

O. R. TAMBO DISTRICT MUNICIPALITY



PROJECT NUMBER: MIS 311 729 A

**DESCRIPTION: PORT ST JOHNS SEWER AND WASTEWATER
TREATMENT WORKS:
CONSTRUCTION OF PORT ST JOHNS WASTEWATER
TREATMENT WORKS**

CONTRACT 1

VOLUME 1

MAY 2025

NAME OF BIDDER:

BID AMOUNT:

CSD SUPPLIER NUMBER:

CLOSING DATE & TIME: **27 JUNE 2025 @12H00**

Prepared for:

The Municipal Manager
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

Prepared by:

The Infrastructure Water and Sanitation Services
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6425

PLEASE CHECK

x / √

That you have read all the pages of the bid document.

That you have completed ALL the forms required to be completed
in NON-ERASEABLE INK.

That your arithmetic calculation in the pricing schedule is correct.

That you have attached ALL necessary documentation relating to the
composition of the bidding entity, i.e.

- Company registration documents naming the shareholders and Directors / members of the company, close corporation etc.
- Joint venture agreement if bidding entity is a joint venture.

That the COMPLETE bid document is submitted.

That the FORM OF OFFER is completed in full and signed.

That ALL returnable documents are completed and signed.

Ensure that your bid is submitted by **12H00** on the closing date of the bid.

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Construction of the following project under the O. R. Tambo District Municipality.

Project Number	Name and Description	CIDB Grading	Bid Closing Date and Time
Contract No.: MIS 311 729 A	Construction of Port St John's Wastewater Treatment Works – Contract 1	8CE or higher	27 June 2025 @12H00

A compulsory clarification meeting with representatives of the Employer and the Employer's agent will take place at **10H00 on Tuesday, 27th of May 2025** at **Port St John's Local Municipality, Port St John's Municipal Offices (Co – Ordinates: 31° 37' 20,77" S; 29° 32' 44,79" E)**, then proceed to Site.

The municipality will not repeat any matters already covered in the compulsory briefing meeting to the tenderers who arrive more than 10 minutes late to the meeting, nor will it allow such tenderers to complete the attendance register. Any bid received from a tenderer who did not attend the briefing meeting and sign the attendance register will not be considered.

Bid documents Must be downloaded on the O. R. Tambo District Municipality's website (www.ortambodm.gov.za), alternatively on the e-Tender website (www.etenders.gov.za) at no cost.

Bids must be completed in black ink, enclosed in a sealed envelope, and clearly marked with the "**Project number, project name and description**", deposited in the Open Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 on 27th of June 2025**.

It must be expressly understood that the Municipality does not accept responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the tenderer to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

Tender submissions will be opened in public at **12H00 on 27th of June 2025**. The Municipality reserves the right not to accept the lowest priced tender or any tender at all, or to accept the whole or part of any tender.

In terms of the O.R. Tambo District Municipality SCM Policy Section 72 and 73, the Municipality will apply Fair Distribution of Municipal Resources on Capital Infrastructure Projects, Objective criteria on the evaluation and award of bids.

RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case maybe.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS

INVALID OR NON-SUBMISSION OF THE FOLLOWING RETURNABLE DOCUMENTS WILL DISQUALIFY A BID SUBMISSION:

- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors.
- Fill and properly sign the form of offer
- Attach proof of registration with CSD.
- Attach audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Attach unaudited annual financial statements for close corporations and companies if the public interest score is below 350 in line with the companies act of 2008.
- Attach proof of latest municipal rates and taxes statement **of the bidder and each company director** and each company indicating that rates and taxes are not in arrears for more than 3 months.
- Attach proof of latest municipal water and sanitation charges statement **of the bidder and each company director** indicating that rates and taxes are not in arrears for more than 3.
- Attach a confirmation of address from a ward Councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- Attach a copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Attach proof of registration with the Construction Industry Development Board (CIDB).
- Attach joint Venture Agreement or Consortium Agreement signed and initialed on each page (if applicable).
- Attach consolidated company registration documents, SARS Tax pin, CSD (for JV or Consortium)
- **NOTE:** Joint Ventures and Consortiums will only be considered provided they submit consolidated company registration documents and on award will be required to submit a joint venture or consortium bank account and a joint venture or consortium SARS Tax PIN.

EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:

Bids will be evaluated in three stages, namely:

- Stage 1 – Mandatory requirements
- Stage 2 – Minimum Conditions of Tender / Functionality Assessment

- Stage 3 – Price and Preference Points

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The lowest tender will not necessarily be accepted, and the Municipality reserves right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. An **90/10-point system** shall apply **where 90 points** is allocated for price and **10 points allocated for specific goals** of contributor as follows:

The specific goals allocated points in terms of this tender	Number of points Allocated on 90/10 system
Promotion of 51% Black-owned enterprises	04
Promotion of 100% Women-owned enterprises	02
Promotion of 100% Youth-owned enterprises	02
The promotion of enterprises located in a specific region (O. R. Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	02

CONDITIONS OF THE TENDER WITH REGARDS TO SUB-CONTRACTING

It is a Condition of this Tender that the Successful Tenderer must Subcontract a **Minimum of 30% of the value of the Contract Sum** (Excluding CPA and Contingencies) to the Designated groups as indicated in the Tender Document. Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

Technical enquiries: Mr. N. Noto, telephone number 047 501 6425 or email: nkosiyabon@ortambodm.gov.za.

All Supply Chain Management enquiries may be directed to Mr. S. Hopa, telephone number 047 5016449 or Email: sakhiwoh@ortambodm.gov.za during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

Tenderers must submit copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.

B. Mase
Municipal Manager

T1.2: TENDER DATA

The Standard Conditions of Tender are those contained in Annexure C of the Construction Industry Development Board (CIDB) *Standard for Uniformity in Engineering and Construction Works Contracts (August 2019)* as published in Board Notice 423 of 2019, in Government Gazette No. 42622, on 08 August 2019.

The Standard Conditions of Tender Procurement make several references to the Tender Data for details that apply specifically to the 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.

Clause	Wording / Data
C.1.1	General
C.1.1.1	<p>The Employer is: O. R. Tambo District Municipality Private Bag X6043 Mthatha, 5099</p> <p>Telephone: 047 501 6425</p> <p>Email: nkosiyabon@ortambodm.gov.za</p>
C.1.1.2	Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents: Declaration of Intent of Persons in Service of State and Declaration of Tenderers Supply Chain Management Practices.
C.1.2	<p>The Tender documents issued by the Employer comprise:</p> <p>Tender</p> <p>T1.1 Tender Notice and Invitation to Tender.</p> <p>T1.2 Tender Data</p> <p>T1.3 Standard Conditions of Tender</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Documents for Tender Evaluation Purposes</p> <p>T2.3 Returnable Documents to be Incorporated into the Contract</p> <p>Contract</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 Forms of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Tenderer's Direct Participation of Targeted Labour</p> <p>C1.4 Specification for SMME Sub-contractor Employment</p> <p>C1.5 Performance Guarantee (Pro forma)</p> <p>C1.6 Adjudication</p> <p>C1.7 Agreement in Terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p>

Clause	Wording / Data
	<p>Part C3: Scope of Works</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Health and Safety</p> <p>C3.7 Project Specifications</p> <p>Part C4: Site Information</p> <p>Appendices A – H.</p> <p>Documents not issued to Tenderer's, but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers, the Construction Industry Development Board, and the Employer, as applicable:</p> <p>a) GCC2015 "General Conditions of Contract for Construction Works", Third Edition, second print, 2015 published by the South African Institute of Civil Engineering (SAICE) *Tel 011 805 5947)</p> <p>b) S.A. National Standards SANS 1200 Standardised Specifications for Civil Engineering Construction.</p> <p>c) The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022).</p> <p>d) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and Construction Regulations (2014) and COVID-19 requirements for Construction Sites.</p>
C1.3	<p>Interpretation</p> <p>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.</p>
C.1.4	<p>Add the following new Clause:</p> <p>Communication:</p> <p>Communication with all stakeholders shall be through the O. R. Tambo Municipality's Engineering Services' Manager. Communication shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p> <p>The Employer's Agent is: HSC Consulting</p> <p>Address: 25 Schultz Road Bonnie Doon EAST LONDON, 5247</p> <p>Contact person: Bandile Gxowa</p> <p>Telephone: 043 743 9528</p> <p>Email: bandile@hsc.co.za</p>
C.2	Tenderer's obligations
C.2.1.1	Only those tenderers who are registered with the Construction Industry Development Board (CIDB) (as "Active" at the time of tender closing) or are capable of being so prior to the evaluation of

Clause	Wording / Data
	<p>submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tender for an 8CE or Higher class of construction work, are eligible to submit a tender offer.</p> <p>Joint ventures are eligible to submit a tender offer provided that:</p> <ul style="list-style-type: none"> a) Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing). b) The Lead partner has a contractor grading designation in the CE class of construction work and not lower than one level below the required grading designation in the class of construction works under considerations and possess the required recognition status. c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 8CE or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. d) Tenders submitted by joint ventures of two or more firms must 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 it defines 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. e) The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit. <p>Tenderers are eligible to submit a tender offer, provided they have submitted the following tender requirements listed below:</p> <ul style="list-style-type: none"> a) Tax Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected. <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.</p> <ul style="list-style-type: none"> b) The tenderer is registered on the National Treasury Central Supplier Database (CSD) and provide proof of registration must be in the form of CSD registration number. Also note the following: <ul style="list-style-type: none"> i. Tenderers who are not registered are not precluded from submitting bids but must be registered prior to Contract Award. ii. In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. iii. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register. iv. For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700. c) A resolution authorizing a person to sign the bid documents (Full completion and signing of Form 2.2.2 or resolution on company letter head).

