 3.1 to 3.4 for backfill stabilized with 5% cement where directed by the Engineer	m³	65	336,36	21 863,	40
	8.3.3.1	Make up deficiency in backfill material:					
C.2.12		(a) from other necessary excavations on site	m³		311,04	Rate Only	
C.2.13		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m³	400	70	28 000	
Total Carried Forward						896 383	30

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						890 383	30
C.2.14	PSDB 8.3.3.3	Compaction in road crossings	m³	30	Nil	Nil	
	8.3.4	Particular items:					
		(a) Shore trench opposite structure or service or in restricted work space					
C.2.15		Depth up to 1.0m	m	20	Nil	Nil	
C.2.16		Over 1.0m up to 2.0m	m	30	Nil	Nil	
C.2.17		Over 2.0m up to 3.0m	m	30	Nil	Nil	
C.2.18		Over 3.0m up to 4.0m	m	60	Nil	Nil	
	8.3.5	Existing services that intersect or adjoin a pipe trench:					
		(a) Services that intersect a pipe trench:					
C.2.19		(1) LT electricity cables	No	1	Nil	Nil	
C.2.20		(2) HT electricity cables	No	7	Nil	Nil	
C.2.21		(3) Telkom	No	3	Nil	Nil	
C.2.22		(4) Watermains	No		450	Rate Only	
C.2.23		(5) Stormwater	No		460	Rate Only	
C.2.24		(6) Sewer	No	4	Nil	Nil	
		(b) Services that adjoin a trench:					
C.2.25		(1) Foul sewer	m	120	Nil	Nil	
C.2.26		(2) HT electrical cables	m	30	Nil	Nil	
C.2.27		(3) Watermains	m		+500	Rate Only	
	PSDB 8.3.6	Finishing:					
	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses:			837,06	12 555, 90	
C.2.28		(a) Asphalt roads and sidewalks	m²	15	~~485,52~~	~~7279,~~ 80	
C.2.29		(b) Gravel roads and sidewalks	m²	20	~~123,68~~ 171,50	~~2473,~~ 60 3430	
Total Carried Forward						903 369	20

0000000113

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						906 369	20
C.3	SABS 1200 LB	BEDDING (PIPES)					
		as specified in SABS 1200 LB and in the project specifications					
	PSLB 8.2.1	Provision of bedding from trench excavations:			31,04	155,	20
C.3.1		(a) Selected granular material	m³	5	~~311,04~~	~~1555,~~	~~20~~
C.3.2		(b) Selected fill material	m³	5	311,04	~~1555,~~	~~20~~
	8.2.2.3	From commercial sources:			31,04	155, ~~20~~	20
C.3.3		(a) Selected granular material	m³	100	Nil	Nil	
C.3.4		(b) Selected fill material	m³	600	Nil	Nil	
C.3.5	PSLB 8.2.6	Extra over items 8.2.1 and 8.2.2 for bedding stabilized with 5% cement	m³	10	~~102,79~~	~~1027,~~	~~20~~
C.4	SABS 1200 LD	SEWERS			174,69	1746,	40
		as specified in SABS 1200 LD and in the project specifications					
	8.2.1	Supply, lay, joint, bed on bedding for flexible pipes and test pipeline					
		PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints					
C.4.1		250mm dia	m	20	513,49	10 269,	80
C.4.2		300mm dia	m		889,95	Rate Only	
C.5		GRP (SN 8000 PN6)					
C.5.1		400mm dia	m	160	1746,96	279513,	60
C.5.2		500mm dia	m	490	2272,22	1113387,	80
		Extra-over item C.5.3 and C.5.4 for GRP tee specials at manholes, vertical bend 0 degee to 5 degee:					
C.5.3		a) 0 to 10 degree bends	No	1	28 413,32	28 413,	32
C.5.4		b) >10 to 30 degree bends	No	2	28 413,38	56 826,	76
C.5.5		c) >30 to 60 degree bends	No	4	28 413,38	113 653,	52
C.5.6		d) >60 to 90 degree bends	No	3	32 883,38	98 650,	14
		Extra-over item C.5.3 and C.5.4 for short lenghts (0.8m) at connection to manholes and structures:					
Total Carried Forward						2691 [illegible]	00

0000000114

SCHEDULE C: SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						2 609 141	00
C.5.7		400mm dia	No	6	3 321,62	19 929,	72
C.5.8		500mm dia	No	20	3781,62	75 632,	40
	8.2.3	Manholes:					
		Concrete manholes:					
	PSLD 8.2.3	With heavy duty ductile iron Z600D **Securex** hinged cover and frame as per detail drawings complete for depths:					
C.5.9		1m - 1,5m	No	1	40 296,88	40 296,	88
C.5.10		1,5m - 2,0m	No	3	42 962,46	128 887,	38
C.5.11		2,0m - 2,5m	No	2	50 093,19	100 186,	38
C.5.12		2,5m - 3,0m	No	4	52 242,66	208 970,	64
C.5.13		3,0m - 3,5m	No	2	61926,12	123852,	24
C.5.14		3,5m - 4,0m	No	1	63 146,12	63146,	12
C.5.15		4m - 4,5m	No		79 176,07	Rate Only	
	PSLD 8.2.11	Connection to existing sewer:					
		(a) **Breaking** into existing manholes for depths:					
C.5.16		2,0m - 2,5m	No		25000	Rate Only	
C.5.17		3,5m - 4,0m	No	1	25000	25000	
C.5.18		(b) Breaking into existing sewer and building a new manhole	No	1	49 462,46	49462,	46
C.5.19	PSLD 8.2.13	Dealing with sewage	Sum	1	45 000	45 000	00
Total Carried Forward To Summary						3 489 505	22

SCHEDULE D: GABIONS AND PITCHING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
D	SABS 1200 DK	**GABIONS AND PITCHING** as specified in SABS 1200 DK and in the project specifications					
D.1		SCHEDULED ITEMS					
	8.2.1	Surface preparation for bedding of gabions:					
D.1.1		(a) Cavities filled with approved excavated material or rock	m²	LS	56,19 ~~44.90~~	Rate Only	
	8.2.2	Gabions:					
		(a) Gabion mattresses of PVC coated galvanized wire, up to 0,3 m deep:					
D.1.2		(1) 80 mm x 100 mm mesh; 3,2 mm dia wire; 2.0 m wide x 0.3 deep x 6.0 m long mattress	m²	LS	2876,08 ~~2300.87~~	Rate Only	
	8.2.4	Geotextile (type, etc. stated) placed where ground water seepage occurs:					
		(a) Below foundation mattress:					
D.1.3		(1) AG200- Minimum Energy Absorption (6.5kN/m) or approved equivalent	m²	LS	18,98 ~~15.18~~	Rate Only	
Total Carried Forward To Summary						Nil	

SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (CEMETERY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
E		**HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)** as specified in the Southern African Society for Trenchless Technology (SASTT) Part TT3: Horizontal Directional Drilling and in the project specifications					
E.1		Establishment on site *(The sum shall cover the charges for providing and establishing on the contract site of works, the personnel, plant, equipment, and materials necessary for the installation of pipes, and the subsequent removal on completion of the HDD work. A payment of 80 % of the sum will be made on the HDD establishment on site and the balance of 20 % on the HDD removal from site.)*	Sum	1	75527,51	75 527,	51
E.2		HDD installation setup *(The rate shall cover the cost of setting up for each HDD installation, for providing and establishing on site the personnel, plant, equipment and materials necessary for the HDD procedures to install the pipeline including obtaining wayleaves, protecting services, the verification of existing services, preparing the drill plan, implementing safety control requirements, giving notice, site inspection and photographic records, providing any watching and lighting and maintaining all temporary works until the installation is complete and the subsequent removal of temporary works, plant and equipment and making good. Payment will be made on completion and approval of the installation.)*	No	1	75m.m	7 500	
		Excavation of drilling pits *(The rate shall cover the cost of excavation, shoring, backfilling, compaction and final trimming and/or repair of final surfacing in accordance with SANS 1200 DB Clause 8.3.2.)*					
E.3		Soft excavation	m³	200	Nil	Nil	
E.4		Intermediate excavation	m³	30	Nil	Nil	
E.5		Hard rock excavation	m³	10	Nil	Nil	
E.6		Extra over items E3 to E5 for unforeseen rock or boulders	Sum	1	N.L	N.L	
E.7		Hand excavation of pits *(Excavation of pits by hand to locate existing services or provide waypoint pits to check on drilling progress. The rate shall cover the cost of excavation, shoring, backfilling and compaction in accordance with SANS 1200 DB Clause 8.3.2.)*	m³	50	Nil	Nil	
Total Carried Forward						83 027	40

SCHEDULE E: HORIZONTAL DIRECTIONAL DRILLING (CEMETERY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
Brought Forward						83 027	50
		HDD installation of pipes *(Payment for installed pipe shall be full compensation for the preparatory work, drilling of the pilot bore, pre-reaming, reaming and pullback of the pipe(s), including operation of the drilling fluid system and guidance system, and survey control, safety control, protection of existing services and structures, disposal of excavation spoil and drilling fluids and testing of the pipeline. The payment shall include for supply and assembly of the pipes into a continuous pipeline, whether by welding or mechanical joints as specified.)*					
E.8		500mm dia HDPE PN12.5 complete with butt welded joints as per SANS 0268-1 and SABS ISO 4427 of 1996	m	110	5400.00	594 000	00
E.9		Extra over HDD installation of pipes in rock	m	50	N.L	N.L	
E.10		CCTV inspection of installed pipes *(Payment shall include for all labour, plant, equipment, supervision necessary to inspect the installed pipes and provide a video recording and report.)*	m	110	90.00	9900	00
E.11		Allow for overpumping of sewer on existing network while installation of new pipe by means of HDD *(Above rate will cover all the costs, including supply and maintaining of suitable pump, blocking and unblocking of existing 300mm diameter pipe)*	Sum	1	12 000.00	12 000	00
E.12		Standing time for HDD gang and equipment	h	18	N.L	N.L	
Total Carried Forward To Summary						689 927	50

SCHEDULE F: PIPE JACKING (RAILWAY)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	AMOUNT c
F	SABS 1200 LG	PIPE JACKING (RAILWAY)					
		as specified in SABS 1200 LG and in the project specifications					
	8.2.1	Jacking establishment:			314 750	314 750	
F.1		(a) Fixed charges	Sum	1	~~270 056.00~~	~~270 056~~	~~00~~
F.2		(b) Time related charges	Sum	1	191 560.00	191 560	00
	8.2.2	Supply of pipes to be jacked:					
F.3		1117mm diameter (ND) Class 100D concrete pipe	m	30	6 545.00	196 350	00
	8.2.3	Jacking of pipes:					
F.4		1117mm diameter (ND) Class 100D concrete pipe	m	30	9 980.00	294 000	00
	8.2.4	Excavation for jacking:					
F.5		Soft excavation	m³	230	Nil	Nil	00
F.6		Intermediate excavation	m³	30	Nil	Nil	00
F.7		Hard rock excavation	m³	10	Nil	Nil	00
F.8	8.2.5	Extra over items 8.2.1 and 8.2.4 for unforeseen rock or boulders	Sum	1	Nil	Nil	00
F.9	8.2.10	Standing time for pipe jacking gang and the jacking equipment covered by item 8.2.1	h	16	2500.00	40 000	00
	PSLG 8.2.11	Supply, lay, install, joint, fix and tests the pipes in the sleeve			9258,33	277 749,90	
F.10		DN 800mm PN6, SN5000 GRP pipe	m	30	~~3675.00~~	~~110 250~~	~~00~~
F.11	PSLG 8.2.12	Grouting between concrete pipe sleeve and the GRP gravity main using 1:9 cement: sand mixture	m³	50	~~3350.00~~ Nil	~~167 500~~ Nil	
Total Carried Forward To Summary						~~314 410~~ 314 409,90	

0000000119

SUMMARY OF SECTIONS

ITEM	DESCRIPTION	AMOUNT
SCHEDULE A	PRELIMINARY AND GENERAL	R 2 436 548.22
SCHEDULE B	SITE CLEARANCE	R 47 368
SCHEDULE C	SEWERS	R 3 489 565.22
SCHEDULE D	GABIONS AND PITCHING	R Nil
SCHEDULE E	HORIZONTAL DIRECTIONAL DRILLING (HDD) - (CEMETERY)	R ~~698 927.40~~ 698 927.51 NOT
SCHEDULE F	PIPE JACKING (RAILWAY)	R ~~1 314 410~~ 1 314 409.90 NOT
	Sub-Total of Sections	R 7 986 779.85
	Contingencies: Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.	798 677.99
	TOTAL INCLUDING CONTINGENCIES	R 8 785 457.73
	ALLOW 15% FOR VALUE ADDED TAX	R 1 317 818.51
TOTAL CARRIED FORWARD PART C1.1 FORM OF OFFER AND ACCEPTANCE		R 10 103 275.24

DECLARATION (in respect of completeness of Tender)

THEEWATERSKLOOF MUNICIPALITY
P O Box 24
CALEDON
7230

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing 13 (including the summary pages) pages in consecutive order upon which my/our tender for the TENDER NO.: ENG 09/2023/2024: CONSTRUCTION OF CALEDON BULK SEWER PHASE 4B: PORTION 1, has been based.