Clause	Wording / Data				
	<p>d) Attendance of Compulsory Site Briefing:</p> <p>Only Tenderers who have attended the compulsory site briefing, signed the attendance register and have Form 2.2.7 Certificate of Attendance at Clarification Meeting signed by the Employer's Agent or his representative, will be eligible to submit a tender offer.</p> <p>e) A valid CIDB registration with a minimum grading of 8CE or Higher or higher. In case of JV, the tenderer has submitted a mandatory JV agreement that includes the agreement and banking details and stipulates the JV lead partner's as well as JV partners CRS numbers are indicated on the form (proof must be attached).</p> <p>f) A signed Form of Offer in the Contract Section C1.1.</p> <p>g) 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.</p> <p>h) The Tenderer has not failed to perform on any previous contract and has not been given written notice to this effect.</p> <p>i) Further Compulsory Documents to be submitted by the Tenderer:</p> <p>In addition to all the documents listed from a) to k) above and all other documents requested in Section T2.1 and T2.2 (Returnable Documents), it is further required that copies of the following current and valid company certificates be provided:</p> <ol style="list-style-type: none"> Letter of Good Standing (Form 2.2.5) from Compensation Commissioner or Insurer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases (COID) Act (Act No 130 of 1993). Letter of Good Standing from Department of Labour (UIF). In the case of Joint Ventures, the above shall be provided for each JV Partner. A JV COIDA will be required on appointment for application of CWP and JV partners must ensure this is in place and programme for the application lead times in their overall programming, The contractor will carry fully responsibility for issue of the JV COIDA and any delay in issuing of JV COIDA by DoL if any will be to their account. <p>The above documents shall be included in the Supporting Documents file.</p>				
C.2.6	<p>Receipt of Addenda's: All tenderers to acknowledge receipt of any Addendums issued and to complete Form 2.3.1: RECORD OF ADDENDA TO TENDER DOCUMENTS in the Returnable Documents.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender clause C.3.8.</p>				
C.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <table border="1"> <tr> <td>Date: 27 May 2024</td><td>Location: PSJ Local Municipality, PSJ Local Municipal Offices, then proceed to site</td></tr> <tr> <td>Starting time: 10h00</td><td></td></tr> </table> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on his behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p>	Date: 27 May 2024	Location: PSJ Local Municipality, PSJ Local Municipal Offices, then proceed to site	Starting time: 10h00	
Date: 27 May 2024	Location: PSJ Local Municipality, PSJ Local Municipal Offices, then proceed to site				
Starting time: 10h00					

Clause	Wording / Data
	Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and only tenders will be received from, those entities appearing on the attendance register.
C.2.8	The employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.2.9	The employer does not provide insurance. The contractor is responsible for providing full insurance cover for the contract.
C.2.10	<p>Pricing the Tender Offer</p> <p>Tenderers are requested to state the rates and currencies in Rand.</p> <p><i>Delete the contents of Clause C.2.10.3 and replace with the following:</i></p> <p>"This tender is subject to Contract Price Adjustment as set out in the Contract Data. An alternative offer of fixed rates will not be accepted."</p>
C.2.11	<p>Add the following to the Clause:</p> <p>"In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration."</p> <p>"If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p>No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.</p> <p>The Employer and/or Employer's Agent will reject and classify the tender non-responsive if corrections are not made in accordance with the above."</p>
C.2.12	<p>Alternative Tender Offers</p> <p><i>Delete the contents of Clause C.2.12 and replace with the following:</i></p> <p>"No alternative offers will be accepted. This includes changes to the 'as-scheduled' allowance for Contingencies."</p>
C.2.13.2	<p><i>Delete the contents of Clause C.2.13.2 and replace with the following:</i></p> <p>"Return all returnable documents to the Employer after completing them in their entirety by writing legibly in non-erasable ink. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.</p> <p>The Original to be submitted shall comprise:</p>

Clause	Wording / Data
	<ul style="list-style-type: none"> • Tender Document, as proof of specifications tendered on and duly completed and signed. • Indexed Lever-Arch file (or files) with all supporting documentation clearly marked with Tenderer's name clearly marked on the spine or cover. • Tender Drawings (Book of Drawings) need NOT be submitted. <p>Failure to comply with these requirements may result in the tender being declared non-responsive.</p> <p>Notwithstanding any statement in any of the Returnable Documents listed in T2 to the effect that supporting documentation must be attached to the associated Returnable Document, the supporting documentation must be placed in the supporting documentation files as stipulated above.</p> <p>The Bill of Quantities must be fully and correctly filled in by hand in black ink.</p> <p>The binding of the original volume of the Tender Document may NOT be dismantled.</p>
C.2.13.3	Number of Duplicate Copies required is none.
C.2.13.4	<p>Add the following to the clause:</p> <p>"Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p><u>Failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive."</u></p>
C.2.13.5	<p>The employer's address for delivery of tender offers is given under Clause C.2.15.1</p> <p>The identification details are:</p> <p>TENDER FOR CONTRACT NO.: MIS 311 729 A CONSTRUCTION OF PORT SJ JOHN'S WASTEWATER TREATMENT WORKS: CONTRACT 1</p>
C.2.13.6	A two-envelope system will not be followed.

Clause	Wording / Data
C.2.13.7	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.14	<p>The tenderer is required to provide all the data or information as requested below:</p> <ul style="list-style-type: none"> • All the documents and schedules as listed under T2.1 & T2.2: Returnable Documents required for tender evaluation purposes. • All the documents and schedules as listed under T2.3: Returnable Documents that will be incorporated in the Contract. <p>Should a Tenderer not provide all the above-mentioned data or information, the Tenderer will be considered non-responsive.</p> <p><i>Add the following to the clause:</i></p> <p>"Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar construction works of comparable magnitude, and the degree to which he possesses the necessary technical, financial, and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause C2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer."</p>
C.2.15.1	<p>The closing date and time for submission of tender offers is on the 27th of June 2025 at 12H00.</p> <p>The employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are given below. Only tenders submitted to this tender box will be opened and considered. It is the Tenderer's responsibility to make sure it is delivered into the tender box before closing.</p> <p>Location of Tender Box: O. R. Tambo District Municipality Physical Address: O. R. Tambo District Municipality Ground Floor (Next to the Entrance) Myezo Park Nelson Mandela Drive Mthatha, 5099</p> <p>Identification Details: Place the signed tender offer in a package marked "TENDER FOR CONTRACT NO.: MIS 311 729 A CONSTRUCTION OF PORT ST JOHN'S WASTEWATER TREATMENT WORKS: CONTRACT 1"</p>

Clause	Wording / Data
	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
C.2.16.1	<p>Tender Offer Validity</p> <p><i>Add the following to the end of Clause C.2.16.1:</i></p> <p>"The tender offer validity period is 90 days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering a contract based on his tender offer:</p> <ul style="list-style-type: none"> • withdraws his tender. • gives notice of his inability to execute the contract in terms of his tender; or • fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9. <p>Withdrawal is accepted and tenderers shall sign a letter to acknowledge withdrawal of bid.</p>
C.2.17	<p>Clarification of Tender Offer after Submission</p> <p><i>Add the following to the end of Clause C.2.17:</i></p> <p>"A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bill / Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."</p>
C.2.18	The Tenderer shall, when requested by the Employer to do so, submit any additional information requested under this clause within 7 working days of the date of request.
C.2.22	The tenderer is required to return all tender documents with the Tender Offer, prior to the closing time for the submission of Tender Offers.
C.2.23	<p>The tenderer is required to submit the following with his tender:</p> <p>CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV:</p> <ul style="list-style-type: none"> a) Bidders must ensure compliance with their tax obligations. b) 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. c) Application for tax compliance status (TCS) 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.

Clause	Wording / Data
	<p>d) Bidders may also submit a printed TCS together with the bid.</p> <p>e) In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>f) Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p> <p>g) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Document Form 2.2.18.</p> <p>h) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Document Form 2.2.5).</p> <p>i) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture.</p>
C.3.1.1	<p>Delete the contents of Clause C.3.1.1 and replace with the following:</p> <p>"The Employer will respond to a request for clarification received up to seven working days before the tender closing time stated in the Tender Data."</p>
C.3.2	<p>The Employer shall issue addenda until three working days before the tender closing time.</p> <p>Add the following to Clause 3.2:</p> <p>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.</p>
C.3.4.1	<p>The time and location for the opening of tender offers are:</p> <p>Time: 12H00 on the 27th of June 2025</p>
C.3.4.2	<p>Tenders will be opened immediately after the closing time for tenders at:</p> <p>Location: O. R. Tambo District Municipality</p> <p>Physical Address: O. R. Tambo District Municipality Myezo Park Nelson Mandela Drive Mthatha 5099</p>
C.3.5	<p>A two-envelope procedure <u>will not</u> be followed.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Add the following to the end of Clause C.3.7:</p>

Clause	Wording / Data
	<p>"Tenderers will be disqualified if,</p> <ul style="list-style-type: none"> a) Any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b) If, from information given in the completed Compulsory Enterprise Questionnaire, the Employer considers that there is a potential conflict of interest which may potentially compromise the tender process. <p>In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.</p>
C.3.8.2	<p><i>Add the following directly after Clause C.3.8.2 c):</i></p> <p>"A tender offer that does not meet the requirements as specified below, will be deemed non-responsive:</p> <ul style="list-style-type: none"> • The Tenderer offer does not meet any one of the eligibility criteria specified in Clause C.2.1 as amended. • The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e., the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly, and the Tenderer has failed to sign the Offer portion of C1.1. • If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. • The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. • There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as changing any quantity or percentage allowance in the Pricing Schedule or failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required any amendments or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."
C.3.9.	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p><i>Delete the text of Clause C.3.9 and replace with:</i></p> <p>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 appearing in words shall govern. Where there is a discrepancy between the amount in the Form of Offer and the Pricing Data Summary to the BOQ, the amount in the Form of Offer shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate;

Clause	Wording / Data
	<p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <ol style="list-style-type: none"> 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. <p>d) imbalanced unit rates.</p> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> 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 unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted, 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 be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under a) and b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under C.2.16.3.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
C.3.11	<p>Tenders will be evaluated in terms of the O. R. Tambo District Municipality's procurement policy.</p> <p>The Employer reserves the right to contact references and make enquiries to determine the tenderer's competence, reliability, experience, reputation, and capability to perform the contract.</p>
C.3.11.1	<p><i>Add the following new paragraph directly under Clause C.3.11.1.</i></p> <p>The Evaluation of tender offers will be undertaken as follows:</p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 80 points for quality (functionality), which will be explained in Stage 2 below.</p>

Clause	Wording / Data
	<p>Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.</p> <p>Stage 1: Compliance with Bid Rules and other Requirements</p> <p>The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. Tender offers will be screened to identify schedules and requested documents that are incomplete or have not been submitted. In particular, the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> • The form of Offer and Acceptance • Audited financial statements for any tender price over R10million • Certified company registration documents and ID of members • Form C: Compulsory Enterprise Questionnaire • Form D: Certificate of Authority for Signature • Form E: Amendments, Qualifications and Alternatives • Form H: Certificate of Good Standing • Form I: Relevant company experience • Form J: Details of key staff and CVs • Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 • All information supporting the above forms • Addenda issued during the bid period, if any. • The pricing schedule <p>Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender including the following:</p> <ol style="list-style-type: none"> a) Eligibility (C.2.1) b) Pricing the tender offer (C.2.10.3) c) Alterations to documents (C.2.11) d) Alternative tenders offer (C.2.12) e) Submitting a tender offer (C.2.13) f) MBD4 – Bidders' Disclosure. <p>Tender offers will be declared non-responsive should they fail to comply with any one of the requirements of 1) above. Failure to supply the required and requested information will render the Bid Non-responsive, and the Bid will be disqualified.</p>