.....
SIGNATURE OF TENDERER/S

27/09/2023
.....
DATE

PART C3: SCOPE OF WORK

00000000122

C3.2.1 Design

a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.

b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The design responsibility per stage is summarized as follows:

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

Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.2 Employer's Design

All work in this contract has been designed and is specified in the document. Some provisional sums have been allowed for, of which the works will be designed and quantities together with drawings will be provided to the successful tenderer.

C3.2.3 Contractor's Design

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

The design of the temporary works shall be carried out in accordance with all relevant standards and codes of practice, with particular emphasis on the requirements of the OHS Act.

These drawings will have to be submitted for approval to the relevant authorities (Employer / Employer's Agent / H&S Agent/Local Authority) prior to commencement of the Works.

C3.2.4 Drawings

Reduced drawings form part of the tender documents and shall be used for tender purposes only.

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

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

All information in possession of the Contractor, required by the Employer's Agent to verify the as-built/record drawings, must be submitted to the Employer's Agent before a Certificate of Practical Completion will be issued.

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

The following drawings are applicable to this contract and will form part of the contract documents.

Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Employer or the Employer's Agent on the commencement date and from time to time as required.

C3.3.1 Preferential Procurement

Tenders will be evaluated in terms of the criteria and selected method included in Part T1.2 : Tender Data.

C3.3.2 Subcontractors

The Contractor shall not subcontract **more than 25% of** the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Contractor, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer's Agent that they have the capability and ability to execute the subcontract works.
Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed/supplied by sub-contractors/suppliers then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

- Where monetary allowances for provisional sums or prime cost items allowed and the monetary allowance is less than R 300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer's Agent, for the required work or items.
- Where these monetary allowances exceed R 300 000 an open tender process will have to be followed in respect of a subcontractor for this work, unless otherwise advised and approved by the Employer. In such cases where a tender process is to be followed, the tender will be issued by the Employer's Agent on behalf of the Contractor.

The quotes shall include full technical descriptions as well as a breakdown of prices, which shall be submitted to the Engineer for approval.
The evaluation of the quotation received must include a preference points system as described in C3.11 of the Tender Data

C3.3.3 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

0000000124

(iii) Contract nameboards

The Contractor shall provide, erect and maintain two (2) contract nameboards at such positions and locations directed by the Engineer, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the Consulting Engineers South Africa of, with regard to size, painting, decorating and detail, and the requirements described hereunder. A typical detail drawing will be provided.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 109.

The Contractor shall before ordering or manufacturing any such contract nameboards, obtain the Employer's Agent written approval in respect of all names and wording to appear on the contract nameboards.

The Contractor shall keep the contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(iv) Telephone facilities

The Contractor shall, for the duration of the Contract, provide the following telephone facilities as specified hereunder, for the exclusive use of the Engineer and his staff:

Cellular Telephones

The Contractor shall provide one cellular telephone and associated service contracts from a reputable cellular service provider. The Contractor shall further insure the cellular phones against loss or damage from whatever cause arising, and shall ensure that all cellular phone accounts are promptly paid on the dates of payment. The Contractor shall further, at its own cost, ensure the prompt repair of all cellular phones provided under this clause, when reasonably required by the Employer's Agent.

The Contractor shall, on submission and approval of an itemized statement by the Employer's Agent, be reimbursed only the cost of the Employer's Agent's cellular telephone calls.

(v) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(vi) *Water*

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.
The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

All water usage must be metered and reported at site meetings. The water supply is not guaranteed and no claims regarding insufficient supply of water will be considered. The contractor shall be held liable for any wastage of water due to negligence. Water usage will be charged for at the standard applicable tariff.

achieved by the Contractor complies with the requirements of the specifications. The foregoing shall apply irrespective of whether the said testing is indicated in the specifications as to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified and arranging the test results in an orderly manner and indicating on a drawing the various test positions. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in Sub-clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

C3.4.7 Additional testing required by the Employer's Agent

In addition to the provisions of Sub-clause C3.4.6, the Employer's Agent shall be entitled at times during the Contract, to require that the Contractor arrange with the independent laboratory, to carry out any such tests, additional to those described in Sub-clause C3.4.6, at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay, arrange with the independent laboratory for the carrying out of all such additional testing as required by the Employer's Agent and copies of the test results shall be promptly provided to the Employer's Agent in an acceptable format and the test positions shall be indicated by the Contractor on a drawing.

C3.4.8 Cost of Testing and record keeping

The Contractor shall record all test results in tabular form in Excel which shall include a unique reference number, description of test, requirements/specified minimum, actual test result, date of test, position of test and Fail/Pass. Should a test indicate a failure the table shall include a reference to a further test of the rework indicating an acceptable test result (Pass).

The Contractor shall in addition on a continuous basis update a separate set of as built drawing(s) with all the test results. An updated table and drawing must be submitted the Employer's Agent on a monthly basis for approval. All actual test results shall also be submitted to the Employer's Agent (apart from the copy forwarded on receipt from the laboratory) with the unique reference number marked on the top right corner.

(a) **Tests in Terms of Sub-clause C3.4.6**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Sub-clause C3.4.6 above shall be born by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of Sub-clause C3.4.6.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

Should the Contractor fail to timeously arrange or undertake the required test or fail to timeously present the test results and drawing with test positions, the Employer's Agent may proceed with arranging the testing and all costs related to the arrangement of the tests, the cost of testing and any other associated costs will be deducted from payments due to the Contractor.

(b) **Additional Tests required by the Employer's Agent**

The costs of any additional tests required by the Employer's Agent in terms of Sub-clause C3.4.7 shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved is not in accordance with the specifications, shall not be reimburseable to the Contractor.

C3.4.9 Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

Should the Contractor fail to provide the information timeously, the Employer's Agent may arrange for additional surveys, exploratory holes, marking up of drawings, etc. to obtain and record the necessary information. All costs to obtain and record the information will be deducted from payments due to the Contractor.

C3.4.13 Information Supplied by The Employer

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

C3.4.14 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus material shall be spoiled at a site provided by the contractor, unless specifically scheduled otherwise in the schedule of quantities.

C3.4.15 Non-Working Days

The contractor shall not work on Sundays or on the following statutory Public Holidays : New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's' Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

C3.4.16 Samples

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Employer's Agent reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

C3.4.17 Manufacturer's Instructions

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Employer's Agent.

C3.4.18 Proprietary Materials

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Agent.

C3.4.19 Notices, Signs, Barricades and Advertisements

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Employer's Agent, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

Indiscriminate working methods, lack of proper planning and protection of the works during the winter months resulting in a delay shall not be considered a circumstance, event or act on which a claim may be based and such claim shall not be payable by the Employer.

No additional payment will be made for altering the working method.

C3.4.25 Safety of Trenches

The strutting and shoring of excavated faces, if necessary, will be the responsibility of the Contractor and will not be measured and paid for separately. The Contractor, however, will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers and to prevent delays caused by slope failures.

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

(a) prevent damage occurring to the trenches or any other part of the Works;

(b) prevent damage to or physical loss of the property of any person;

(c) eliminate the risk of injury to any person;

during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent re-opening of the trenches after the holiday period shall be for the Contractor's account.

C3.4.26 Transport of Material

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

C3.4.27 Security Control

The Contractor will be responsible for the safety and security of his personnel and the site in general all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment. The safeguarding of excavations in particular shall be a priority.

The Contractor shall provide security watchmen for this contract, as he deems fit at no extra cost for the Employer.

C3.4.28 Testing of Water Pipes or Sewers

The Contractor shall carry out all control testing of materials and workmanship. The Employer's Agent must be notified well in advance of all final tests to be undertaken. No portion of pipe may be finally covered before the proper prescribed tests have been done and approved in writing by the Employer's Agent.

All test results must be tabulated and test sections described properly by the Contractor and must be submitted timeously by the Contractor. All tests positions and pipe sections tested shall be indicated on a drawing provided by the Contractor.

C3.4.29 Materials Off Site

Should the Contractor claim payment of a portion of the value of some or all of the pipes, valves or any other material held in off-site stores the items concerned must be clearly marked as the property of the Employer. A certificate to this effect and confirmation that the relevant items have been paid for shall accompany his claim detailing the items and serial numbers as well as the street address of the store where the plant and equipment have been insured in terms of the general Conditions of Contract. The Contractor shall in writing provide documentary proof from the insurance company that these items are fully covered by the insurance policy concerned while the plant and equipment are stored away from the Site (street address of store to be stated).

C3.4.30 Photographs

The Employer, Employer's Agent and any of their agents shall at all times be allowed to photograph or film (video) any activities on site and the use of such shall be unlimited.

C3.4.38 Access to Properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Contractor shall provide access to the public and to the property owners and maintain the necessary access for the duration of the contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employer's Agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. The Employer's Agent shall be informed of such arrangements prior to implementation and it shall be subject to the approval by the Employer's Agent. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

Note : No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

The arrangements made between the affected parties and the Contractor shall be confirmed in writing by the Contractor and submitted to the Employer's Agent for written approval by the Employer's Agent.

C3.4.39 Contractor's Vehicles

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licenses.

C3.4.40 Employment of Local Labour

It is the intention that the project, of which this contract is a part, should make the maximum possible use of the local labour force which is at present under employed.

To this end the contractor is expected to limit non-local employees to key personnel only and to employ local labour on this contract.

The contractor shall fill in Schedule 1L: Schedule of Estimated Local Labour to be Employed on the Contract and state how many non-local key personnel he intends to employ in the various categories. The tenderer must also state on this form the number of local labourers he intends employing for this contract.

The numbers stated in the above-mentioned data sheet will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the employer.

The workforce utilized on the contract is to comprise only of local workers within the area of the jurisdiction of the client i.e. within municipal boundaries. The Employer's Agent may, at his discretion, upon receipt of a written and fully motivated application from the contractor and where he deems the circumstances so warrant, authorize in writing that non-local temporary works, not being his Key Personnel, be included in the workforce.

The contractor shall pay to all temporary workers engaged in terms of this clause, not less than the minimum rate of remuneration as specified in the Appendix to Tender.

The contractor must provide records of all labour employed including name, surname and ID number, differentiating between male, female, local or non-local key personnel, youth and handicapped on a monthly basis. This record must also indicate the total number of man-hours and total remuneration of labour. Monthly payment certificates will only be processed if they are accompanied by the completed reports.

All costs, relating to identification, acquisition, allocation, training, relieving labour of their duties, problem-solving and attending to any other matters in order that the employment of local labour proceeds smoothly, shall be included in the relevant rates.

C3.5.1 Construction Programme and Planning

C3.5.1.1 *Programme*

The Contractor shall submit his programme of work to the Employer's Agent not later than 14 days after the Contractor has been notified of the acceptance of his tender and only after discussions with the Employer's Agent. The Contractor shall furthermore carefully consider the expected wet weather conditions during winter and plan the work and working methods to limit any possible standing time or delay. The Due Completion date and any "float" must be indicated by the Contractor on the programme. Should the Due Completion date not be indicated, the Due Completion date, in the opinion of the Employer's Agent, shall be accepted as correct and binding. If necessary, the Employer's Agent may instruct the Contractor to adjust his programme to suit other activities.

The Contractor shall deliver the programme to the Employer's Agent's offices and shall include :

- 2 colour paper copies
- In electronic MS Project format.

The programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities and value of work to be performed each week.