Clause	Wording / Data																																			
	<p>Stage 2: Minimum Conditions of Tender / Functionality</p> <p>The next state in the evaluation process will consist of evaluating Functionality scores, as follows:</p> <p>MINIMUM CONDITIONS OF TENDER / FUNCTIONALITY EVALUATION</p> <table><tr><th>ITEM</th><th>WEIGHT</th></tr><tr><td>Minimum Conditions of Tender / Functionality (see detailed criteria below)</td><td>100</td></tr><tr><td><ul style="list-style-type: none">Experience with respect to similar projects</td><td>60</td></tr><tr><td><ul style="list-style-type: none">Qualifications and Experience of key staff assigned to the contract</td><td>40</td></tr></table> <p>Only bidders who score 80 points or more on stage 2 will be evaluated further and therefore eligible for award.</p> <p>The maximum score for functionality shall be 100, distributed as follows:</p> <table><tr><th colspan="3">MINIMUM CONDITIONS OF TENDER</th></tr><tr><td></td><td>Minimum conditions of tender / Functionality</td><td>Maximum tender evaluation points provided</td></tr><tr><td>B1.1</td><td>Experience on similar projects</td><td>60</td></tr><tr><td></td><td>Experience on similar projects (Proven experience in the construction of either a CONCRETE Water or Wastewater Treatment Works Contract of a minimum of 2,0Ml/d). Appointment Letter and Copies of the Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. Projects submitted for scoring must have been completed within the last 15 years. Practical Completion Certificate older than Forty (40) days and Reference letters will not be accepted.</td><td></td></tr><tr><td></td><td>At least TWO construction contracts of a similar nature of each individual value of at least R 40 million each, successfully completed within the last 15 years.</td><td>60</td></tr><tr><td></td><td>At least ONE construction contract of a similar nature of each individual value of at least R 30 million each, successfully completed within the last 15 years.</td><td>30</td></tr><tr><td></td><td>The Contractor has NOT Completed a Project of more than R30 Million or the Contractor FAILED to provide evidence of experience.</td><td>0</td></tr><tr><td></td><td></td><td></td></tr><tr><td>B1.2</td><td>Qualifications and Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract, i.e. different personnel must be assigned for each of the following key positions) Contracts Manager = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP as a Pr. CPM or Pr. CM, Construction Manager (Site Agent) = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP as a Pr. CPM or Pr. CM, SMME Construction Manager = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP14as a Pr. CPM or Pr. CM,</td><td>40</td></tr></table>	ITEM	WEIGHT	Minimum Conditions of Tender / Functionality (see detailed criteria below)	100	<ul style="list-style-type: none">Experience with respect to similar projects	60	<ul style="list-style-type: none">Qualifications and Experience of key staff assigned to the contract	40	MINIMUM CONDITIONS OF TENDER				Minimum conditions of tender / Functionality	Maximum tender evaluation points provided	B1.1	Experience on similar projects	60		Experience on similar projects (Proven experience in the construction of either a CONCRETE Water or Wastewater Treatment Works Contract of a minimum of 2,0Ml/d). Appointment Letter and Copies of the Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. Projects submitted for scoring must have been completed within the last 15 years. 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Clause	Wording / Data	
	Foreman = Must have a minimum of N3 or equivalent qualification with favourable previous experience in the Civil Engineering (Built Environment) and have experience working on at least one WWTW or WTW project, as a Foreman on Civil Engineering construction sites. Bidders must submit CV's/Resume and contactable references.	
	Contracts Manager, Construction Manager (Site Agent), SMME Construction Manager and Foreman	
	Favourable previous experience in the Civil Engineering field and having worked as Contracts Manager on at least one project with a minimum value of R30 million or more, have experience working on at least one WWTW or WTW project, with a minimum of 10 years; Contracts Manager = 15 points, 6 – 9 years = 10 points & 3 – 5 years = 8 points.	15
	Favourable previous experience in the Civil Engineering field and having worked as Construction Manager (Site Agent) on at least one project with a minimum value of R20 million or more, have experience working on at least one WWTW or WTW project, with a minimum of 5 years; Construction Manager (Site Agent) = 10 points, 3 – 4 years = 8 points & 1 – 2 years = 6 points.	10
	Favourable previous experience in Managing SMME's in the Civil Engineering field and having worked as SMME Construction Manager on at least one project with a Minimum value of R20 million or more, with a minimum of 5 years; SMME Construction Manager = 8 points, 3 – 4 years = 6 points & 1 – 2 years = 4 points.	8
	Favourable previous experience in the Civil Engineering (Built Environment) field and having worked as Foreman and have experience working on at least one WWTW or WTW project, with a minimum of 5 years' experience as a Foreman. Foreman = 7 points, 3 – 4 years = 5 points & 1 – 2 years = 2 points.	4
	If Applicant has a qualified permanent/contract staff OHS Officer. H&S officer should have at least completed SAMTRAC coupled with minimum 5 years experience. H&S Officer = 3 points, 3 – 4 years = 1 points & 0 – 2 years = 0	3
	Contractor failed to provide evidence of qualification and experience.	0

STAGE 3: EVALUATION FOR PRICE AND SPECIFIC GOALS (90/10)

The procedure for Stage 3 of evaluation is as follows:

a) **PRICE:** 90

b) **SPECIFIC GOALS:** 10

a) Points Awarded for Price (Ps)

90/10 preference point system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

Scoring of Price:

1. Review financial offer and correct discrepancies between totals and calculations / summations in accordance with the Tender Data (C.3.9).
2. Reduce all tender offers to a common base i.e. comparative offer.
3. Confirm the tenderers are eligible for the specific goals claimed.
4. Score Tender Offer for Specific Goals.

Clause	Wording / Data										
	<p>5. Score Tender Offer for Price.</p> <p>A maximum of 90 points is allocated for price on the following basis, Total Points and rank Tender Offers.</p> <p>b) Points awarded for specific goals 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 a table below as may be supported by proof/ documentation included with:</p> <p>Scoring of Specific Goals: In accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, the points allocation for Specific Goals are as follows:</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points Allocated on 90/10 system</th></tr> </thead> <tbody> <tr> <td>Promotion of 51% Black-owned enterprises</td><td>04</td></tr> <tr> <td>Promotion of 100% Women-owned enterprises</td><td>02</td></tr> <tr> <td>Promotion of 100% Youth-owned enterprises</td><td>02</td></tr> <tr> <td>The promotion of enterprises located in a specific region (O. R. Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes</td><td>02</td></tr> </tbody> </table> <p>Points will be awarded to tenderers who are eligible for preference Specific Goals. The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.</p> <p>Tenderers must submit certified copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.</p> <p>Note that the objective Criteria as per the SCM Policy Paragraph 72 and 73 will be applied: 72. Fair Distribution of Municipal Resources on Capital Infrastructure Projects on Awards</p> <ul style="list-style-type: none"> Tenders will be evaluated and adjudicated as per legislation requirements, treasury guidelines and municipal policy. Fair distribution will be achieved as follows: A bidder will not be awarded the same commodity of work more than once in within a period of three months. If the highest scoring bidder has been previously awarded for the same commodity tender within that three months, then the next highest scoring bidder will be considered for 	The specific goals allocated points in terms of this tender	Number of points Allocated on 90/10 system	Promotion of 51% Black-owned enterprises	04	Promotion of 100% Women-owned enterprises	02	Promotion of 100% Youth-owned enterprises	02	The promotion of enterprises located in a specific region (O. R. Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	02
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Clause	Wording / Data
	<p>recommendation and award.</p> <ul style="list-style-type: none"> If the highest scoring bidder has been previously recommended for award in the same sitting for a tender of the same commodity, the next highest scoring bidder will be considered for recommendation and award. <p>73. Objective criteria on the evaluation and award of bids</p> <ul style="list-style-type: none"> The objective criteria on the evaluation and awards of bids by the municipality will be based on the following criteria and reasoning: Where the bidders price offer is below the engineer's estimate, that bid will be rejected as it will pose a risk to the municipality of non-completion of the project to be implemented thus leading to underspending on grants and delays in completion of projects within projected time period. Further in line with CIDB Practice Note 5, paragraph 3.4 (3), the municipality will judge the reasonableness of financial offers and reject all tender offers with unrealistic financial offers. <p>Having made the final selection:</p> <ol style="list-style-type: none"> An intention to Award will be issued and published on the O. R. Tambo District Municipality's website, which is www.ortambodm.gov.za. If no objection is received within fourteen days of the intention to award being issued, the successful Tenderer will be notified of O. R. Tambo District Municipality's acceptance of his/her bid.
C.3.11. 3	<p>Risk Analysis</p> <p><i>Add the following new sub-clause:</i></p> <p>Notwithstanding compliance with regards to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ol style="list-style-type: none"> reasonableness of the financial offer; reasonableness of unit rates and prices. <p>No tenderer will be recommended for award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.</p>
C.3.12	<p><i>Replace the contents of Clause 3.12 with the following:</i></p> <p>Full insurances to be provided by the Contractor. The Contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.</p>
C3.13	<p><i>In addition to the requirements of Clause C3.13, a tender will only be accepted if:</i></p> <ol style="list-style-type: none"> The Tenderer's tax matters are in order with the South African Revenue Services. The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (CRS Number or print out to be provided).

Clause	Wording / Data
	<p>c) The Tenderer or any of its directors/shareholders 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.</p> <p>d) The Tenderer is registered in the Department of National Treasury - Central Supplier Database (CSD Number to be provided).</p> <p>e) The Tenderer has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System or ii) failed to perform on any previous contract and has been given a written notice to this effect. <p>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 and persons in the employ of the state are not permitted to submit tenders or participate in the contract; In the case of Joint Ventures all members of the JV are to complete the Compulsory Enterprise Questionnaire.</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>h) Attended a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory.</p> <p>i) The Form of Offer and Acceptance is correctly completed and signed.</p>
C.3.16	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	The number of paper copies of the signed contract to be provided by the employer is one .
C.3.18	All requests shall be in writing.
C.3.19	<p><i>Add the following new clause below Clause C.3.18:</i></p> <p>"Jurisdiction" unless stated otherwise in the tender data, each Tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>
C.3.20	<p><i>Add the following new clause below Clause C.3.18:</i></p> <p>The successful tenderer will be encouraged to include as much of the Direct Participation required minimum 30% spend by subcontracting to local EMEs or QSEs from the immediate area of the Site.</p> <p>The details of any EMEs / QSEs need not to be submitted with the tender but will be required of the preferred bidder prior to the signing of the Contract.</p>

T1.3: STANDARD CONDITIONS OF TENDER
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Annex C
(normative)

Standard Conditions of Tender

As published in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity for construction Procurement, Board Notice 423 Government Gazette No 42622 of 08 August 2019.

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 only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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; s
 - 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 organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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 services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.
- (d) there is a material irregularity in the tender process.

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

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.3.8 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 and 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 employer 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

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

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 familiarise 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 may 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 may 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 authorised 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 notarised 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 so 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.2 The employer's undertakings

C.2.1 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 drew procurement 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.2.2 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) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

C.2.3 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.2.4 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 BBEE 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.2.5 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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.2.6 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.2.7 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.2.8 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.2.9 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.2.10 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.2.11 Evaluation of a tender offer

The Standard Conditions of Tender standardise 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.

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 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	Cost effective

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- 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 work to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified on tender data.

C.2.12 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.2.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his/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.2.14 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.2.15 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.2.16 Registration of the award

An employer must, within twenty-one (21) 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.2.17 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.2.18 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

T2.1 RETURNABLE DOCUMENTS

Each tenderer is required to complete and return the tender documents issued.

The following documents are also to be completed and returned, as they constitute part of the tender.

Whilst many of the returnable 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 complete, sign submit and return all information, documents and schedules, as requested and relevant.