If, during the progress of the work, the quantities of work performed per week fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of being notified by the Employer's Agent, submit a revised programme.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 1.1.1.14 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and equipment on site, or using the available labour and equipment in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as provided in clause 8.2 of the General Conditions of Contract.

The approval by the Employer's Agent of any programme shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the contractor to vary the programme should circumstances make this necessary. The Contractor is also referred to clause PS 8 when drawing up his programme.

The tenderer must make provision in his programme and tendered rates for the following constraints in working hours and working methods: (This list is not exhaustive and it is accepted that all other constraints were identified by the Contractor during the site inspection)

- All wayleaves must be obtained prior to construction.

The Contractor must submit on a monthly basis a progress report consisting of a short report on the progress, project constraint implications (Time, cost, quality, risks, resources) and progress shall be indicated on the approved programme for each activity.

The progress report must be submitted 2 Days before site meetings and must accompany payment certificates to ensure the processing of payment.

C3.5.1.2 *General Allowances*

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

(a) expected weather conditions and their effects,

(b) known physical conditions or artificial obstructions,

(c) searching for, dealing with and carrying out alterations to the existing services,

(d) the accommodation of public access and traffic,

(e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2003 of the Occupational Health and Safety Act, and

(f) the design, testing and approval of the concrete mixes.

C3.5.1.3 *Reporting Requirements*

The Contractor shall promptly submit the schedules and reports at Contract stage as requested by Employer's Agent. Updated reports must be submitted to the Employer's Agent two days before site meetings. Should the Contractor fail to provide the necessary documentation, the Employer's Agent may proceed to compile such documentation which costs will be deducted from payments due to the contractor. The report shall include the following:

- Bar chart or sloping bar chart schedule showing staff requirements by time interval and reflecting work planned by time interval.
- A monthly report showing planned progress versus actual progress giving details of how the Work will be completed in relation to the schedule.
- Daily major construction equipment report
- Daily staff report by crafts
- Procurement schedule for the procurement and receipt of materials, equipment and subcontract services by Contract and a monthly status report of all such materials and equipment
- MIG forms (approximately 5 pages) including employment details, expenditure and programme.

C3.5.2 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 2003 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003) as amended.

The Contractor is referred to Part T1.2 Tender Data and the Health and Safety Specification (see Part C3.5.8 and PHS Particular Specification: Occupational Health and Safety) in this regard.

C3.5.3 Unauthorized Persons

The Contractor shall keep unauthorized persons from the Works at all times.

C3.5.4 Management Meetings

C3.5.4.1 *Technical Meetings*

Technical meetings shall be held on an ad-hoc basis as required either by the Employer's Agent or the Contractor.

The Contractor shall arrange for the Contract Manager and the Construction Manager to attend these meetings and all Site meetings.

C3.5.4.2 *Site Meetings*

Site meetings shall be held monthly.

C3.5.4.3 *Health and Safety Meetings*

Health and Safety Meetings shall be held monthly.

C3.5.5 Monthly Statements, Payment Certificates and Electronic Payments

The Contractor shall provide his banking details to enable electronic payments to be made for all payment certificates.

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at its own cost, strictly in accordance with the standard payment certificate format prescribed by the Employer's Agent in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit TWO (2) A4 sized paper copies of the statement. The Contractor must submit the payment certificate in Excel or Bill format as instructed by the Employer's Agent. All supporting calculations of each quantity must be submitted with each payment certificate, sufficiently broken down into various portions of the work to enable the Employer's Agent to verify the quantities.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at its own cost, for making such adjustments to its statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

(viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Parts C3.4 and C3.5, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1)(b) of the Construction Regulations 2014), which is contained in the Particular Specifications.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.7.2 *Health and Safety Plan*

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2003 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of the Contract Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specifications.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section.

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

C3.5.7.3 *Protection of the public and Employer's staff*

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or the Employer's staff.

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.
The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

C3.5.7.4 *Excavations*

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m, in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

C3.5.7.4 *Working and entering confined spaces*

Confined space is defined in the Occupational Health and Safety Act, Act 85, 1993, as an enclosed, restricted, or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen-deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present.

(a) Hazardous conditions in confined spaces could be identified as:

Hazardous atmosphere:

- Too little or too much Oxygen (too little can cause brain damage and cause the heart to stop and too much increases the risk of fire or explosion)
- Presence of Toxic gasses
- Liquids or solids inside the confined space. Liquids may produce hazardous atmosphere when it evaporates e.g. fuel
- Type of work done inside the confined space. Activities can lead to the release of harmful substances e.g. grinding, descaling etc.
- Contamination from outside/adjacent sources. A contaminant could enter the confined space through porous walls, communicating openings e.g. sewers

Explosive atmospheres:

- High concentration of Oxygen (>23%),
- Fuel e.g. Acetylene gas from leaking welding equipment;
- Methane gas and hydrogen sulphide produced by rotting organic waste in sewers;
- Hydrogen gas produced by contact between aluminium or galvanized metals and corrosive liquids;
- grain or coal dust;
- solvents such as acetone, ethanol, toluene, turpentine, and xylene which may be introduced into the space through spills) and
- Ignition sources e.g. open flames, welding arcs, chemical reaction, arcing of electrical motors etc.)

The risk assessment must be signed by all the people involved in the work to be done in the confined space. Communication between people in a confined space must be established as well as communication with any stand-by staff located outside. Rescue procedures must be established before entry into any confined space which, include a stand-by person. If working under a contractor or client's entry permit, this must be reviewed by a suitably qualified Health and Safety Specialist person to ensure adequacy of risk assessment, control measures and safe working procedures before entry.

C3.5.7.5 *Health and safety specialist*

The contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract. This specialist shall assist with the preparation of the health and safety plan, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the health and safety plan and associated regular inspections etc.

The requirement for a weekly presence on Site necessitates that the Health and Safety Specialist be based locally, at least for the period while the Contractor is working on Site (i.e. during delivery, installation, testing and commissioning).

C3.5.7.6 *Monthly health and safety reports*

The health and safety specialist required in terms of C3.5.6.4 shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the site over the last month, new risk assessments added, potential new risks, new precautions taken, and summarising the results of various inspections required in terms of the health and safety plan, etc. If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R5000.00 on the Contractor, in each instance.

C3.5.8 Environmental Management

The Contractor will be responsible for managing his activities so that damage to the environment is minimised, as per the specifications contained within the Particular Specification attached in Part C6.

C3.5.9 Forms for Contract Administration

The Contractor must provide the Municipality with a completed list of local labourers used with monthly claims.

The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details:

a. Salary / wages spent on local employees versus total wages / salary budget at site
b. Number of local employees employed versus per total workforce at site
c. Amount spent on local suppliers versus budgeted

Any amendments to the list require prior approval from the Municipality. The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.

PSA **GENERAL (1998)**

PSA 1 **SCOPE**

Replace subclause 1.1 with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site."

PSA 2 **INTERPRETATIONS**

PSA 2.3 **Definitions**

In the opening phrase between the words "specification" and "the following", insert the words "the definitions given in the conditions of contract and"

(a) General

Add the following definitions:

"Employer's Agent: All references in the SANS specifications referring to the Engineer shall also be deemed to refer to the Employer's Agent in terms of the General Conditions of Contract.

General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardised specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge and time-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

PSA 2.4 Abbreviations

(a) Abbreviations relating to standard documents

Add the following abbreviation:
"CKS : SABS Co-ordinating Specification."

PSA 3 **MATERIALS**

PSA 3.1 **Quality**

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not. Copies of SABS Certificates of all materials used must be submitted to the Employer's Agent."

Add the following:
"The Contractor must provide the Employer's Agent with at least 48 hours' notice prior to control testing being required. Furthermore, the contractor must make provision in his programme for the undertaking, and calculation of results, of such testing. Construction of layer works over areas for which test results are not available will be undertaken at the Contractors own risk."

Add the following subclause(s)

PSA 3.3 **Ordering of Materials**

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall

0000000134

Replace the third sentence of Subclause 5.1.2 with the following:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be liable for the cost of replacement of pegs which :

(a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and

(b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 **Protection of Existing Structures**

Replace:

" Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)" *WITH* : "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)" : "as amended".

PSA 5.4 **Protection of Overhead and Underground Services**

Replace the heading and the contents of this subclause with the following:

"PSA 5.4 **Location and Protection of Existing Services**

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services that can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site and the provision and utilisation of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purpose of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of Sub-clauses 4.4 and 5.1.2.2 of SABS 1200D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service, which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a Known Service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Employer's Agent immediately any such service is encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to :

(d) Implement all necessary measures as to ensure compliance of the Act by all subcontractors engaged by the Contractor and their employees engaged on the Works; and

(e) Comply fully with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the Site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the Site of all parts of the Site and shall co-operate fully in such inspections and shall make available for inspection, all such documents and records as the Employer's and/or Employer's Agent Representative may reasonably require.
Where any such investigations reveal, or where it comes to the Employer's Agent's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 6.11 of the Conditions of Contract, be entitled to suspend progress on the Works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the Works or any part thereof is suspended by the Employer's Agent in terms of this clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Sub-Clause 9.2 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause.

Add the following subclause:

*PSA 5.9 **Site Meetings**

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held twice a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc, shall be discussed, but not matters concerning the day-to-day running of the Contract."

Add the following :

*PSA 5.10 **Work on, Over, Under or Adjacent to a Railway Line**

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the latest edition of Transnet Specification E7, part 2. The contractor shall obtain a copy of the latest edition, which shall be kept on the site, before any work of this nature is commenced.

Attention is drawn especially to the requirements contained in the E7 Specification regarding approval that must be obtained from Transnet for a work permit or the occupation of property of the Transport Services and the approval of false work and form work plans."

PSA 6 **TOLERANCES**

Add the following subclause:

PSA 6.2 **Degrees of Accuracy**

Add to the subclause:

"Degree of Accuracy 1 shall be applicable to the following parts of the Works unless stated to the contrary elsewhere; weirs, flanges at civil/mechanical interfaces."

*PSA 6.4 **General**

No guarantee is given that the full specified tolerances will be available independently of each other, and the contractor is cautioned in regard to the fact that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities shall for purpose of measurement and payment be determined from the 'authorised' dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the Employer's Agent,

- Cost of all wayleaves.
- Head-office and site overheads and supervision.
- Profit and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works.
- Providing facilities for the Employer's Agent and his staff as specified in Part C3.4: Construction Site Establishment.
- Providing and erecting two new contract name boards as shown on the drawings.
- Providing all the required documentation described in Part C3.
- Adhering and complying with the client's Procurement requirements including the monthly completion of labour and remuneration records."

PSA 8.2 **Payment**

PSA 8.2.1 Fixed-charge and value-related items

Replace the contents of this subclause with the following:
"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid once the works have been completed, the facilities removed and the camp-site cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

(a) The first instalment which is 40% of the sum, will be paid when the contractor has met all his obligations to date under this specification, the general conditions of contract and the special conditions of contract, and where the value of work certified for payment, excluding materials on site and any payments under preliminary and general items is equal to not less than 5% of the total value of the work listed in the schedule of quantities.

(b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding the second instalment referred to herein, exceeds 50% of the tender sum.

(c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the contractor has fulfilled all his obligations to date under this specification, the general conditions of contract and the special conditions of contract.

Should the value of the measured work finally completed by more or less than the tender sum, then the sum tendered under item 8.3.2 will be adjusted pro rata up or down and this adjustment shall be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the time for completion finally authorised."

PSA 8.2.2 Time-related items

Replace the contents of this subclause with the following:

"Three time related items shall be scheduled and shall be full compensation for all time related preliminary and general costs and shall include the following:

- Public holidays
- Year-end break(s) not exceeding 15 working days in duration; and
- The contract period during the normal industry working period outside public holidays and outside the industry shutdown period during December and January."

PSA 8.6 **Prime Cost Items**

Replace Subclause 8.6 with the following:

"PSA 8.6 **Prime Cost Sums**

(a) Description of item to which Prime Cost Sum Applies ..... Unit: PC Sum

(b) Charge required by Contractor on Sub-item (a) above ..... Unit: %

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.
The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

PSA 8.7 **Daywork**

Replace the contents of Subclause 8.7 with the following:

"Measurement and payment shall be in accordance with the provisions of Sub-clause 8.5 of the Conditions of Contract."