T2.1 List of Returnable Documents required for Tender evaluation purposes		
Form 2.2.1	General Information of the Tenderer	
Form 2.2.2	Authority for Signatory	
Form 2.2.3	Schedule of Previous Experience	
Form 2.2.4	Schedule of Current Projects	
Form 2.2.5	Declaration of Good Standing Regarding Tax	
Form 2.2.6	Registration at the Central Supplier Database	
Form 2.2.7	Certificate of Attendance at Site Meeting	
Form 2.2.8	Proposed Organisation and staffing	
Form 2.2.9	Proposed Key Personnel	
Form 2.2.10	Schedule of Proposed Sub-Contractors	
Form 2.2.11	Financial References	
Form 2.2.12	Municipal Bidding Documents (MBD forms): MBD 1 – Invitation to bid MBD 4 – Declaration of Interest MBD 5 – Declaration for Procurement above R10 million MBD 6.1 – Preference Points Claim Form in Terms of PPPFA MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices MBD 9 – Certificate of Independent Bid Determination	
Form 2.2.13	Schedule of proposed plant and equipment	
Form 2.2.14	Health and safety plan	
Form 2.2.15	Preliminary programme	
Form 2.2.16	Estimated monthly expenditure	
Form 2.2.17	Declaration regarding fulfilment of the Construction Regulations, 2014	
Form 2.2.18	CIDB Registration	
Form 2.2.19	Letter of Good Standing	
T2.3 Returnable Documents that will be incorporated into the contract		
Form 2.3.1	Record of Addenda to Tender Documents	
Form 2.3.2	Procurement Form	
Form 2.3.3	Original Tax Clearance Certificate	

	Form 2.3.4	National Treasury: Central Supplier Database
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T2.2 RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Form 2.2.1 General Information of Tenderer
- Form 2.2.2 Authority of Signatory
- Form 2.2.3 Schedule of Previous Experience
- Form 2.2.4 Schedule of Current Projects
- Form 2.2.5 Declaration of Good Standing Regarding Tax
- Form 2.2.6 Registration on the Central Supplier Database
- Form 2.2.7 Certificate of Attendance at Site Meeting
- Form 2.2.8 Proposed Organisation and Staffing
- Form 2.2.9 Proposed Key Personnel
- Form 2.2.10 Schedule of Proposed Sub-consultants
- Form 2.2.11 Financial References
- Form 2.2.12 Municipal Bidding Documents (MBDs)
- MBD 1 – Invitation to bid
 - MBD 4 – Declaration of Interest
 - MBD 5 – Declaration for Procurement above R10 million
 - MBD 6.1 – Preference Points Claim Form in Terms of PPPFA
 - MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices
 - MBD 9 – Certificate of Independent Bid Determination
- Form 2.2.13 Schedule of Proposed Plant and Equipment
- Form 2.1.14 Health and Safety Plan
- Form 2.1.15 Preliminary Programme
- Form 2.1.16 Estimated Monthly Expenditure
- Form 2.1.17 Declaration Concerning Fulfilment of The Construction Regulations, 2014
- Form 2.1.18 CIDB Registration
- Form 2.1.19 COID Letter of Good Standing

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. Name of Tenderer:

2. Contact details

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

(in case of a joint venture, provide for all joint venture members)

5. Municipal services area where the enterprise is registered:

(in case of a joint venture, provide for all joint venture members)

6. Company / close corporation Registration Number:

(in case of a joint venture, provide for all joint venture members)

7. VAT Registration number:

(in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:**

(in case of a joint venture, provide for all joint venture members)

ATTACH THE FOLLOWING DOCUMENTS HERETO
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1. For Closed Corporations

Certified copies of CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Certified copies of Shareholders register

3. ID copies

Certified ID Copies for members

4. CIDB registration

Proof of registration with CIDB

5. CSD registration

Proof of registration with Central Supplier Database

6. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

7. Copy of the latest municipal service account where enterprise is registered

8. Director's / Shareholder's Municipal Rates

9. Specific Goal Points Contribution

10. Central Supplier Database Summary Report

FORM 2.2.2 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.....202...., Mr/Mrs.....acting in the capacity of... ,was authorised to
sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of Partnership

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

hereby authorise Mr/Mrs....., 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 whom 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 authorise Mr/Mrs....., authorised 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 other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :
CIDB registration no		Name :
.....		Designation :
CIDB registration no		Signature :
.....		Name :
		Designation :
CIDB registration no		Signature :
.....		Name :
		Designation :
CIDB registration no		Signature :
.....		Name :
		Designation :

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

D. Certificate for Sole Proprietor

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

As Witness:

1.....

Signature: Sole owner

2.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....
hereby authorise Mr/Mrs

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 complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY
OF SIGNATORY ON COMPANY LETTERHEAD**

FORM 2.2.3 SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work, as defined in Tender Clause C3.11.1).

Practical Completion not older than 12 months or Completion certificates must be submitted for project to be considered for evaluation of Compliance as per Tender Clause C3.11.1.

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature:

Full name of signatory:

FORM 2.2.4 SCHEDULE OF CURRENT PROJECTS

Provide the following information on current relevant projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature:

Full name of signatory:

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:
DECLARATION OF GOOD STANDING REGARDING TAX PARTICULARS	
1. Name of Taxpayer/Tenderer: 2. Trade Name: 3. Identification Number: (If applicable) <table border="1" style="display: inline-table; width: 150px; height: 20px; vertical-align: middle;"></table> 4. Company / Close Corporation registration number: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 5. Income Tax reference number: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 6. VAT registration number: (If applicable) <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 7. PAYE employer's registration number: (If applicable) <table border="1" style="display: inline-table; width: 150px; height: 20px; vertical-align: middle;"></table> 8. Monetary value of Bid: <table border="1" style="display: inline-table; width: 200px; height: 30px; vertical-align: middle;"></table>	
DECLARATION	
I, _____ the undersigned, the above taxpayer/Tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes: (i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.* <div style="display: flex; justify-content: space-between; margin-top: 20px;"> SIGNATURE CAPACITY DATE </div>	
PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.	

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. It is a condition of bid that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.

The tenderer must attach to this page an **Original(s)** of a **Valid Tax Clearance Certificate(s)**.

1. In order to meet this requirement tenderers are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign tenderers / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

Alternatively, the tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN
---------------------------	-------

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

No contract shall be awarded to a Tenderer who does not have a valid Tax Clearance Certificate.

FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE
--

Attach proof of registration with the National Treasury Central Supplier Database. **This information is material to the award of the Contract.**

ATTACH CERTIFIED PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE

FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE 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	Date & Time
----------------	-------------------

FORM 2.2.8 PROPOSED ORGANISATION AND STAFFING

The tender offer shall include an organogram clearly showing the team of key personnel the Tenderer proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The name, roles and responsibilities of each person and the name of their employer must be clearly set out, and corresponding job descriptions must be provided as an addendum to the organogram.

In the case of a Joint Venture or where major Sub – Contractors are made use of, the organogram must show how respective responsibilities are to be allocated.

As a minimum, the organogram must show how respective responsibilities are to be allocated. As a minimum, the organogram must be included for the personnel detailed in Returnable Document FORM 2.1.12: Experience of Key Personnel.

The Tenderer shall include the requisite organogram and addendums in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.3 of T1.2.2 Variations to the Standard Conditions of Tender.

FORM 2.2.9 PROPOSED KEY PERSONNEL

Curriculum Vitae (CV), up to a maximum of five (5) pages must be submitted, for each of the key personnel (at least **Contract Manager, Construction Manager, SMME Construction Manager and Construction Health & Safety Officer** proposed in Returnable Document: **FORM 2.1.8: Proposed Organisation and Staffing**. The CVs must specifically include the qualifications, professional accreditation, experience of **10 years (Contract Manager)** and **5 years (Construction Manager, SMME Construction Manager and Construction Health & Safety Officer)** roles and responsibilities in construction projects of a similar nature. Contact details of at least three (3) contactable referees must also be provided. A template for CV's is provided overleaf.

Each CV must be clearly cross-referenced to and labelled to correspond with the organogram submitted in terms of Returnable Document: FORM 2.1.8: Proposed Organisation and Staffing, so as to indicate which role the person in question is proposed to fulfil in the Contract.

The Tenderer shall include the requisite CVs in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.3 of T1.2 Variations to the Standard Conditions of Tenders.

The proposed key personnel will be evaluated for Compliance based on Clause C3.11.1.

Name and Surname	Position	Qualifications and Years of Experience (Post qualification)
	Contracts Manager	
	Construction Manager (Site Agent)	
	SMME Construction Manger	
	Construction H&S Officer (SACPCMP: CHSO.....) Attach CV and proof of registration and qualification	
	Foreman	
	Other	

Note: In respect of positions of Contract Manager and Construction Manager **two** separate individuals are required for the above positions (and this is to be stated in the tender document).

INSERT KEY PERSONNEL CVs HERE ACCORDING TO THE TEMPLATE BELOW

Name:

Professional:

Date of Birth:

Parent Firm:

Position in Firm: Indicate if Director, Contractor's Representative, Design Engineer (with component of responsibility), Installation/construction Foreman (with component of responsibility) etc.

Years with Firm:

Nationality:

Tertiary Education (and year obtained):

Professional Accreditation (and year obtained):

Years of Relevant Experience:

Languages: Indicate first language. If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.

Language	Speaking	Reading	Writing
English			

Countries of Work Experience

Proposed Position of Team

Key Qualifications

Under this heading, give outline of staff members experience and training most pertinent to the assigned work on the team.

Relevant Experience

Describe the degree of responsibility held by staff member on relevant previous assignments, and give dates, project values and locations. For experience in the last ten years, also give types of activities performed and Client references where appropriate.

Summary of Other Experience

Under this heading, list all positions held by staff members since graduation, giving dates, names of employing organisation, title of position held and location, type and value of construction projects.

References

Declaration

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and will serve in the position indicated for me in the proposal for **TENDER NO.: MIS 311 729 A: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS: CONTRACT 1**

Signed Date

Name Position

CV – CONTRACT MANAGER

CV – CONSTRUCTION MANAGER (SITE AGENT)

CV – SMME CONSTRUCTION MANAGER (MENTOR TO SMMEs)

CV – CONSTRUCTION HEALTH AND SAFETY OFFICER

CV – FOREMAN

FORM 2.2.10 SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS

NB: It is a Condition of Contract that a minimum of 30% of the construction work shall be subcontracted to QSEs and EMEs as contemplated in the 'The Broad-Based Black Economic Empowerment Act (No. 53 of 2003) as amended by B-BBEE Act 46 of 2013 (The Act)'. The Contractor shall take all reasonable and practical measures to support, mentor, train, upskill and supervise such subcontractors as envisaged in the Strategic Objectives of the Amended Construction Sector Code.

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

Name of Tenderer: Date:

Signature:

Full name of signatory:

FORM 2.2.11 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Employer/Employer's Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:											
ACCOUNT NAME: (e.g. ABC Civil Construction cc)											
ACCOUNT TYPE: (e.g. Savings, Cheque etc)											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	(Tick which is appropriate)	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

Name of Tenderer:

Date:

Signature:

Full name of signatory:

ATTACH AUDITED FINANCIAL STATEMENTS

FORM 2.2.12 MUNICIPAL BIDDING DOCUMENTS (MBD)

MBD 1 - PART A INVITATION TO BID

BID NUMBER:	CONTRACT NO.: MIS 311 729 A	CLOSING DATE:	27 June 2025	CLOSING TIME:	12H00
DESCRIPTION:	CONSTRUCTION OF PORT ST JOHN'S WASTEWATER TREATMENT WORKS: CONTRACT 1				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING					
NELSON MANDELA DRIVE					
MYEZO PARK					
MTHATHA					
EASTERN CAPE					
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:		CSD No:		
STATEMENT OF RATES AND TAXES OF THE BIDDER	Yes	No	STATEMENT OF RATES AND TAXES OF THE COMPANY	Yes	No
[STATEMENT OF RATES AND TAXES OF THE BIDDER AND OF THE COMPANY/ LEASE AGREEMENT FOR LEASED PROPERTY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM DEPARTMENT		CONTACT PERSON	Mr. N. Noto	
CONTACT PERSON	Mr. Sakhiwo Hopa		TELEPHONE NUMBER	047 501 6425	
TELEPHONE NUMBER	047 501 6449		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	nkosiya@ortambodm.gov.za	
E-MAIL ADDRESS	sakhiwoh@ortambodm.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....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.