Add the following item:

PSA 8.8 **Temporary Works**

PSA 8.8.2 Accommodation of traffic ..... Unit : sum

Add the following:

"Traffic control facilities and traffic management plan to comply to requirements as set by the South African Road Traffic Sign Manual Volume 2 and the Health and Safety Specification.

This amount shall further cover all costs in respect of the provision, erection, moving, re-erection and maintenance of all barriers, road signs, lights and flagmen necessary for the protection of the works, for the construction, gravelling and maintenance of detours and entrance roads affected by the work, as well as the breaking up and removal thereof at the contract completion, and for compliance with all necessary traffic rules and regulations, liaising with the road authorities, and all other costs necessary in respect of accommodation of traffic."

PSA 8.8.3 Protection of infrastructure during construction of pipe at the existing municipal cemetery ..... Unit : sum

Add the following:

"This amount shall cover the cost to protect existing built out structures, all visible services and graves during the construction of the new pipe at the existing cemetery. Trenchless construction will take place, but the Contractor will still need to set out the works and confirm the impact it may have on existing infrastructure. Should it be required to construct section by open excavation, the Contractor will still be required to take additional steps to protect all infrastructure"

Replace item 8.8.4 with the following:

"PSA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the schedule the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are

The amount by which the standing time costs is adjusted shall only apply to delays which, in the opinion of the Employer's Agent, are incurred as a result of a riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control.

Costs for delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to terminate the Contract in terms of the provisions of Clause 9.1.2 of the General Conditions of Contract.

Variations in the Total Tender Sum resulting from payment for delays as a result of standing time costs as described herein shall be excluded from the total tender sum when Clause 6.4 of General Conditions of Contract is applied."

PSA 8.12 **Compliance with The Occupational Health and Safety Act (Act No 85 Of 1993) and Construction Regulations and Specifications included in the Particular Specifications..... Unit: Sum**

The tendered rate shall include full compensation for compliance with the OHS Act and Construction Regulations and the Health and Safety requirements and specification included in this tender document. Refer to the Particular Specifications and Part C3.5.

It shall further include full compensation for the registration of the project with the Authorities (Department of Labour) and any delay in awaiting for approvals by the Authorities.

Temporary barriers and fences for deep or trench excavations required in terms of the contract shall not be paid for separately.

Payment under this item will be made as follows :

(a) The first instalment which is 30% of the sum tendered, will be paid once the contractors Health and Safety Plan is approved by the Employer or the Employers Agent and the Contractor has met all his obligations to date under this specification.

(b) The remainder of the sum tendered will be paid in equal monthly amounts calculated by dividing the sum tendered (less 30%) divided by the contract period in months.

No additional payment will be made should an extension of the contract period be granted. Penalties for non-compliance will be deducted from payments due to the contractor.

PSA 8.13 **Compliance with The Environmental Management Plan and Requirements included in the Particular Specifications ..... Unit: Sum**

The tendered rate shall include full compensation for compliance with the environmental management requirements and specification included in this tender document.

Payment under this item will be made in equal monthly amounts calculated by dividing the sum tendered divided by the contract period in months.

No additional payment will be made should an extension of the contract period be granted. Penalties for non-compliance will be deducted from payments due to the contractor.

PSA 8.19 **Liaison with residents and the local authority .....Unit: Sum**

The tendered rate shall include full compensation for all liaisons with the residents of each area and the Municipality regarding valve closures and issuing of public notices.

Residents must be informed of valve closures at least 48 hours prior to closing of valves.

The tendered rate must include:

- the preparation of an information page which must be delivered to each household to be effected, prior to working in the area.
- the delivery of a notice informing residents of a disruption in the water supply (three days prior to the disruption)
- obtaining a "happy letter" from all residents once the work is completed and gardens re-instated.

PSC **SITE CLEARANCE (1982)**

PSC 3 **MATERIALS**

PSC 3.1 **Disposal of Material**

Add the following:

"The contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 **CONSTRUCTION**

PSC 5.1 **Areas to be Cleared and Grubbed**

Add the following:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 **Cutting of Trees**

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 *Individual trees*

Replace the last sentence with the following:

"An amount of *R600-00* will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.3 **Clearing**

ADD THE FOLLOWING:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels."

Add the following:

"The tenderers attention is drawn to the fact that all items described under subclause 5.3 which are not separately listed in the bill of quantities must be included in the price for Item PSC 5.2.1."

PSC 6 **MEASUREMENT AND PAYMENT**

PSC 6.1 **Basic Principles**

Add the following:

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation have been completed."

PSC 6.2 **Scheduled Items**

PSC 6.2.1 Clear and Grub

Replace the first line with the following:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in m² to the nearest square meter or,"

PSC 6.2.8 Demolish and remove structures / buildings ..... Unit : Sum

The contractor shall ascertain the works necessary to remove the structures complete as given in the schedule of quantities and noted on the drawings.

"The rate shall cover the cost of excavating around the structure, demolishing the structure, disposal of excavated material and rubble, and backfilling of the hole with sand in layers of 300 mm including compaction to 100% of

PSDB **EARTHWORKS (PIPE TRENCHES) (1999(b))**

PSDB 3 **MATERIALS**

PSDB 3.5 **Backfill Materials**

Add the following paragraphs:

"(c) Cement stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Employer's Agent. Aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Solilcrete backfilling

Aggregate for solilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to such a consistency that the mixture can be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7 **Selection**

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 4 **PLANT**

PSDB 4.1 **Excavation Equipment**

Add the following paragraph:

"All excavations in excess of the specified depth and width, must be backfilled with approved backfilling material. No additional payment regarding this will be made, it will be assumed that payment is included in the tendered rates for the applicable items.

Compaction of sand must be to 100% of modified AASHTO maximum density."

PSDB 5 **CONSTRUCTION**

PSDB 5.1 **Precautions**

PSDB 5.1.3 Accommodation of traffic and access to properties

Replace the semicolon and the word "and" at the end of subclause 5.1.3(a) with a full stop and replace item (b) with the following:

"(b) Where necessary to achieve compliance by the Contractor with his obligations in terms of subclause PS 8.1 of Portion 1 Specifications to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Employer's Agent, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Employer's Agent has included in the Schedule of Quantities, particular payment items specifically therefore, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

0000000141

PSDB 8.2.3 Add the following to subclause 8.2.3.

"Where two or more pipes/ducts are to be placed in one trench, the specified base width shall be calculated as follows:

The trench width for the deeper service shall be calculated according to above specifications. The effective trench width for the shallower service shall then be the difference between its specified base width and the overlap with the trench width of the deeper service.

The trench width for subsurface drains shall be as shown on the drawings."

PSDB 8.3 Scheduled Items

PSDB 8.3.2 Excavation

(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material.
Replace "of 1, 0 m" in the first sentence of 8.3.2 (a) with "as scheduled in the schedule of quantities."
Replace the words "measured to the bottom of the bedding layer" with "measured from the final road layer or surface to the pipe invert level".

Replace the phrase "within freehaul distances"
with:

"at a spoil site provided by the contractor or municipal dumpsite unless scheduled otherwise"
Add the following after the last sentence and before paragraph (b).

"The tendered rate for excavation of trenches for electrical cables to be supplied and installed by the Electrical Contractor shall include full compensation for liaising with the Electrical Contractor, maintaining the trenches to allow the installation of the cables, supply and installation of warning tape and backfilling once the Electrical Contractor completed the installation of cables."

Add the following after the third paragraph:

"The rate shall also cover the cost of the additional compactive effort required as specified in 5.7.2 (as amended) and the additional selection of materials as specified in 5.6.2 to comply with the requirements for areas subject to road traffic loads. No additional payment will therefor be made under item 8.3.3.3."

(b) Extra over item (a) above for; and (c) excavate and dispose of unsuitable material from trench bottom

Replace the phrase "within freehaul distances"
with:

"at a spoil site provided by the contractor or municipal dumpsite unless scheduled otherwise"

PSDB 8.3.2 (b) Extra over item (a) for:

Add the following at the end of the existing sub-item 2:

"No payments will be made under sub-items (1) and (2) in respect of any materials measured and paid for under sub-item 3 below."

And add the following new sub-items in 8.3.2(b):

"(3) Hand excavation and backfill where ordered by the Employer's Agent:

(3.1) Soft material ..... Unit: m³
(3.2) Intermediate material ..... Unit: m³

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, or the lesser dimension excavated, which was excavated by hand on the specific prior written instructions of the Employer's Agent; provided always that the Employer's Agent's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Employer's Agent shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor of his obligations under the Contract for:

0000000142

(i) utilise construction appropriate to the nature of the specific parts of the Work and for
(ii) protect existing structures and/or services; and/or
(iii) comply with all prevailing legislation and regulations.

(4) Backfill stabilised with 6% cement where directed by the Employer's Agent ..... Unit : m³

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer's Agent's instructions in accordance with Sub-clause PSDB 3.5(c).

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

PSDB 8.3.3 Excavation ancillaries

PSDB 8.3.3.1 Add the following to the last paragraph:

"The freehaul distance is unlimited and no additional payment will be made for the transport of the material".

PSDB 8.3.3.3 Compaction in road reserves

Replace the heading of this subitem with the following:

*PSDB 8.3.3.3 Compaction in road crossings"

And replace the sentence "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.**3.1**" *with the following:*

"In the case of gravel roads, determining the volume, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket, unless a selected layer is specified then it will be measured from the bottom of the selected layer. The length of the trench used for compacting the quantity for payment will be the actual length under the road."

The rest of the trench shall be backfilled as specified in Clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.8.1."

PSDB 8.3.3.4 *Overhaul*

Delete this item.

No overhaul will be paid on material for the purposes of this contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSDB 8.3.4 Particular items

PSDB 8.3.4(a) Shore trench opposite structure or service

Replace the heading of this subitem with the following:

*PSDB 8.3.4(a) Shore trench opposite structure or service or in restricted workspace

Add 'of the approved design, presentation of method statement' after 'if necessary', in the second sentence.

"Add the following after the last sentence:

The Contractor shall be responsible for the design of all lateral support and shoring. Designs certified by a Registered Professional Engineer including all design assumptions, calculations, drawings and method statements must be submitted to the Employer's Agent for acceptance prior to ordering material and prior to any excavation work commences.

Add the following after the last sentence:

"Separate items will be measured for depths of trenches in increments of 1,0m. The rate for each stated category shall cover the cost of shoring from ground level up to the full depth of the stated category, both sides of the trench. Payment for this item will only be made if written instructions were issued by the Employer's Agent."

PSDB 8.3.5 Existing services that intersect or adjoin a pipe trench

PSLB **BEDDING (PIPES) (1983)**

PSLB 3.2 **Selected Fill Material**

Add the following:

"Where required, selected fill material used for bedding, is to be stabilised with 5% cement as specified under subclause PSDB 3.5(c)."

PSLB 3.3 Bedding

Add the following:

"PVC-U and HDPE pipes are considered to be flexible pipes for the purpose of this subclause."

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words "(but is not required)" in the fifth line with the words "(at its own cost)".

PSLB 5 CONSTRUCTION

PSLB 5.1 General

PSLB 5.1.2 Depth of bedding

Add the following paragraph:

"The dimension "X" for flexible and rigid pipes as indicated on drawing LB-1 will be 150 mm unless otherwise indicated on the drawing. The dimension "X" will be measured from the invert of the pipe."

PSLB 5.1.4 Replace "90%"

with:

"90% (100% for sand)".

PSLB 7 TESTING

Add the following :

PSLB 7.3 Routine Testing

The Contractor must test the bedding density and grading every 50m. A laboratory grading analysis must be undertaken every 50m. All test positions must be recorded by the Contractor and submitted with test results to the Employer's Agent within 7 Days of placing the bedding.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 Principles

PSLB 8.1.1 Supply of Bedding Materials measured seperately

Insert the following words after the word "placing" in the last sentence : "density testing and grading analysis every 50m.".

PSLB 8.1.3 Volume of Bedding Materials

Add the following to paragraph (b):

"The depth of bedding as specified in PSLB 5.1.2 is applicable. The volume of bedding material displaced by the pipeline shall not be included in the calculation of the volume of bedding material."

PSLB 8.1.5 Disposal of Displaced Material

Replace the contents of this subclause with the following:-
"Material displaced by the pipeline and by importation of material from sources other than trench excavation, shall be disposed of outside the boundaries of the site."

PSLD **SEWERS (1982)**

PSLD 3 **MATERIALS**

PSLD 3.1 **Pipes, Fittings and Pipe Joints**

PSLD 3.1.2 Reinforced Concrete Pipes

Replace the contents of this subclause with the following:

Reinforced concrete pipes must be manufactured in accordance with SANS 677 and in accordance with a certified ISO 9001: 2000 quality management system.

Reinforced Concrete pipes shall be of the spigot and socket type, bitumen coated outside with 3 mm thick HDPE lining and shall have water tight socket seals. The minimum class pipe to be used shall be 100 D unless otherwise shown on the drawings or scheduled. The HDPE lining shall comply with SANS 10409:2006 : Design, selection and installation of geomembranes. The HDPE lining shall be a cast in liner, Anchor Knob Sheet (AKS), and 1230knob/m^2 must be cast into the concrete pipe. The knobs must be homogeneously formed with the HDPE liner during the extrusion manufacturing process. The concrete cover of reinforcement on the inside shall be at least 20mm. Water tight rubber rings or other approved flexible joints must be provided.

The concrete for the reinforced concrete pipes shall be manufactured from dolomitic aggregate. For pipe jacking the pipe shall be purpose made and shall be Class 200 D, and have steel guidance rings, steel collars, pressure distribution rings of medium density fibre and all other required accessories. The Contractor shall supply the detailed design of the pipes for pipe jacking to the Employer's Agent including load strength of the pipe and joint detail prior to construction.

Pipes and manholes shall be handled and stored strictly in accordance with the manufacturer's instructions.

PSLD 3.5 **Manholes, Chambers, Etc.**

PSLD 3.5.2 Pre-cast concrete sections

Replace "Drawing LD-5" in the last sentance with "drawings".

Add the following:

"Sectional spun concrete cylinders shall be manufactured from dolomitic aggregate.

Precast concrete sections with an inside diameter of at least 1 000 mm shall be used for manholes.

The soffits of all inlet pipes in a manhole shall be on the same level unless different levels are shown on the drawings. If the outlet pipe is bigger than all the inlet pipes, it shall have the same soffit level as the inlet pipes. To counteract the effects of buoyancy, all manholes deeper than 2,0 m shall be bedded in Grade 20 MPa/19mm concrete to dimensions as specified on the drawings. The concrete bases may be partly precast, subject to approval by the Employer's Agent."

PSLD 3.5.4 Concrete

Add the following:

"Only dolomitic aggregate shall be used for all concrete items".

PSLD 3.5.5 Sand

Add the following:

"Only dolomitic sand shall be used for all concrete items".

PSLD 3.5.7 Step Irons

Delete the contents of this subclause and substitute the following:

"Step irons in AC, concrete ring and brick manholes shall be of the copolymer polypropylene type, such as Calcamite or similar, with a 12 mm dia. high tensile steel reinforced core and shall be of length suitable for fixing in brick, pre-cast concrete or reinforced fibre cement as applicable.

each depth in increments of 0,5 m and 1,0 m. The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) and backfilling with suitable material in accordance with PSLD 5.11 (including import of material if required) additional to what is measured under SABS 1200 DB subclauses 6.2.2 and 6.2.3. The rate shall cover the cost of construction of manholes complete with channels, benching, short pipes (1 m long) and all flexible connections in accordance with the detail shown on the drawings.

The depth category of manholes shall be measured as the difference between the cover level and the deepest invert level of the manhole."

PSLD 6.2.11 Connection to existing sewer at:

Replace with the following:

PSLD 6.2.11 Connection to existing sewer by:

a) Breaking into existing manhole ..... Unit : No

Various depth categories shall be scheduled.

The tendered rate shall include full compensation for excavation, breaking into existing manhole, modifying of the benching inside the manhole, dealing with sewage in the live sewer, ensuring the water tightness of the new connection, ensuring that no rubble or soil enter the system and backfilling in accordance with PSLD 5.11.

The contractor shall at no additional cost to the employer execute the work in such a manner that no rubble, soil or water shall enter the existing sewer system, failing by which he shall be held responsible for the resulting remedial work.

Excavation shall be carried out in a manner to avoid uneven side forces.

b) Breaking into existing sewer and building a new manhole ..... Unit : No

The tendered rate shall include full compensation for locating the existing sewer pipeline, excavating in all materials down to its level and around it, protecting the pipe, disposing of unsuitable and surplus material, shoring and dealing with water if necessary, over-pumping of sewage if necessary to facilitate breaking in, breaking into the pipeline by means of machine cutting, constructing the manhole in accordance with the drawings, connecting the new pipeline to the manhole, importing backfill material and backfill to the provision of all materials, labour and equipment required.

The contractor shall at no additional cost to the employer execute the work in such a manner that no rubble, soil or water shall enter the existing sewer system, failing by which he shall be held responsible for the resulting remedial work.

Excavation shall be carried out in a manner to avoid uneven side forces.

PSLD 6.2.13 Dealing with sewage ..... Unit : Sum

The tendered rate shall include full compensation for dealing with sewage in the existing 400 mm sewer during all connections, crossings and breaking into the pipeline. The tendered rate shall include full compensation for all temporary pipe work, deviations or over pumping as may be required during the construction of the new sewer.

Payment will be made in equal monthly (calculated by dealing the sum tendered by the contract period) intervals for the duration of the contract period.

(c) Full design and calculations which must include expected loads to the sleeve sections he proposes to use, where protection to the sleeve pipe is required, full details including referenced design details which must be generally in accordance with SABS Specifications 0102 Parts a and 2, 1987 and drawings etc., must be included.
(d) Details of calculations and drawings of the proposed method of load from the pipe to the thrust pit wall.
(e) The proposed method of working – i.e. the position of the thrust and reception pits, size and number of jacking points he intends using.
(f) Full details of the joints sealers, sleeves and methods of lubrication and grouting to be employed.
(g) Full details and sketches of the proposed method to be used to seal the joints at intermediate jacking stations, if applicable.
(h) Full details of stabilizing unstable areas and grouting of voids.

The design calculations and drawings shall be signed by a Registered Professional Civil Employer's Agent responsible for the designs with adequate experience in this field.

The Contractor shall not commence any work shown on the said drawing or specified in the said specifications until the Employer's Agent has signified in writing that the Contractor may proceed.

PSLG 5.2.3 Recording of movements

PSLG 5.2.3.1 General

Replace the subclause with the following:

The Contractor shall on a weekly basis, record the line and levels of the road being traversed and submit them to the Employer's Agent within 4 hours of them being recorded.

The Contractor shall provide adequately shored thrust and reception pits, and jacking and mucking operations shall be so carried out that no movement occurs in the embankments.

PSLG 5.4.3 Jacking of pipeline

PSLG 5.4.3.1 General

Add the following:

"To minimize the build-up of skin friction, jacking shall be carried out on a continuous basis. Adequate lighting shall be provided by the Contractor at the night."

PSLG 6 TOLERANCES

PSLG 6.1 General

Add the following:

"A copy of the results of all checks together with a statement detailing corrective measures taken shall be available for the inspection on Site at all times and further copies shall be submitted to the Employer's Agent on a weekly basis."

PSLG 8.1 Measurement and Payment

Add the following:

PSLG 8.2.12 Grouting between concrete pipe sleeve and the GRP gravity main sewer.....Unit : m³

The void between the jacking sleeve pipe and the gravity main sewer pipe must be filled with a 1:3 cement sand mixture. (Grouting)

The tendered rate shall include full compensation for the provision and installation of the specified grouting.

0000000147

PL1 GENERAL

PL1.1 Scope

This Particular Specification covers the design, manufacture, testing and construction of underground pressure pipes, fittings and joints machine made of thermosetting polyester resin reinforced with filament-wound glass fibre roving and sand for the conveyance of potable and aggressive raw water at ambient temperatures. It is applicable to pipes and associated fittings having nominal diameters from DW 200 to DW 2000 for use at pressures of up to WP 2,5 MPa.

NOTE:

(a) All manufacturers of GRP pipes, fittings and joints must be quality listed by the South African Bureau of Standards to comply with SABS ISO 9002.
(b) The GRP pressure pipelines should not be constructed above the ground due to their uncertain resistance to ultra-violet degradation unless it is suitably protected against direct exposure from sunlight.
(c) Proper bedding and backfill procedures are essential to the performance of the pipe and must be thoroughly understood and carefully observed during installation.

PL1.2 References

The following documents form a part of this Specification to the extent specified herein. In any case of conflict, the requirements of this Specification shall prevail. The latest issues shall apply.

SABS 974-1	Rubber joint rings (non-cellular) Part 1: Joint rings for use in water, sewer and drainage systems.
SABS 1200	Standardized Specification for civil engineering construction - 1. Section DB: Earthworks (pipe trenches) 2. Section L: Medium-pressure pipelines 3. Section LB: Bedding (pipes)
SABS 0102-1	The selection of pipes for buried pipelines 1. Part 1: General provisions 2. Part IV: Flexible pipes
BS 2782	(ISO 75) Methods of testing plastics; Part 1: Method 121A
BS 3532	Unsaturated polyester resin systems
BSEN 1092	Circular flanges for pipes, valves and fittings Section 3.1 Specification for steel flanges
BSEN 14364, BSEN 1796	Glass-reinforced plastic (GRP) pipes, joints and fittings for use for water supply or sewerage.
BS 6920	Suitability of non-metallic products for use in contact with water intended for human consumption with regard to their effect on the quality of water. Part 1: Specification
ANSI/AWWA	C950 Fibreglass pressure pipe
SABS ISO 9002	Quality systems: Model for quality assurance in production and installation.
ASTM D2996	Filament-wound reinforced thermosetting resin pipe

PL1.3 Components

The following materials are used for the manufacture of GRP pipes:

(a) Polyester thermosetting resin, isophthalic type; orthophthalic resins shall not be used for works with a technical life exceeding 10 years.
(b) Continuous glass fibre roving reinforcement
(c) Silica sand (aggregate) or other similar inert fillers
(d) Resin additives, such as pigments, dyes or other colouring agents if used, shall in no way be detrimental to the performance of the product.

C-glass: A soda-lime borosilicate glass, chemical-resistant, used for the inner layer of the pipes and fittings in direct contact with the water.

E-glass: A calcium alumino-borosilicate glass containing other oxides, incorporated for enhanced corrosion resistance, and having a useful balance of structural, chemical and electrical properties. It is used for the intermediate (structural layer).

PL2.4 **Aggregate**

Inert granular material, size 0,05 to 4,75 mm, such as graded and washed silica sands, may be incorporated where they are a designed part of the composite structure to increase the stiffness of the pipe and thus its resistance to external loads and negative pressure, if it exists.

PL2.5 **Gaskets**

PL2.5.1 **Joint-ring gaskets**

Joint-ring gaskets shall be made from non-cellular synthetic rubber material and shall comply with the requirements of SABS 974-1: Part 1, class 70. The finished rings shall not contain any reclaimed rubber, vulcanized waste or any substance which will cause the rubber to impart a taste or smell to the water.

PL2.5.2 **Flange gaskets**

Gaskets for flanged joints shall be full-faced and in one piece, with the inner diameter of the gasket 6 mm larger than the inner diameter of the flange and the outer diameter not exceeding the outer diameter of the flange. For pressures up to and including 1,6 MPa, cloth-inserted rubber may be used.

Note: Gaskets should be protected from unnecessary exposure to the effects of ultra-violet radiation, light and ozone.

PL3 **DESIGN**

PL3.1 **Pipe Design**

PL3.1.1 **Design pressure**

The design pressure in the system due to working pressure plus surge pressure shall not exceed 1,5 times the pressure class of the pipe. Excessive surge pressure should be anticipated in the design phase and the causative condition should be eliminated or automatic surge pressure relief provided.

PL3.1.2 **Dimensions**

PL3.1.2.1 **Diameter of pipes**

(a) Nominal size (DN) pipes shall be designated by a nominal size.
(b) The work size (DW) shall be declared by the manufacturer and shall not differ from the value of the nominal size of the pipe by more than + 3,5 % or -3,5%.
The manufacturing tolerance on the work size shall comply with the permissible deviations as follows:
i) For pipes of nominal size up to and including 600: ± 3,0 mm
ii) For pipes over 600 nominal size: ± 0,5%

PL3.1.2.2 **Lengths**

The pipe effective length shall be preferred 6 m with a tolerance of ± 25 mm. Other effective lengths are permissible and may be supplied by agreement between the manufacturer and the Engineer. A maximum of 5% of the total length supplied in any one nominal size and class may be supplied in random lengths where the random length shall not be less than 1,5 m, except for special orders.