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

3.9.1 If yes, furnish
particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the
state and who may be involved with the evaluation and or adjudication of this bid?.
YES / NO

3.10.1 If yes, furnish particulars
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and
any persons in the service of the state who may be involved with the evaluation
and or adjudication of this bid?. YES / NO

3.11.1 If yes, furnish
particulars.....

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

3.12.1 If yes, furnish particulars
.....
.....

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

3.13.1 If yes, furnish
particulars.....
.....

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

3.14.1 If yes, furnish particulars
.....
.....

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

Full name	Identity number	State employee number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5-DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		
NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details:		
NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details:		

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 THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND 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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 90/10 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	90
SPECIFIC GOALS	10
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of 51% Black-owned enterprises	04	05		
Promotion of 100% Women-owned enterprises	02	05		
Promotion of Youth-owned enterprises	02	05		
The promotion of enterprises located in a specific region (O. R. Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	02	05		

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:

.....

.....

.....

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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 <i>audi alteram partem</i> 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.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PROJECT NO.: MIS 311 729 A

CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS: CONTRACT 1

in response to the invitation for the bid made by:

O. R. TAMBO DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that: (Name of 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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

FORM 2.2.13 SCHEDULE OF PROPOSED EQUIPMENT

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

(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 BY/ON BEHALF OF TENDERER:

Signed

Date

Name

Position

FORM 2.2.14 HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act as well as COVID-19 requirements. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard, the Tenderer shall prepare and attach a Health and Safety Plan in relation to the Client Health and Safety Specification 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. The Tenderer's 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) Risk management systems and monitoring
- 4) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 5) Regular monitoring Procedures to be performed.
- 6) Regular liaison, consultation and review meetings with all parties.
- 7) Site security, welfare facilities and first aid.
- 8) 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.

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Signed Date

Name Position

FORM 2.2.15 PRELIMINARY PROGRAMME
--

The Tenderer shall provide a preliminary programme in Gantt Chart format showing how the requirements of C1.2: Contract Data and Part C3: Scope of Work will be met; and outlining the key activities and milestones and Critical Path for the Works and the sequencing thereof. In addition, a preliminary cash flow forecast, matching the progress of the programme must be submitted.

The programme must be based on the tendered Time for Completion.

The preliminary programme must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.3 of T1.2: Variations to the Standard Conditions of Tender.

The Tenderer shall state his estimated cashflow on the contract based on his/her preliminary programme, tendered rates and submission of payment certificates to the Employer in the table below. Amounts for Contract Price Adjustment shall not be included.

SIGNED BY/ON BEHALF OF TENDERER:

Date

Position

FORM 2.2.17 DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 4(3) of the Construction Regulations, (hereinafter referred to as the Regulations), promulgated on 18 July 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 Bill 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):

FORM 2.2.18 CIDB REGISTRATION

Proof of Contractor's (active) registration on the Construction Industry Development Board (CIDB)

FORM 2.2.19 COID LETTER OF GOOD STANDING

Provide a Certified copy of letter proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID).

T2.3 RETURNABLE DOCUMENTS INCORPORATED INTO THE CONTRACT

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Form 2.3.1 Record of Addenda to Tender Documents
- Form 2.3.2 Procurement Form
- Form 2.3.3 Original Tax Clearance Certificate
- Form 2.3.4 National Treasury: Central Data Supplier Base

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Employer's Agent for amendments on Tender Documentation)

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer: Date:

Signature:

Full name of signatory:

FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

“Acceptable Tender” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“Council” refers to the O. R. TAMBO DISTRICT Municipality.

“Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“SMME’s” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME's for different economic sectors.

Tenders are adjudicated in terms of ORTDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1 Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Verification Pin. (**Only valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the Bill of Quantities as required.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. Pencil.
- Failure to attend compulsory site inspections.
- The Tender has not been properly signed by a party having the authority to do so, according to the Form 2.2.2 – “Authority for Signatory”.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed 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.

2 Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover.
- Current contractual obligations.
- Capacity to execute the contract.

3 Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

4 Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5 Good standing with RSA Revenue Services

- Determine whether an original tax pin or an original valid tax clearance certificate has been submitted.
- The Tenderer must affix a Tax Verification Pin to page T2.2.5 of the Tender document.

6 Penalties

7 The O. R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders, and directors on obtaining any business from the O. R. Tambo District Municipality for a period of 5 years.

DECLARATION

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the O. R. Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the O. R. Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the O. R. Tambo District Municipality as a result of the award of the Contract and/or cancel the contract and claim any damages which the O. R. Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at _____ on _____ day of _____ 202__

For the tenderer

WITNESSES:

1. _____
2. _____
3. _____

FORM 2.3.3 ORIGINAL TAX CLEARANCE CERTIFICATE

FORM 2.3.4 NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE
--

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

CONTRACT

C1 AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 1 & Part 2)
- C1.3 Tenderer's Direct Participation of Targeted Labour
- C1.4 Specification for SMME Sub-contractor Employment
- C1.5 Performance Guarantee (Pro forma)
- C1.6 Adjudication
- C1.7 Agreement in terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

CONTRACT NO.: MIS 311 729 A: CONSTRUCTION OF PORT ST JOHN'S WASTEWATER TREATMENT WORKS: CONTRACT 1

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 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) _____ Date _____

Name(s) _____

Capacity _____

For the **Tenderer** (Name and address of organisation):

Name & Signature of Witness

Signature

Name

Date

2. ACCEPTANCE

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

The terms of the contract are contained in:

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

Part C5: Book of Drawings

and documents or parts thereof, which may be incorporated by reference into the above – listed Parts.

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

The tenderer shall, within two (2) weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 the 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 (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s) _____

Name(s) _____ Date _____

Capacity _____

For the **Employer** (Name and address of organisation):

Name & Signature

Of Witness _____

Name and Signature

Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

- | | | |
|----|---------|-------|
| 1. | Subject | _____ |
| | Details | _____ |
| 2. | Subject | _____ |
| | Details | _____ |
| 3. | Subject | _____ |
| | Details | _____ |
| 4. | Subject | _____ |
| | Details | _____ |
| 5. | Subject | _____ |
| | Details | _____ |
| 6. | Subject | _____ |
| | Details | _____ |

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents, 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 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:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

4. **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) on:

the (day) of (month) 20..... (year)

at (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

C1.2 CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, third edition, second print, 2015, published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za.

Copies of the General Conditions of Contract may be obtained from the South African Institution of Civil Engineering Tel: 011 – 805 5947

PART 1: DATA PROVIDED BY THE EMPLOYER

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

The General Conditions of Contract for Construction Works 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.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions or omissions, referring to the General Conditions of Contract for Construction Works, Third Edition, second print, 2015, are applicable to this Contract:

The following amendments and additions to the Clauses are the contract specific data applicable to this Contract:

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 (twelve) months , measured from the date of Certificate of Completion.
1.1.1.14	Due Completion Date is 36 Months from the Commencement date (as described in clause 5.5.1)
1.1.1.15	The Employer is: O. R. Tambo District Municipality , represented by the MUNICIPAL MANAGER : and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The Employer's Agent is Excellent Precision Consulting , also referred to in the contract as "EPC" or "Employer's Agent". Any reference to the "Engineer" will have the same meaning and reference as the "Employer's Agent"
1.1.1.26	The Pricing Strategy is: A Re – Measurement Contract
1.1.1.28	<i>Delete the contents of Sub-Clause 1.1.1.28 and replace with the following:</i> "Scope of Work means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out." (as described in Volume 2)
1.1.1.35 (new)	<i>Add the following sub-clause:</i> "Drawings" means all drawings, calculations and technical information forming part of the Contract Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

Clause	Description / Wording
1.1.1.36 (new)	<p>Add the following sub-clause:</p> <p>"Parties" means the Contractor and the Employer.</p>
1.1.1.37 (new)	<p>Add the following sub-clause:</p> <p>"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.</p>
1.1.1.38 (new)	<p>Add the following sub-clause:</p> <p>"Approved Programme" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme agreed and approved by the Employer's Agent supersedes previous approved programmes.</p>
1.2.1.	<p>The Employer's delivery address is Physical Address O. R. Tambo House Nelson Mandela Drive Mthatha 5100</p> <p>Postal Address Private Bag X 6043 Mthatha 5100</p>
1.2.1.	<p>The Employer's Agent delivery address is:</p> <p>Address: HSC Consulting 25 Schultz Road Bonnie Doon EAST LONDON, 5247</p> <p>Contact person: Bandile Gxowa Telephone: 043 743 9528</p> <p>Email: bandile@hsc.co.za</p>
1.2.1.3 (new)	<p>Add the following sub-clauses:</p>
1.2.1.4 (new)	<p>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p>
1.2.1.5 (new)	<p>Posted to the Contractor's address and delivered by the postal authorities.</p> <p>Delivered by a courier service and signed for by the recipient or his representative.</p>
1.2.1.6 (new)	<p>Add the following sub-clause:</p> <p>Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made.</p> <p>Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.</p>
1.3.5	<p>Add the following to the end of Sub-Clause 1.3.5:</p> <p>"No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.</p>

Clause	Description / Wording
	The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Sub-Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential."
3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ul style="list-style-type: none"> a) Clause 3.3.1 Nomination of Employer's Agent's Representative b) Clause 3.3.4 Employer's Agent's authority to delegate c) Clause 5.7.3 Acceleration d) Clause 5.11.2 Suspension of the Works by the Employer's Agent e) Clause 5.12.4 Acceleration instead of extension of time f) Clause 6.3.1 Approval of Variation Orders
3.3.6	<p><i>Add the following to the clause:</i></p> <p>The limit of referring the matter to the Employer's Agent by the Contactor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's Representative.</p>
4.3.1	<p><i>Add the following to the clause:</i></p> <p>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R39 of 22 January 2020, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993) and COVID-19 requirements.</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."</p>
4.3.3 (New)	<p><i>Add the following at the end of Clause 4.3:</i></p> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either</p> <ul style="list-style-type: none"> a) from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."
4.3.4 (New)	<p><i>Add the following at the end of Clause 4.3:</i></p> <p>The Employer and the Contractor hereby agree, 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', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p>

Clause	Description / Wording
	<p>(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.</p> <p>(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. 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.</p> <p>(iii) 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.</p> <p>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.</p>
4.3.5 (New)	<p>Add the following at the end of Clause 4.3:</p> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) 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 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date for each assignment and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure 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 Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure 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 Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
4.5.4	<p><i>Delete the contents of Sub-Clause 4.5.4 and replace with the following:</i></p> <p>"For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of Sub-Clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities."</p>
4.12.2	<p>Add the following to the end of Sub-Clause 4.12.2:</p> <p>"The Employer's minimum requirements for approval of the Construction Manager:</p> <p>a) Must be in the employment of the Contractor.</p>