PL3.1.2.3 **Wall thickness**

When measured to an accuracy of 0,1 mm, the wall thickness shall not be less than the figure declared and used by the manufacturer in the calculations for the design of the pipe.

PL3.1.2.4 **End squareness**

All pipe ends shall be square to the axis. The tolerances on out-of-squareness shall be (2 mm + 0,005 DW) with a maximum of 10 mm, where DW is the work size of the pipe.

(c) Flange adaptors with flat joint face of flange, rubber sealing rings, bolts and nuts. The required thickness of the adaptor's flange shall be less than the thickness of the standard mating flange due to the reduction of end and side thrust which is absorbed by the flexibility of the rubber sealing rings. The flange adaptors do not provide the rigidity or anchorage of standard flange joints and should be anchored accordingly.

PL3.1.10 Marking

Each pipe and fitting shall be marked with the following information in such a manner that it remains legible under normal handling and installation practices:

(a) The manufacturer's name (or identity code)
(b) The nominal size
(c) The pressure rating
(d) The stiffness rating in Nm^2
(e) The date of manufacture
(f) The angle of bend (in degrees) of fittings

PL3.2 Pipeline Design

PL3.2.1 General

The necessary hydraulic economic and structural assessments shall be made in accordance with recognised practice. The factors considered should include service, environmental considerations, pipeline protective devices to control the pressure and the flow, joints and external and internal corrosion resistance.

PL3.2.2 Access to pipeline

Internal access shall be provided at intervals for inspection, maintenance and the removal of obstructions, giving consideration to the need to provide a safe working environment at all times.

PL3.2.3 Anchors and thrust blocks

Anchors and thrust blocks are required at changes of pipe size, direction of the pipeline and isolating and scour valves, to withstand the forces developed by the internal pressure.

The safe bearing pressure of the surrounding soil should be determined from field tests and taken into account in the design of the structure.

Where fittings are manufactured in GRP, they should be completely encased in reinforced concrete.

Where GRP pipes enter manholes or pass-through solid structures, anchor blocks or valve chambers, it is essential to provide flexibility to the pipeline at either side of the structure. This shall be effected by introducing two flexible joints to the pipeline on each side of the structure so that the first joint is no more than one pipe diameter or 600 mm, whichever is the greater, from the structure and the second is approximately 1,5 diameter from the first.

At the point of pipe entry into the structure, the circumference of the pipe shall be wrapped with a 10 to 20 mm thick (depending on the pipe diameter) and 200 mm wide band of a non-degradable compressible material (rubber) to help the pipe to absorb the stresses resulting from pipe deflection outside the structure. In addition, at this point it is necessary to increase the bed depth not less than one (1) pipe diameter for a length not less than two (2) pipe diameters and trench width to a minimum of three (3) pipe diameters for a length of three (3) to five (5) pipe diameters.

Where water tightness between pipe and structure is required, pipes should be supplied with puddle flanges laminated into the pipe. Puddle flanges should not be used to anchor the pipe against thrust unless specifically designed to do so. The external surface of the pipe shall be treated to improve its bond with the concrete by painting with a suitable resin and blending with sand to give a roughened surface prior to placing the concrete. The pipe manufacturer's advice should be sought when determining suitable resins.

PL4 CONSTRUCTION

PL4.1 Transport, Handling and Storage

Transport, handling and storage shall be as specified, where applicable, in SABS 1200 L: Medium-pressure pipelines.

Care must be exercised at all stages during the transportation, handling and laying of GRP pipe to minimise the possibility of overstressing, point loading or otherwise damaging the pipe wall, since this can have a

Annexure E: Consultants Technical Report

Caring
Innovative
Focussed

Neil
LYNERS
and Associates (RF) (Pty) Ltd

Consulting Engineers & Project Managers
Postal Address : P O Box 4901 TYGERVALLEY 7536
Street Address : South Gate Building, Ground Floor
South Gate Entrance, Carl Cronjé Drive
Tyger Valley Waterfront BELLVILLE 7530
Tel: +27 (0) 21 914 0300
E-mail: bellville@lyners.co.za | Website: www.lyners.co.za

Our reference : 20174C/COR/CK/ck/12

Your reference :

Theewaterskloof Municipality
PO Box 24
CALEDON
7230

Attention: Mr Nigel Kayser

Sir

20174C: CALEDON BULK SEWER: FLOOD DAMAGE TO EXISTING STREAM CROSSING

During 2017 Phase 1 of the new bulk sewer outfall pipe between Caledon and the Caledon Wastewater Treatment Works was completed. As part of this scope of work, a new river crossing was completed at chainage 2300, directly upstream of an existing culvert crossing, to cross the Badsriver. The river crossing consisted of a 600mm diameter steel pipe on in-situ cast concrete pipe supports.

During June and September 2023, heavy rainfall took place in the catchment area of the Badsriver, causing the water level of the river to raise while washing down debris. Accordingly, a buildup of debris took place at the crossing causing water flow over the pipe crossing and washing away the eastern approach and headwall of the nearby culvert crossing. The foundation of the culvert was also damaged due to erosion.

Your request for Lyners to assist can be summarized as follows:

- Provide a short-term solution to protect the integrity of the sewer pipe crossing.
- Provide a phased solution to prevent this damage from happening again.

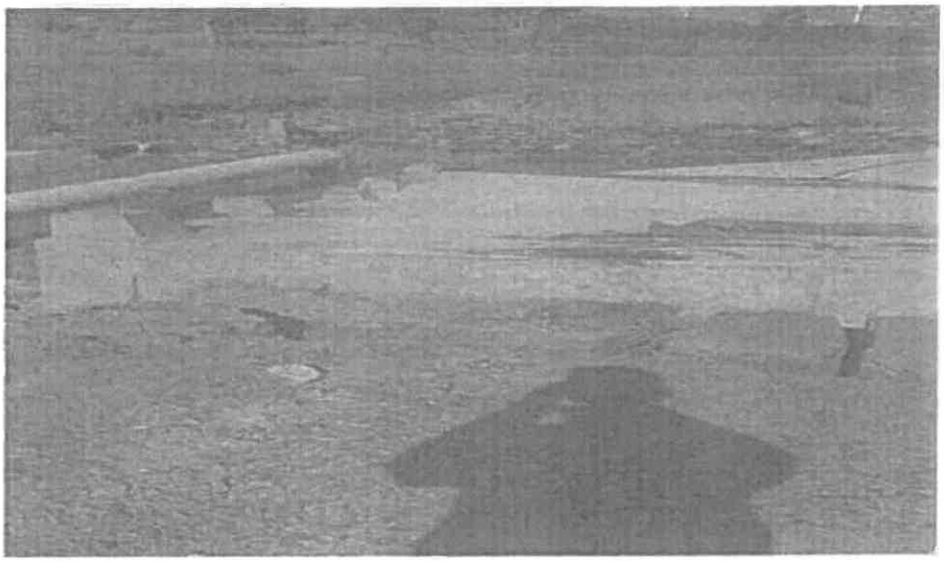
1. SHORT-TERM SOLUTION

Installing a fence or barricade in the area is crucial to prevent the public from accessing the culvert or the pipe crossing. During our site visit, we observed school children using the pipe crossing as a bridge.

Clearing debris from the area is critical to ensure unrestricted water flow. Additionally, removing the silt buildup beneath the crossing will be necessary to increase the clearance height. Special precautions must be taken to avoid compromising the foundation of the existing pipe supports.



As shown in the image below, a portion of the existing GRP pipe became exposed due to erosion. The pipe collar will need temporary support until a more permanent solution can be implemented. It will also be required to prevent water from entering this area again and undermining the pipe support.





After cleaning the area and installing temporary support, the vertical alignment of the pipe must be verified to confirm that it remained stable during the flooding.

2. PERMANENT SOLUTION

Due to budget constraints, phased repairs of the damaged infrastructure are necessary. The primary focus, as part of Phase 1, should be on providing permanent support and protection for the sewer stream crossing. This involves the following steps:

- Increasing the clearance height under the pipe crossing and implementing measures to prevent debris and silt buildup.
- Backfilling the exposed section of the GRP pipe with sufficient support and implementing measures to assist with erosion management.

Phase 2 will involve constructing a new culvert crossing and integrating the pipe crossing into the concrete wingwalls of the culvert. It must be noted that this culvert is privately owned as it is on a private road towards the farm Klipheuwel.

It will be essential to determine the stream's floodplain and flow height to ensure unobstructed water passage through the pipe crossing and culvert. Allowance must also be made for debris to pass through as well as adequate access to maintain the area before and during winter periods.

Currently, only one culvert is in place. Exploring the option of adding extra culverts on both sides, at a higher level, is necessary. This measure ensures that in case of another debris and silt buildup against the pipe crossing and main culvert, water can safely flow through the additional culverts.

For the above construction activities to take place, a Water Usage License (WUL) will be required. It is therefore critical that discussions take place between Theewaterskloof Municipality, the appointed Environmental Consultant and the Department of Water and Sanitation.

The below cost estimates are for information and exclude any professional costs.

Description	Phase 1
Preliminary and General Costs	R 46 800.00
Removal of silt and debris	R 10 000.00
Construction of temporary pipe support	R 30 000.00
Backfilling of area - repair of stream bank	R 20 000.00
Placement of large diameter rock to protect stream bank	R 200 000.00
Subtotal (Excl VAT)	R 306 800.00
VAT	R 46 020.00
Total (Incl VAT)	R 352 820.00

Description	Phase 2
Preliminary and General Costs	R 585 200.00
Site clearance - removal debris and old culvert	R 80 000.00
Casting of pipes along stream banks into wingwalls	R 60 000.00
Placement of large diameter rock to protect stream bank	R 300 000.00
Subtotal (Excl VAT)	R 1 358 020.00
VAT	R 407 406.00
Total (Incl VAT)	R 1 765 426.00

3. LONG-TERM SOLUTION

To prevent future damage and serve as a long-term solution, investigating the possibility of raising the bulk sewer crossing's level is crucial. This involves reinstalling the upstream portion of the pipeline at a flatter grade and potentially elevating the pipe crossing's invert above the stream banks. Relocating the pipe supports outside the main flow of the stream is also necessary.

We trust you will find the above information in order to assist with the way forward and to prevent further possible damages and the possibility of the pipe breaking and discharging sewage into the Badsriver.

Please feel free to contact us for further assistance.

Yours faithfully

Charl Koegelenberg Pr Tech Eng
for LYNERS

SIGNING OF AGREEMENTS/DOCUMENTS

File reference number: **CBS 01/2023/24 (Contract 2)**

Type of Document: **Contract (Deviation)**

Who is the other party: **Umzali Civils (Pty) Ltd.**

Document prepared by:
I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Nigel Kayser will be the Contract Manager for the works.

Name and Surname: **Nigel Kayser**

..... 20/10/2023
Signature DATE

Document checked by:
Supply Chain Management Department: (Applies to contracts where the contractor was appointed through the SCM process. I confirm that the relevant council resolutions, tender conditions and deviation award have been complied with and therefore the rights of the Council are protected in all material respects. Deviation process was followed

Name and Surname: **Annielle Martin**

..... 20/10/2023
Signature DATE

Legal Services:
It is confirmed that I have reviewed the contract. It complies in all respects with the relevant council resolutions, tender conditions and deviation award and legal requirements as provided to me by the Contract Manager and that the rights of Council are thereby protected. There is no apparent reason why the contract cannot be signed by the relevant delegated authority.

It is recommended that the following changes should be made.....

Name and Surname: **Adielah Jonkers**

....
Signature DATE

Document signed by Municipal Manager and/or Delegated Authority

Name and Surname: **WSE Solomons-Johannes**

..... 31.10.2023
Signature DATE

CONTRACT 2 - CBS 01/2023/24

Made and entered into by and between:

THEEWATERSKLOOF MUNICIPALITY

Duly represented herein by WSE Solomons-Johannes

(Hereinafter referred to as "MUNICIPALITY")

And

UMZALI CIVILS (PTY) LTD. (REGISTRATION NO.: 2006/021691/07) duly represented herein by Stan Mitchell

(Identity Number [redacted]**)**

(Hereinafter referred to as "SERVICE PROVIDER")

WHEREAS the Municipality awarded contract no. **CBS 01/2023/24: Emergency Repair for Flood Damage**

WHEREAS the parties wish to proceed to enter into a contract to conclude, that the works was done in terms of the attached Bill of Quantities and the award made to the service provider in terms of Regulation 36 of the SCM Policy.

NOW THEREFORE the parties agree to as follows:

1. The contract is for an amount of R 154 198.90 (One Hundred Fifty Four Thousand One Hundred Ninety Eight Rand Ninety Cents) VAT inclusive.
2. The contract commences on Monday, 09 October 2023 notwithstanding the signature date hereof.

THUS DONE AND SIGNED on the 20 day of October 2023

at Blackheath by Stan Mitchell for and on behalf of **UMZALI CIVILS (PTY) LTD.** in His capacity as Owner/Director and properly authorised thereto.

AS WITNESS:

1. .....

2 .....

.....
FOR AND ON BEHALF OF
UMZALI CIVILS (PTY) LTD.

THUS DONE AND SIGNED on the 31 day of October 2023

at Caledon by MM for and on behalf of the Municipality in his capacity as Municipal Manager and properly authorised thereto by ordinary resolution of the Municipality.

AS WITNESS:

1. .....

2. .....

.....
FOR AND ON BEHALF OF
THEEWATERSKLOOF MUNICIPALITY

JOB NAME: CALEDON EMERGENCY REPAIR

ITEM	DESCRIPTION	UNIT	BILLED QUANT	RATE	BILLED AMOUNT
1	**SECTION 1: GENERAL**				
	FIXED-CHARGE ITEMS				
1.1	Contractual Requirements & establishment	Sum	1	R 19 767,00	R 19 767,00
	TIME-RELATED ITEMS				
1,2	Time related items, supervision, survey & insurance	Sum	1	R 29 637,00	R 29 637,00
	TOTAL CARRIED TO SUMMARY (Section 1)				**R 49 404,00**

ITEM	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2	**SECTION 2: PIPEWORK REPAIR**				
	Prepare pipe for jointing				
2,1	Investigate concrete below pipe position.	Sum	1	R 3 750,00	R 3 750,00
2,2	Place large concrete block to act as cradle for new pipe	m3	1	R 5 450,00	R 5 450,00
2,3	Move existing material and construct sand bank on upstream side of new pipe position	m3	1	R 4 210,00	R 4 210,00
2,4	Re-align old pipe to line up to existing	Sum	1	R 4 840,00	R 4 840,00
	Supply new steel pipe and joint (not at same time as preperation)				
2,5	Supply new 6m untreated steil pipe 600mm dia	m	6	R 4 207,50	R 25 245,00
2,6	Supply new 600mm dia VJ couplings	No	2	R 5 878,00	R 11 756,00
2,6	Place new pipe on sand bank, cut existing GRP pipe to fit, install and joint with VJ couplings	Sum	1	R 29 431,00	R 29 431,00
	TOTAL CARRIED TO SUMMARY (Section 2)				**R 84 682,00**

SUMMARY OF BILL OF QUANTITIES		
	GENERAL	**R 49 404,00**
	ROADS	**R 84 682,00**
	TOTAL EXCL VAT	**R 134 086,00**

JOB NAME: CALEDON EMERGENCY REPAIR

BILL OF QUANTITIES

DATE: OCT 2023

	SECTION		SCHEDULED AMOUNT
1	GENERAL	R	49 404,00
2	ROADS	R	84 682,00
	TOTAL OF SECTIONS	R	134 086,00
	Plus 15% vat	R	20 112,90
	TOTAL INCL. VAT	R	154 198,90

Annexure B

THEEWATERSKLOOF MUNISIPALITEIT

BOD SPESIFIKASIE KOMITEE VERGADERING

NOTULE

12 JUNIE 2023

BOD SPESIFIKASIE KOMITEEVERGADERING

NOTULE

12 JUNIE 2023

ITEM NR	ITEM DESCRIPTION	PAGE NR

A. **OPENING: VERWELKOMING**

B. **BYWONINGSREGISTER**

B.1. Teenwoordig

B.2. Aansoek(e) om verlof tot afwesigheid

C. **AGENDA ITEMS VIR BESPREKING**

C.1. **Direktoraat: Tegniese & Infrastruktuur Implementeringsdienste**

ENG 11/2023/24 Upgrading of Caledon Bulk Sewer Pipe Line, Phase 4B: Portion 1

D. **VERDAGING**

THEEWATERSKLOOF MUNISIPALITEIT

NOTULE VAN 'N BOD SPESIFIKASIE KOMITEEVERGADERING GEHOU OP 12 JUNIE 2023 OM 12:00 IN DIE KOMITEEKAMER MUNICSIPALE KANTORE, CALEDON

A. OPENING EN VERWELKOMING

Mnr V Arendse, wat as Voorsitter optree, verwelkom almal teenwoordig.

B. BYWONINGSREGISTER

B.1. Teenwoordig

Mnr V Arendse
Mnr S Francis
Mnr G Louw
Mnr R Titus
Mnr N Kayser
Me A Abrahams [Waarnemer]

B.2. Aansoek(e) om verlof tot afwesigheid

Mnr N La Grange

C. SAKE VOORGELê VIR BESPREKING

C.1. Direktoraat: Tegniese & Infrastruktuur Implementeringsdienste

ENG 11/2023/24 Upgrading of Caledon Bulk Sewer Pipe Line, Phase 4B: Portion 1

C.1.1. AANBEVELING VAN BOD SPESIFIKASIE KOMITEE: 12 JUNIE 2023

1. **Dat tender ENG 11/2023/24 aanbeveel word vir advertering.**

2. **Dat al die wetlike prosedures deur die Direktoraat: Tegniese & Infrastruktuur Implementeringsdienste gevolg moet word voor advertering plaasvind.**

D. **VERDAGING**

Die vergadering verdaag om 14:52.

SAAMGESTEL DEUR: .....
Z BARON
SEKRETARIAAT

Ashley Hendricks

From: Ashley Hendricks
Sent: Friday, 11 August 2023 14:26
To: Nico La Grange
Cc: Nigel Kayser
Subject: RE: Technical Evaluation - ENG 11/2023/24
Attachments: BOQ Check.xlsx; Technical Evaluation - ENG 11-2023-24.pdf

Good day Nico,

Find attach the technical evaluation of ENG 11/2023/24.

Kind Regards,

MUNISIPALITEIT THEEWATERSKLOOF MUNICIPALITY

19 Oktober / October 2023

BOD EVALUERINGSKOMITEE VERGADERING
BID EVALUATION COMMITTEE MEETING

AGENDA

LEDE:	Mnr/Mr N La Grange
MEMBERS:	Mnr/Mr V Arendse
	Mnr/Mr G Louw
	Mnr/Mr R Titus
KONTRAKBESTUURDER:	Mnr/Mr N Kayser
CONTRACT MANAGER:	
WAARNEMER:	Me/Ms A Abrahams
OBSERVER:	

Kennis geskied hiermee dat 'n **Bod Evalueringskomitee vergadering** geskeduleer is vir **Woensdag, 25 Oktober 2023** om **14:00** in die **Komiteekamer Munisipale Kantore** ten einde die onderstaande agenda te behandel.

Notice is hereby given of a **Bid Evaluation Committee Meeting** which is scheduled for **Wednesday, 25 October 2023** at **14:00** in the **Committee Room Municipal Offices** to discuss the undermentioned Agenda.

Die uwe / Yours faithfully

Mr N la Grange
VOORSITTER / CHAIRPERSON

BOD EVALUERING KOMITEEVERGADERING / BID EVALUATION COMMITTEE MEETING

AGENDA

25 OKTOBER / OCTOBER 2023

ITEM NR/NO	ITEM BESKRYWING / DESCRIPTION	BLADSY NO / PAGE NR

A. **OPENING: VERWELKOMING / OPENING: WELCOMING**

B. **BYWONINGSREGISTER / ATTENDANCE REGISTER**

B.1. Teenwoordig / Present

B.2. Aansoek(e) om verlof tot afwesigheid / Application(s) for absence of leave

C. **AGENDA ITEMS VIR BESPREKING / AGENDA-ITEMS FOR DISCUSSION**

C.1. **Direktoraat: Tegniese & Infrastruktuur implementeringsdienste**
Directorate: Technical & Infrastructure Implementation Services

ENG 11/2023/24 Civil Construction Works For The Existing Botrivier Wastewater Treatment Works

D. **VERDAGING / ADJOURNMENT**

Theewaterskloof
Municipality

END-USER AND SUPPLY CHAIM MANAGEMENT EVALUATION REPORT FOR

TENDER NO.: ENG 11/2023/24:

CIVIL CONSTRUCTION WORKS FOR THE EXISTING BOTRIVIER WASTEWATER TREATMENT WORKS

1. AIM OF REPORT

To present to the Bid Evaluation Committee the Supply Management & Technical Tender Evaluation Report for the appointment of a service provider for Construction of Caledon Bulk Sewer Phase 4B: Portion 1

No.	Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (Calendar Days)
1	Noktada Construction(Pty)Ltd	5 941 486.50	147
2	Batsini(Pty)Ltd	7 801 188.97	135
3	Lwazi Construction	7 921 555.40	106
4	Benver Civils + Plant Hire	8 185 928.85	150 – 155
5	Leavy Space(Pty) Ltd	8 465 475.76	154
6	Triple C Maintenance & Services	9 095 355.19	168
7	Umzali Civils(Pty)Ltd	10 103 275.24	142
8	Rods Construction	12 033 984.22	210

2. TENDER DETAILS

The invitation to tender was advertised on Municipal Website, Notice Board, e-tender, CIDB and Die Burger on Thursday, 22 June 2023. Eight (8) tenders were received on the closing date Friday, 28 July 2023.Tender validity period is 90 days which indicates an expiry date of 19 October 2023. Refer to table 1 showing the names of the tenderers and their total tender amounts. The tender was advertised for 35 days.

3. DISCUSSION

During the weekend of 22 September 2023, Caledon and surrounds experienced heavy down pours which escalated in infrastructure being damaged. This necessitated emergency response to be activated to rescue human lives from any danger.

We immediately assessed the dire situation and apart from other damaged infrastructure the main priority was the 700mm sewer line that is depositing raw sewer into the Baths River. Apart from live stock being dependent on the river water there is also abstraction for human consumption.

The National Environmental Act 1998 defines in Sec. 30 this occurrence as an incident and further more indicates that the municipality is the responsible entity.

"Control of emergency incidents
S30. (1) In this section—
(a) "incident" means an unexpected sudden occurrence. including a major emission, fire or explosion leading to serious danger to the public or potentially serious pollution of or detriment to the environment. Whether immediate or delayed.
(b) "responsible person.. includes any person who~

(i) is responsible for the incident;
(ii) owns any hazardous substance involved in the incident; or 5
(iii) was in control of any hazardous substance involved in the incident at the time of the incident;
(c) .'relevant authority" means—
(i) a municipality with jurisdiction over the area in which an incident occurs:

Now considering the beforementioned the following is prescribed in terms of chapter 7 of the National Environmental Management Act 1998 Section 28:

S28(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

(2) Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures. include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which—
(a) any activity or process is or was performed or undertaken; or
(b) any other situation exists,
which causes. has caused or is likely to cause significant pollution or degradation of the environment.

(3) The measures required in terms of subsection (1) may include measures
(a) investigate, assess and evaluate the impact on the environment:
(b) inform and educate employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment:
(c) cease, modify or control any act, activity or process causing the pollution or degradation.
(d) contain or prevent the movement of pollutants or the causant of degradation:
(e) eliminate any source of the pollution or degradation: or
(f) remedy the effects of the pollution or degradation."

Urgent repairs need to be undertaken in order to limit further contamination of the river stream and to be compliant with Sec. 19(3), 20(5) and 53(1) of the National Water Act (NWA) Act. No. 36 of 1998): For Pollution of the Water Resource Bads River), Caledon.