Clause	Description / Wording
	<p>b) Must be registered with the Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech Eng or SACPCMP; and</p> <p>Must have a minimum of 5 years' experience in Water Treatment Works, and / or Wastewater Treatment Works."</p> <p>The Contractor's Construction Manager (Site Agent), SMME Construction Manager, Site Foreman and Health and Safety Officer MUST be on site at all times when work is being performed. No work may be performed without these persons being on site.</p>
5.3.1	<p>"The documents required from the Contractor before commencement of the works are:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (refer to Clause 4.3) b) Initial Programme (refer to Clause 5.6) c) Security (refer to Clause 6.2) d) Insurance (refer to Clause 8.6) e) Cashflow Projection f) Overall Construction Methodology with Quality Management Plan g) Occupational Health and Safety Agreement Form C1.4 h) Method Statement in terms of EMP i) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)" <p>"The documentation required from the Provincial Director (DoL) before commencement with works execution are:</p> <ul style="list-style-type: none"> a) Construction Work Permit (CWP) and site-specific number for each construction site in terms of Regulation 3(3) of Construction Regulation, 2014. b) In terms of Regulation 3(1) of Construction Regulations, 2014, the Employer must apply to the Provincial Director (DoL) in writing for a Construction Work Permit at least (thirty) 30 days before Commencement of the Works, said application must be in terms of Regulation 3(2) of the Construction Regulations, 2014 and including documentation in terms of the Regulations 3(2) of Construction Regulations, 2014. <p>Commencement of the Works is estimated to be Thirty – Five (35) days after the commencement of the Contract."</p>
5.3.2	<p>The Contractor shall submit the documentation required under subclause 5.3.1 including that required for the application for the Construction Work Permit and Commencement with Works, within fourteen (14) days from the commencement of the Contract.</p>
5.3.3	<p><i>Add the following to the end of Sub-Clause 5.3.3:</i></p> <p>"However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.</p> <p>The Contractor shall not commence working until the Department of Labour has issued the Construction Work Permit in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014"</p>
5.4.1	<p>Between the wording "... Site," and "the Location" In the third line, add the following:</p> <p>"Subject to the Contractor having an approved project specific Health and Safety Plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.</p>
5.4.4 (New)	<p><i>Add the following new Sub-Clause 5.4.4:</i></p> <p>"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. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p>
5.5.1	<p>The stipulated maximum time limit for Practical Completion is 1095 days measured from the commencement date.</p>

Clause	Description / Wording
	<p>The period to achieving Practical Completion starts from Commencement Date of the Contract (5.2.1) and is inclusive of:</p> <p>a) 14 days to comply with Clause 5.3.1</p> <p>b) 35 days to allow Employer to obtain Construction Work Permit in terms of Construction Regulation 2014, provided the Health and Safety Plan of the Contractor was in order and approved by the Employer Agent (namely Construction Health and Safety Agent)</p> <p>c) 1095 days of construction period, thus 36 Months.</p>
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>"Non-working" days shall be Sundays.</p> <p>The Contractor will be allowed to work on Saturdays if he so chooses, but Saturdays will not be taken into account when calculating working days or any extension of time granted.</p> <p>The "special" non-working days are:</p> <p>a) Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract;</p> <p>b) any proclaimed statutory day of mourning;</p> <p>c) any proclaimed statutory election day which is proclaimed as a statutory public holiday; and</p> <p>d) all annual year – end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry.</p>
5.9.3	<p>Delete the contents of Sub-Clause 5.9.3 and replace with the following:</p> <p>"The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.</p>
5.12.1	<p>Add the following to Clause 5.12.1:</p> <p>An Extension of Time awarded only becomes effective at the original Due Completion Date if, by that date, Practical Completion has not been achieved.</p> <p>To adjust the Due Completion Date, the circumstance must in fact delay Practical Completion.</p> <p>c) Float belongs to the Project.</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>"Extension of time resulting from abnormal weather will be calculated as per the provisions in C3.4.2.6 of the Project Document.</p>
5.12.4	<p>Delete the contents of Clause 5.12.4 and replace with the following:</p> <p>"instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3."</p>
5.12.5 (new)	<p>Add the following to Clause 5.12</p> <p>Critical Path Provision</p> <ul style="list-style-type: none"> A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought

Clause	Description / Wording
	to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
5.13.1	<p><i>Delete the contents of Sub-Clause 5.13 and replace with the following:</i></p> <p>If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty/ies for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be R 21 000 or 0.02% of the Contract Value (excluding VAT) per day; whichever is the higher value. To cover the Employer's Agent Cost for additional Supervision and Additional Services.</p>
5.14.1	<p>The requirements for achieving Practical Completion are:</p> <ul style="list-style-type: none"> Reservoirs - All concrete structures are complete including associated chambers, the Employer's Agent has been provided with all relevant test results including as-built positions; all relevant pressure and water tightness tests have been conducted and passed and have been signed off. Water - All pipes, structures and valves etc. are installed and complete; the Employer's Agent has been provided with all relevant test results including as-built positions; The pipes must be functioning in the manner for which they were intended. <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works:</p> <ul style="list-style-type: none"> Has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer; or Has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion. Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.
5.14.2	<p><i>Delete the contents of Sub-Clause 5.14.2 and replace with the following:</i></p> <p>"As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion."</p>
5.16.3	The latent defect period is ten (10) years , commencing on the day after the date of certification of Practical Completion.
6.2.1	<p><i>Add the following to the end of Sub-Clause 6.2.1:</i></p> <p>"The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> A performance guarantee of ten per cent (10%) of the Contract Sum (worded exactly as per the pro forma included in C1.5). The performance guarantee shall be from an approved South African Insurance Company (registered as an FSP) or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee."
6.2.3	<p><i>Add the following to the end of Sub-Clause 6.2.3:</i></p> <p>The Contractor shall submit proof of renewal to the Employer's Agent.</p>
6.3.1	<i>Add the following to the end of the Clause:</i>

Clause	Description / Wording
	<p>Variations that have a financial implication will be approved by ORTDM in line with their approved Supply Chain Management Delegation of Authority prior to work commencement.</p> <p>Contingencies are under the sole control of the of ORTDM and may be used upon approval by the delegated authority of ORTDM.</p>
6.5.1.2.1	<p>Add the following to the end of Sub-Clause 6.5.1.2.1:</p> <p>"Gross remuneration" referred to in Sub-Clause 6.5.1.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc."</p>
6.5.1.2.2	<p>Add the following to the end of Sub-Clause 6.5.1.2.2:</p> <p>"Net cost of materials" referred to in Sub-Clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect."</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 15%.</p>
6.6.1	<p>The provisional sums stated in the Bill of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
6.7.6 (new)	<p>Add the following sub-clause below 6.7.5:</p> <p>The Works are measured in accordance with the current SANS 1200 standard specifications and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>
6.8.2	<p>Add the following to the end of Sub-Clause 6.8.2:</p> <p>"The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following coefficients// indices / references:</p> <p>The value of "x" is 0.10</p> <p>The values of the coefficients are:</p> <p>a = 0,20 [Labour]</p> <p>b = 0,30 [Contractor's equipment]</p> <p>c = 0,40 [Material]</p> <p>d = 0,10 [Fuel]</p> <p>The relevant geographical area is "Eastern Cape (Province)".</p> <p>The base month will be the month prior to the month in which tenders close.</p> <p><u>The definitions of "L", "P", "M" and "F" referred to in Clause 1 of the Contract Price Adjustment Schedule are as follows:</u></p> <ul style="list-style-type: none"> "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as stated in the Contract Data and as published in the Statistical News Release P0141, Table A of Statistics South Africa. "P" is the "Plant Index" and shall be the "Producer Price Index" for "Plant and Equipment" as published in the Statistical News Release P0151, Table 4 of Statistics South Africa. "M" is the "Materials Index" and shall be the "Producer Price Index" for "Civil Engineering Material", for the industry as stated in the Contract Data, and as published in the Statistical News Release P0151, Table 6 of Statistics South Africa. "F" is the "Fuel Index" and shall be the "Producer Price Index" for "Diesel", for the area as stated in the Contract Data, as published in the Statistical News Release P0142, Table 1 of Statistics South Africa.

Clause	Description / Wording
6.8.3	Price adjustments for variations in the costs of special materials: Not allowed
6.9.1	<i>Add to Clause 6.9.1:</i> "The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% on submission of a payment guarantee.
6.10.3	The Retention Money shall be 10% (ten percent) of the value of the Works. The "Limit of the retention money" is 5% (five percent) of the Contract Price.
6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.11	Replace "15 per cent" in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 per cent" .
7.2.1	<i>Add at the end of Clause 7.2.1:</i> "Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused.
7.4.4.1	<i>Replace the comma after the word "them" in the last line of Sub-Clause 7.4.4.1 with a full stop, and replace the word "and" with the following:</i> "The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"
7.8	The Defects Liability Period shall be 12 (twelve) months , measured from the date of Certificate of Completion.
7.8.1	<i>In subclause 7.8.1 delete the following:</i> "(fair wear and tear excepted)"
7.8.2.2	<i>In subclause 7.8.2.2 add the following:</i> ", subject to such work being done on a written instruction by the Employer's Agent."
8.3.1	Excepted risks In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,".
8.6.1	<i>Add the following to the end of Sub-Clause 8.6.1:</i> "Insurances shall be maintained in force for the duration of the Contract, and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurances."
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is NIL .
8.6.1.1.3	The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 01% (One Percent) of the Contract Price.

Clause	Description / Wording
8.6.1.2	<p><i>Add the following to the end of Sub-Clause 8.6.1.2:</i></p> <p>"SASRIA (Riot) Certificate to be issued in joint names of Employer and Contractor for the full value of the works (including VAT)."</p>
8.6.1.3	<p>The limit of indemnity liability insurance shall be Ten Million (R10 000 000.00).</p> <p>Add to Clause 8.6.1.3:</p> <p>"The minimum amount of insurance required in terms of this Clause shall be per event, the number of events being unlimited.</p>
8.6.1.5	<p><i>Add the following to the end of Sub-Clause 8.6.1.5:</i></p> <p>The Contractor and/or his subcontractors shall provide, and maintain in force for the duration of the contract, the following additional cover:</p> <ol style="list-style-type: none"> Complying with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended; Insure all persons employed on the contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act, against the contractor's Common Law Liability to such employees for the sum of not less than R1 000 000 (one million rand) for any one accident; Motor Vehicle Liability insurance comprising: <ul style="list-style-type: none"> Insurance in accordance with the Road Accident Fund; "Balance of Third Party" Motor Risks including Passenger Liability; "All Risks" insurance on all constructional plant and machinery and allied equipment including all temporary accommodation brought onto site. <p>"Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:</p> <ol style="list-style-type: none"> The insurance policy held by the Contractor shall cover "wet risks" where a portion of the works is subject to possible, occasional or regular inundation." Where one or more hired vehicles or Contractor's own vehicles are required for the Employer's Agent's site monitoring staff, such vehicles are to be fully comprehensively insured. <p>Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof.</p>
8.6.5	<p><i>In the second line of Sub-Clause 8.6.5, after the word "effected" add the words "in the joint names of the Employer and the Contractor"</i></p> <p><i>Add the following to the end of Sub-Clause 8.6.5:</i></p> <p>"The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."</p> <p>"The Employer shall approve (or disapprove) the terms of the insurances within fourteen (14) days from the date of receipt of the policies provided in terms of Clause 8.6.5."</p>
8.6.6	<p><i>Add the following to Clause 8.6.6:</i></p> <ol style="list-style-type: none"> "The policies and the proof of payment of premiums and continuity of the policies shall be produced within fourteen (14) days."

Clause	Description / Wording
8.6.8 (new)	<p><i>Add the following Clause:</i></p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents.</p> <p>The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."</p>
9.1.4	<p><i>Replace the contents of Clause 9.1.4 with the following:</i></p> <p>"Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ol style="list-style-type: none"> will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities. <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the Contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
9.2.1.3.2	<p><i>Add the following to the end of Sub-Clause 9.2.1.3.2:</i></p> <p>"or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or"</p>
9.2.1.3.6	<p><i>Delete the contents of Sub-Clause 9.2.1.3.6 and replace with the following:</i></p> <p>"Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, inter alia to comply with any instruction under Clause 4.2"</p>
9.2.1.3.9 (new)	<p><i>Add the following Clause:</i></p> <p>"The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p>
9.2.1.3.10 (new)	<p><i>Add the following Clause:</i></p> <p>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."</p>
10.1.1.1	<p><i>Delete the contents of Sub-Clause 10.1.1.1 and replace with the following:</i></p> <p>"The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:"</p>
10.1.1.1.3	<p><i>Delete the contents of Sub-Clause 10.1.1.1.3 and replace with the following:</i></p>

Clause	Description / Wording
	"The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay to Practical Completion, and"
10.1.1.2	<i>Delete the contents of Sub-Clause 10.1.1.2 and replace with the following:</i> "If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.11 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:
10.1.1.2.1	Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and
10.1.1.2.2	As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with."
10.1.1.3	<i>Delete the contents of Sub-Clause 10.1.1.3 and replace with the following:</i> "If the circumstance, event, act or omission relating to the claim are of an ongoing nature:
10.1.1.3.1	the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1.
10.1.1.3.2	The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim."
10.1.1.4	<i>Add the following new Sub-Clause 10.1.1.4:</i> Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1"
10.1.2	The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could: a) increase the Contract Prices, b) Delay Practical Completion, or c) Impact on quality, or impair the performance of the Works in use
10.1.4	If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim. Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice."

Clause	Description / Wording
10.3.2	<p><i>Add the following:</i></p> <p>Amicable settlement in terms of Sub-Clause 10.4 shall be utilised for all disputes prior to referring any dispute to adjudication</p>
10.5.1	Dispute resolution shall be by ad-hoc adjudication
10.5.3	The number of Adjudication Board Members to be appointed is One .
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be referred to arbitration for final settlement.
10.10.1	<p><i>Delete the contents of Sub-Clause 10.10.1 and replace with the following:</i></p> <p>Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.</p>
10.10.3	<p><i>Delete the contents of Sub-Clause 10.10.3 and replace with the following:</i></p> <p>The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.</p>
Refer to C.1.3 and C.1.4 (new)	<p>The following additional clause shall apply:</p> <p>The Contract Participation Goal (CPG) of 20% applies to this bid: 10% of the Contract Value for Direct Participation by local Labour and 10% for Direct Participation by local enterprises.</p> <p>The Targeted SMME Participation Goal is a minimum of 30% of value of work excluding manufacture of pipes, contingencies, and provisional sums.</p> <p>The information provided in Section C.1.3 and C.1.4 of this document shall be contractually binding, and penalties will be imposed as per the Clauses included in the Sections should the tendered participation goals not be achieved.</p>
11 (new)	<p>Penalty for failure to meet proposed direct participation of targeted enterprise (new clause)</p> <p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty (P) calculated in the following manner:</p> $P = 0.50 \times (L_M - L_A) \times V_A$ <p>Where:</p> <p>L_M = SMME Subcontractors or Local Resources Goal % stated in the Contract Document</p> <p>L_A = SMME Subcontractors or Local Resources component % which the Employer's Agent certifies as being achieved upon completion of the Contract.</p> <p>V_A = Award Value (Contract Price exclusive of VAT, all provisional or prime cost sums and allowances for contingencies and escalation)</p> <p>P = Rand value of penalty payable</p>

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is: (The legal name of the Contractor)
1.2.1.2	The Contractor's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone: Facsimile:..... Email:

SIGNED BY/ON BEHALF OF TENDERER:

Signed

Date

Name

Position

C1.3: TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR

1. Applicable Standard Specification

The applicable Standard Specification is SANS 10845 – Part 8 (2015): Construction Procurement – Part 8: Participation of targeted labour (local resources) in contracts.

2. Definitions

With reference to clause 3 of SANS 10845-8, the following definitions shall apply to this schedule:

2.1 Targeted Labour

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

2.2 Target Group

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- i) 55 % women;
- ii) 55% youth; and
- iii) 2% on persons with disabilities

Target Group specifically excluded contractor's own staff unless such staff are also from the Target Area.

2.3 Target Area

For this project, the target area is defined as the areas within the proximity of the site, all wards in the Port St John's Local Municipality, Eastern Cape Province.

2.4 Targeted Labour Contract Participation Goal (CPGL)

Sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

2.5 Threshold Value

Sectorial Determined Wage Rate for the Civil Engineering Industry as adjusted from time to time (excluding any benefits). As determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

2.6 Value of the Contract

The contract sum (accepted contract amount) less allowances for specialist work, provisional sums, contingencies and VAT.

2.7 Labour Maximisation

Labour maximisation shall contribute a minimum of 10% of the value of the contract.

3. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- a) engage one or more targeted labour in accordance with the provisions of the SANS 10845-8 as varied in Section 4 hereunder;
- b) accept the sanctions set out in Section 5 below, should such conditions be breached;
- c) complete the Targeted Labour (CPG) calculation form contained in Section 8 below; and
- d) complete the Supporting Contract Participation Goal Calculation contained in Section 9 below.

4. Variations to the targeted construction procurement specification SANS 10845-8

The variations to SANS 10845-8 are set out below. Should any requirements of the variations conflict with the requirements of SANS 10845-8, the requirements of the variations shall prevail.

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure G of SANS 10845-8.

5. Labour Intensive Work

(a) Competencies of Supervisory and Management

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards.
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage Use Labour-Intensive Construction Methods to Construct and Maintain	Any one of these 3 unit standards
		Water and Sanitation Services Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Construction Manager/ Manager (i.e. the Contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive against this Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)

(b) Employment of unskilled and semi-skilled workers

- (i) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- (ii) The rate of pay shall be as per the latest sectoral determination for the Civil Engineering industry.
- (iii) Tasks established by the Contractor shall be such that:
 - the average worker completes 5 tasks per week in 45 hours or less; and
 - the weakest worker completes 5 tasks per week in 55 hours or less.
- (iv) The Contractor shall revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (iii) above.
- (v) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference shall be given to people with previous practical experience in construction and / or who come from households:
 - where the head of the household has less than a primary school education;
 - that have less than one full time person earning an income;
 - where subsistence agriculture is the source of income;
 - those who are not in receipt of any social security pension income
- (vi) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - 55 % women;
 - 55% youth; and
 - 2% on persons with disabilities.

(c) Contract Participation Goals

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour – intensive construction methods in order to provide low and semi-skilled employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted labour contract participation goal (CPGL) using labour intensive method is 10%

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPGL.

(d) Training of targeted labour

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

The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible.

The Contractor shall access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the Contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) shall be furnished with a copy of this request.

The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training.

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

It is envisaged that all local labour employed on this Contract shall receive a level of training for which they will receive accreditation.

An employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of his employer (i.e. the Contractor) and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of his services.

(e) Generic labour-intensive specification

(i) Scope

This Specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1,5 meters
- b) stormwater drainage
- c) low-volume paved roads and sidedrains
- d) Gravel road to lighthouse
- d) Installation of gabion baskets
- e) Operators Houses

(ii) Precedence

Where this Specification is in conflict with any other standard or specification referred to in this Contract, the requirements of this Specification shall prevail.

(iii) Hand excavatable material

Hand excavatable material is material:

- a) Granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note:

- A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm, and between 2 mm and 60 mm respectively.
- A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by the sharp end of geological pick; required many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

(iv) Trench excavation

Hand excavatable material has to have a consistency of:

Granular Materials – Very loose or Loose

Cohesive Materials – Very soft or Soft

All other consistencies are regarded machine excavatable materials.

Hand excavation only for trenches having a depth of less than 1,5 metres, all other trenches to be done by machine.

(v) Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

(vi) Excavation

All excavation, as listed under C3.4.2.6(f)(iv) classified as hand excavatable shall be excavated by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

(vii) Clearing and grubbing

Grass and small bushes shall be cleared by hand.

(viii) Shaping

All shaping shall be undertaken by hand.

(ix) Spreading

All material shall be spread by hand.

6. Training

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference

7. Community Participation

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference (TOR), and a Graduate Engineer as Clerk of Works (COW).

(a) Terms of Reference of CLO

The Community Liaison Officer (CLO) will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be the person with a good standing and respect in the local community and would be selected according to the set criteria by the interviewing panel consisting of Local and District Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.

One (1) CLO will appointed for the period of physical construction, plus a period of 14 days prior to this period.

The period will include times where small team works are busy in the area e.g. chambers, standpipes and reservoirs. The period will end when no further work is required.

The Contractor will provide office space and stationery for the CLO to carry out his / her duties.

Remuneration for the CLO will be **R8 500 plus R500 for Airtime and Data per CLO per month** for the period of employment. Where the CLO is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall be the man-month of CLO employment.

A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD Consultant.

The CLO will liaise with the following people in performing these activities:

Contractor:

- a. Organise and assist the contractor in explaining to all workers the labour-based construction model.
- b. Ensure labourers understand their task and the principles behind task work.
- c. Ensure labourers are informed of their conditions of temporal employment.
- d. Attend all site meetings and briefing for work procedures.
- e. Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- f. Collect monthly welfare reports and submit to social facilitators.

- g. Ensure that contractor's workers are paid what is due to them and in time.
- h. Assist in the recruitment of labour.
- i. Promote and maintain sound relations with community stakeholders and other role players.
- j. Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- k. Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- l. Keep the labour register of labour and manage records of project local labourers and be able to provide reports on employment statistics.
- m. Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- n. To be on site on a daily basis.
- o. To register concerns / perceptions and raise them in the PSC meetings.
- p. Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- q. Identify possible labour dispute and any disciplinary matter and advise the Construction Manager / foreman and assist in the resolution, where necessary must call for the assistance of the Social Consultant for the resolution of the conflicts.
- r. Assist the contractor in preparing records of project employees. Assist the contractor in making task measurements and the records thereof.
- s. Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- t. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- u. Communicate daily with the contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
- v. Attend weekly meetings with the contractor and make a weekly written report which shall be a prerequisite to being paid.

Social Facilitator:

- a. Assist in convening of workshops.
- b. Disseminate information to PSC members.
- c. Articulate implementing agency policies to PSC members.
- d. Communicate labour requirements.
- e. Attend induction training programmes for workers and induct labourers.
- f. Submit monthly welfare reports to the social facilitators PSC.
- g. Communicate labour and skills requirements to the PSC.
- h. Assist in the recruitment and engagement of work force.
- i. Verify labour records and ensure all engaged qualify as per the Contract requirements.
- j. Investigate and report all labour dispute matters to the PSC, advise Construction Manager on resolution.