Eng 11 2023/24 Bulk sewer Caledon was advertised on 22 June 2023. At the closing we received the following tenders:

Name of Bidder	All Inclusive Tendered Amount "R"	Construction Duration (calendar days)
Noktada Construction (Pty) Ltd.	5 941 486.50	147
Batsini (Pty) Ltd.	7 801 188.97	135
Lwazi Construction	7 921 555.40	106
Benver Civils + Plant Hire	8 185 928.85	150 – 155
Leafy Space (Pty) Ltd.	8 465 475.76	154
Triple C Maintenance & Services	9 095 355.19	168
Umzali Civils (Pty) Ltd.	10 103 275.24	142
Rods Construction	12 033 984.22	210

In terms of the procurement process followed we suggest that we appoint the service provider Umzali Civils (Pty) Ltd. as he was the only compliant Tenderer in terms of SCM competitive bidding process followed.

In the absence of a Bid Adjudication Committee in terms of Regulation 29 of the municipality's SCM Policy and the urgency of the repairs we are obligated to act as a matter of urgency and emergency with regards to the NEMA Act as stated abovementioned.

It is therefore recommended to deviate from the normal SCM procedures in terms of Regulation 36(1)(a)(i) (a)(b)(c) and (d) of the SCM Procurement Policy, to appoint Umzali Civils (Pty) Ltd. for the Construction of Caledon Bulk Sewer In terms of the exact conditions of the tender advertised and the Consultants Technical report as found attached inclusive of the reasons stated."

5. LEGAL IMPLICATION

Must comply with the pre-scribed sections as set out in the MFMA, SCM Regulation, TWK SCM Policy and PPR of 2022.

6. RECOMMENDATION BY END-USER AND SUPPLY CHAIN MANAGEMENT –

End-user and Supply Chain Management recommended that the tender **ENG 11/2023/24 – Civil Construction Works For The Existing Botrivier Wastewater Treatment Works** be cancelled in terms of Regulation Section 13 (1)(a)(c) of the Supply Chain Management Policy in line with the Preferential Procurement Regulation of 2017

"Reg. 13(1) states the following:"

13.(1) an organ of state may, before the award of a tender, cancel a tender invitation if-

- *a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;*
- *b) Funds are no longer available to cover the total envisaged expenditure;*
- *c) No acceptable tender is received; or*
- *d) There is material irregularity in the tender process.*

8. ANNEXURES

Annexure A: Advert
Annexure B: List of Tenders Received
Annexure C: Technical Evaluation Report
Annexure D: Deviation of Umzali Civils.
Annexure E: Checklist

Annexure A: Advert

Annexure C

AUDITOR-GENERAL
SOUTH AFRICA

The Accounting Officer
Theewaterskloof Municipality
PO Box 24
Caledon
7230

28 October 2024

Reference: Communication No.21 of 2023

Dear Mr. R Stevens

COMMUNICATION OF FINDINGS IDENTIFIED DURING THE AUDIT OF COMPLIANCE WITH LEGISLATION FOR THE YEAR ENDED 30 JUNE 2024

SCM: Reason for not following the official procurement processes (Deviation) not justifiable

Background

1. In performing the audit of compliance with legislation, we identified instances of non-compliance as described in the annexure. We have recorded the internal control deficiency that gave rise to the instances of non-compliance and our recommendation for correcting the instances of non-compliance for your consideration.
2. The finding will be included in the management report including your comments and our final response.

Required

3. You are requested to indicate whether you agree with the facts stated in the annexure including whether you agree with the identified internal control deficiency. Should you disagree, please provide us with documentary evidence to the contrary within 5 days from the date of this communication, as agreed in the engagement letter.
4. Should you agree, you are hereby requested to make the necessary corrections.
5. Should you choose not to make the necessary corrections, kindly communicate your reasons for this within 5 days from the date of this communication, as agreed in the engagement letter. The remaining uncorrected misstatement will then be evaluated for reporting purposes based on materiality.
6. Should you choose to make the necessary corrections, kindly refer the point(s) described below and provide us with the necessary information within 5 days from the date of this communication, as agreed in the engagement letter.
7. Please provide us with the reasons for the instances of non-compliance and the steps that will be taken to rectify the matter in future.

Yours sincerely

Unathi Mnqanqeni
Senior Manager: Western Cape

Enquiries: Henno Pretorius
Cell phone: 064 907 4146
Telephone: (021) 528 4100
Fax: (021) 528 4200
Email: hennop@agsa.co.za

Acknowledgement of receipt by management:

Received by _____ Date _____

DETAILED AUDIT FINDING

Procurement and contract management

Unjustified deviations from normal Supply chain processes

In terms of section 2(1)(b) of the Supply Chain Management (SCM) regulations, *"each municipality and municipal entity must in terms of section 111 of the Act have and implement a supply chain management policy that –*

(b) is fair, equitable, transparent, competitive and cost effective;"

Section 19 of the Municipal Supply Chain Management Regulations on Competitive bids states *"A supply chain management policy must specify—*

a) *that goods or services above a transaction value of R200 000 (VAT included) and long-term contracts may be procured by the municipality or municipal entity only through a competitive bidding process, subject to regulation 11(2); and*
b) *that no requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process."*

Section 36 of the Municipal Supply Chain Management Regulations states that;

(1.) "A supply chain management policy may allow the accounting officer –
(a.) to dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
(i) In the case an emergency;
(ii) If such goods or services are produced or available from a single provider only;
(iii) For the acquisition of special works of art or historical objects where specifications are difficult to compile;
(iv) Acquisition of animals for zoos; or
(v) In any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
(b.) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely technical.

(2.) The accounting officer must record the reasons for any deviations in terms of sub-regulation (1) (a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements

(3.) In terms of the Supply Chain Management (SCM) regulations 5: "An accounting officer may in terms of section 79 or 1 06 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of regulation 4(1), but any such sub delegation must be consistent with sub regulation (2) and regulation 4".

Furthermore, paragraph 37 of the municipality's supply chain policy states that:
"37. DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES

1. *The Accounting Officer may –*

a) *dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –*
(i) in an emergency; (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)

Circumstances that warrant emergency dispensation, includes but are not limited to –

a) *the possibility of human injury or death,*
b) *the prevalence of human suffering or deprivation of rights,*
c) *the possibility of damage to property, or suffering and death of livestock and animals, the*
d) *interruption of essential services, including transportation and communication facilities or*
e) *support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,*
f) *the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,*
g) *the possibility that the security of the state could be compromised.*

2. *The Accounting Officer must record the reasons for any deviations in terms of subparagraphs 36(1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.*
3. *Subparagraph 36(2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy."*

During our testing of this deviation, we identified several instances where the justification for the deviation was inadequate.

Annexure D

RECOMMENDATION BY ITEM AUTHOR:

It is therefore recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, it is recommended that the irregular expenditure in the amount of R10 746 518. 67 be written off for the financial year 2023/2024.

RECOMMENDATION BY MANAGEMENT TO MPAC: 19 MARCH 2025

It is recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, it is recommended that the irregular expenditure in the amount of R10 746 518. 67 be written off for the financial year 2023/2024.

RECOMMENDATION FROM MPAC TO COUNCIL: 16 MAY 2025

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor P Stander, and seconded by Councillor J Smit it was recommended as follows:

That in view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, it is recommended that the irregular expenditure in the amount of R10 746 518. 67 be written off for the financial year 2023/2024.

MPAC76/2026

DRAFT ANNEXURE J – MPAC UIFWE RECOVERY RECOMMENDATION REPORT TO COUNCIL

IRREGULAR EXPENDITURE – ENVIRONMENTAL/REFUSE SERVICES – ENVIROSERV – CONTRACT EXTENSION / DEVIATION

Financial year	2024/2025
Amount involved	R400,655.00 stated in Management response
Type	UIFWE / Irregular expenditure
Department / project	As recorded in the existing Item Annexure J/supporting material
Core issue	Continuation of environmental/refuse services through deviation/month-to-month arrangements after contract expiry risk and delayed replacement procurement.

1. Purpose of this Annexure

- Incorporate Management's written answers into the existing Annexure J assessment.
- Identify which answers are adequate, partially answered, unanswered or raise a material red flag.
- Assess accountability, actual financial loss, recovery, disciplinary/financial-misconduct and other consequence-management issues.
- This is a draft MPAC assessment and does not itself constitute a final finding of personal liability.

2. MPAC approach

- Irregular expenditure must be distinguished from actual financial loss. Receipt of goods/services does not automatically establish value for money or absence of loss.
- An assertion that there was no fraud or negligence is not a substitute for an evidence-based individual Section 32(1) assessment.
- No write-off/irrecoverability recommendation should be made while material loss, authority, responsibility or recovery questions remain unresolved.

3. Questions by MPAC and Management responses

1. What was the original contract value and expiry date?

R 1 267 496.00 The award was made on a month-to-month basis until the tender was awarded.

2. When did Management know that the existing contract was approaching expiry?

Management always knew.

3. When was the replacement procurement process initiated?

Early April 2024 (well in advance as per Procurement Plan).

4. Why was the procurement process not completed before the existing contract expired?

In the absence of a BAC and non-compliance to Reg. 29 of the SCM policy.

5. Who was responsible for contract monitoring and procurement planning?

Jeremy Prins.

6. What exact emergency circumstances justified the deviation?

National Environmental Management Act, 1998, National Water Act.

7. Who authorised the deviation?

Reynold Stevens

8. Were alternative suppliers considered and were competitive prices obtained?

Yes and Yes

In terms of the competitive procurement process followed including the BEC recommendation, we decided to only ask EnviroServe Waste Management (Pty) Ltd for a quotation as they scored the highest points in terms of the PPR of 2022.

9. What evidence proves that the Municipality received the same or better value than it would have received through a competitive procurement process?

Same supplier for 6 years. Contract reporting. No blockages, etc.

10. If the deviation arose because officials failed to plan in time, why should the Municipality bear the financial consequences rather than the responsible official(s) being assessed for negligence and possible recovery?

Official did not fail to plan.

Summary provided by Mr H Matthee during the meeting:

- 303 days until the tender was awarded.
- SCM process due to a lack of planning by the Accounting Officer.
- Services were rendered.
- Refuse needs to be removed regularly.
- Tender process was on track – only award was outstanding.
- Tonnage / logs / haulage per ton – invoices from Overberg District Municipality (Karwyderskraal).

4. Section 32(1) accountability assessment

- No fraud/deliberate conduct is established.

5. Recovery assessment

With the verification of the invoices and the service rendered, MPAC can reasonably conclude that the irregularity does not, in the present evidence, establish a recoverable municipal financial loss.

MPAC can reasonably recommend that the amount be certified as irrecoverable.

6. Disciplinary / financial misconduct

The supplied material contains no evidence of fraud, collusion, personal gain or other criminal conduct. On the present record, **a disciplinary board referral is not recommended**.

7. Criminal referral

No criminal conduct is established. **Criminal referral is not recommended.**

8. Other consequence management

- Contract-expiry dashboard, early procurement triggers, BAC contingency and monthly contract reporting.

9. MPAC recommendation to Council:

MPAC recommends that the Municipal Council:

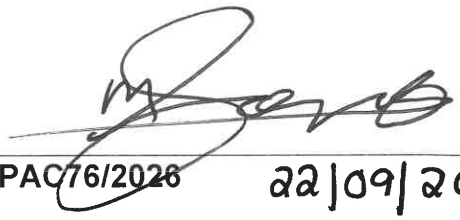
1. **Determines that the expenditure of R400 655 constitutes irregular expenditure.**
2. **Determines, based on the evidence currently supplied, that no quantifiable municipal financial loss has been established.**

3. **Recommends that the irregular expenditure to the amount of R400 655 be written off as irrecoverable in terms of section 32 of the MFMA as the services were rendered.**
4. **Recommends Disciplinary Board referral to investigate why the Accounting Officer (Mr R Stevens) did not ensure that there was a fully functional BAC – investigate for negligence and possible recovery.**
5. **No criminal referral as no criminal conduct is established.**
6. **Management to strengthen controls relating to the appointment of BAC Members.**

10. Supporting annexures:

- Approved deviation dated 28/06/2024.
- Appointment letter to EnviroServ Waste Management (Pty) Ltd.
- AG COMAF No 09 of 2025.
- Previous MPAC resolution dated 29/04/2026.

11. Signatures

Prepared by	Municipal Public Accounts Committee
Reviewed by	Municipal Public Accounts Committee
Approved for MPAC submission Cllr A Gana **MPAC CHAIRPERSON**	
MPAC resolution reference	**MPAC76/2026** 22/09/2026