The residents of each village being served by the scheme are represented by a PSC. All liaison with the community and the committees is the responsibility of the Social Facilitator in conjunction with the Project Manager. The Contractor will be required to liaise through them for any matters to do with the community.

(b) Graduate Engineer (Clerk of Works)

The Contractor shall employ, for the duration of the contract, a Graduate Engineer (National Diploma or BTech) for the duties of a Clerk of Works (COW). The PSC will provide a list of suitable candidates which will be interview by the Contractor before selecting a suitable person. If this person has never done similar work before the Contractor must make allowance to train the person. The Graduate Engineer will be responsible to the Contractor and a short-term contract must be set up to formalise the conditions of the appointment.

The contractor will provide office space, stationery and all other tools and equipment for the COW to carry out his / her duties.

At completion of the contract the Contractor must provide the Graduate Engineer with a certificate of service.

Remuneration for the Graduate Engineer will be **R 10 500 per month for the period of employment**. Where the COW is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall be the man-month of Graduate Engineer employment.

The Graduate Engineer shall be trained and mentored in:

- Contract Administration
- Quality Control
- Measurement of Works,
- Site Management System
- Survey

A Graduate Engineer who fails in their responsibilities as outlined in the agreement, may be replaced in consultation with the PSC and ISD.

8. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0.5 \times \frac{(D - D_0)}{(100)} \times C_A$$

Where:

D = tendered Contract Participation Goal percentage.

D₀ = the Contract Participation Goal which the Employer's representative certifies, based on the credits passed, as being achieved upon completion of the contract.

C_A = Contract Amount

P = Monetary value of penalty payable

9. Tender Contract Participation Goal in respect of targeted labour and local enterprises

I/We hereby tender a Contract Participation Goal of 20% (minimum: **30%**) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax:

10. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
Local Enterprises			
		TOTAL	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

C1.4: SPECIFICATION FOR SMME SUB-CONTRACTOR EMPLOYMENT

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7.	ACCEPTANCE OF THE SMME SUB-CONTRACTOR SPECIFICATION

Revision list

Rev 0.1

- Change SAFCEC Subcontract Agreement to General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments
- Change SMME EoI document compiler from Employer's Agent to the Main Contractor

ACRONYMS

CIDB	-	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
CM	-	CONSTRUCTION MANAGER (MENTOR)
ECSA	-	ENGINEERING COUNCIL OF SOUTH AFRICA
GCC	-	GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
EA	-	EMPLOYER'S AGENT
MC	-	MAIN CONTRACTOR (MENTOR)
PM	-	PROJECT MANAGER (MENTOR)
PMT	-	PROJECT MANAGEMENT TEAM
SAICE	-	SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING
SARS	-	SOUTH AFRICAN RECEIVER OF REVENUE
SMME	-	SMALL MEDIUM & MICRO ENTERPRISE
SANS	-	SOUTH AFRICAN NATIONAL STANDARDS

1 DEFINITIONS AND INTERPRETATIONS

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 3rd Edition 2015, the Standard Specifications and the Project Specifications, together with the following definitions shall apply:

- a) Main Contract: Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 3rd Edition, 2015.
- b) Project Management Team (PMT): A team that is set up after award of the contract, consisting of a delegate from each of the Main Contractor, the Employer's Agent and the Employer. The function of the PMT will be to consult regarding the management of the subcontracts involving SMMEs. The PMT will also evaluate the Main Contractor's performance regarding the goals set for SMME involvement. The Employer's Project Manager will decide which party is to chair and lead the team. Minutes of these meetings will be taken by the Employer's Agent.
- c) SMME Construction Manager: Person provided by Main Contractor to guide, assist and mentor all eligible potential SMMEs tendering and awarded a contract as SMME Sub-Contractors as per section 2.2 of this section of the Specification.
- d) Small, Medium and Micro Enterprises: An Affirmable Business Enterprise which adheres to statutory labour practices, is a legal entity, registered with SARS and the Compensation Commissioner or FEMA and continues to operate as an independent enterprise for profit.
- e) SMME Sub-Contractor: An Emerging Contractor referred to as an SMME and chosen by the Main Contractor to tender for and, if successful, to provide works as part of the total service required by the Employer for the Contract.
- f) Sub-Contractor: A Contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.
- g) SMME Package: Specified work package identified for execution by SMMEs. The identifiers are Employer, Employer's Agent and Main Contractor.
- h) Joint Venture: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.

2 SMME TENDER PHASE

2.1 Identification of SMME Contractors

"Immediately upon the award of the Contract the Main Contractor in conjunction with the Employer and the Employer's Agent shall place an advertisement for Expressions of Interest for CIDB class CE SMME contractors to undertake part of the Works. It is intended that SMME subcontracts shall be issued covering certain items of the work which will be identified as set out below."

2.2 Identification of Works Opportunities

General items to be considered as possible work packages for the sub-contractors are listed below. These packages are not all inclusive and contractors are encouraged to exceed the minimum requirements. Specific work items to be performed by subcontractors will be agreed to post-award. It remains the main contractor's responsibility to ensure compliance with the stipulated contract participation goals.

- Site clearance
- Hand excavation
- Construction of chambers
- Installation of valve and pipeline markers
- Fencing
- Block paving and Kerbing
- Gravel road to lighthouse
- Construction of "V" drains and Box Channels
- Gabion Baskets
- Operators Houses

2.3 Tender process for SMMEs

"Potential SMME Sub – Contractors shall be invited to tender for each work package."

2.4 Compilation and issue of tender documents

The Main Contractor supported where required by the Employer's Agent shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of SMMEs as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be reviewed, approved and issued by the Main Contractor with all copies of tender documents compiled deemed to be included in the tendered rates or mark-up provision allowed for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO COST and the Main Contractor is to make allowance for such cost in his tendered rates.

2.5 Site Briefing Session

The Main Contractor shall facilitate a Site Briefing Session for the invited SMMEs. The Main Contractor will also make sure that all relevant parties including the PMT are present and given an opportunity to present specific aspects of the requirements pertaining to their tender requirements.

2.6 Pre-Tender Assistance to the SMMEs

At the briefing session, the Main Contractor assisted by the PMT will be responsible for ensuring that prospective SMME Tenderers fully comprehend the:

- i. implications of the liabilities and responsibilities inherent in the subcontract applicable;
- ii. scope and extent of the portion of the works included in the subcontract;
- iii. the requirements for quality control of works;
- iv. the requirements for occupational health and safety;
- v. proper procedures for the submission of the tenders;
- vi. procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

2.7 Adjudication

- a) The Main Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Main Contractor for this purpose. A submission register will be maintained by the Main Contractor for all tenders received.
- b) All tenders received shall be evaluated by the Main Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalise the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

The evaluation of the Occupational Health and Safety plans will be done by the Main Contractor SHE Officer.

- c) The PMT shall have the right to interview any tenderer for the purpose of:
 - clarifying any aspect of the tender;
 - querying abnormally high or low rates and prices, and
 - clarifying rates and prices which are not in balance with other tendered rates and prices.
- d) The Main Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

2.8 Award of Tender

The Main Contractor will award the work with the successful SMME Tenderers, and a Sub-Contract Agreement will be signed between the Main Contractor and the successful SMME Tenderers.

2.9 Sub – Contract Agreement

A Sub-Contract Agreement in accordance with the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments will be compiled by the Main Contractor with the assistance of the Employer's Agent. They shall be responsible for ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably may be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Main Contractor's account.

The final terms and conditions of each subcontract agreement shall be subject to the approval of the PMT, prior to entering into the subcontract agreement. The Main Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Main Contractor.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of the main contract pertaining to:

- a) The allowable sources from which workers may be drawn in terms of the contract;
- b) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works;
- c) Any training to be provided to the temporary workforce;
- d) Occupational health and safety; and
- e) The use of labour-intensive methods.

Shall apply in respect of all SMME Contracts.

3 CONSTRUCTION PHASE

3.1 Mentorship

The Main Contractor shall closely manage and supervise and assist all SMMEs in all aspects of management, execution and completion of subcontracts. This shall typically include assistance with planning the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance to be provided by the Main Contractor shall be directed at enabling the SMMEs to achieve the successful execution and completion of the subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMMEs.

3.2 Guide, Assist and Mentor SMMEs

The Main Contractor shall employ on a full-time basis an SMME Construction Manager. The CV of the proposed individual must be submitted to the Employer's Agent for approval based on the requirements shown below.

The SMME Construction Manager will manage the SMMEs and report monthly on progress of each SMME to the Project Management Team (PMT).

Such Construction Manager must be adequately experienced with SMME work(s) concern and the development thereof and will be subject to the approval of the Employer. The SMME Construction Manager will render full-time assistance to and mentor the SMMEs and shall:

- i. Possess a minimum of five years site-based experience in the civil engineering construction industry and have a sound knowledge of the minimum requirements to carry out construction work effectively and efficiently.
- ii. Possess 3 years civil engineering administrative experience.

- iii. Be registered with ECSA registration (Engineering Council of South Africa): Pr. Eng or Pr. Tech or SACPCMP (South African Council for the Project and Construction Management Professions) as a Pr. CPM or Pr. CM.
- iv. Would preferably hold a mentoring certificate.
- v. Maintain the programme of the subcontract.
- vi. Ensure continuous supervision and assistance to the SMME sub-contractors.

The SMME Construction Manager will report on performance of the SMME on a monthly basis. On completion, the Main Contractor will issue a Final Certificate as given in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments within seven days after the final completion.

3.3 Dispute Resolution Procedures

The Main Contractor shall at all times:

- a) Apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable.
- b) Closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Main Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to rectify any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.
- c) If no agreement can be reached between the Main Contractor and the sub-Main Contractor, the matter shall be referred to a mutually acceptable mediator as required in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments.

When taking any actions or imposing any penalties as are provided for in the subcontract, the Main Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract.

3.4 Quality of Work and Performance of the Sub-Main Contractor

If the Sub-Contractor, in the opinion of the Main Contractor, fails to comply with the criteria as listed below, the Main Contractor shall issue a written warning to the Sub-Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer's Agent. These criteria include:

- a) Acceptable standard of works as set out in the specifications in the sub-contract tender document.
- b) Progress in accordance with the time constraints in the Sub-Contractor's tender document.
- c) Punctual and full payment of the workforce and suppliers.
- d) Occupational health and safety compliance.
- e) Compliance with environmental requirements.

The Sub Contractor shall have fourteen (14) days from the date of receipt of the warning letter from the Main Contractor to satisfactorily rectify the issues raised by the Main Contractor, with the exception of point (d) and (e), for which the response time shall be 24 hours. If a satisfactory solution cannot be reached after the mediation process this will be sufficient grounds for the Main Contractor to terminate the contract provided the Project Management Team is satisfied that the Main Contractor has made every effort to correct the performance by the Sub – Contractor.

3.5 Payment of SMMEs

- 3.5.1 SMME Sub-Contractors are to be invited to submit their payment certification or claim monthly and are to be paid by the Main Contractor within Thirty (30) days of receipt of the correct invoice.
- 3.5.2 Payment to SMMEs **MAY NOT BE** delayed pending payment of the Main Contractor by the Employer.
- 3.5.3 Payment to SMMEs may not be subjected to set off costs unless provided for in law, and may not exceed 5% of the payment, unless approved by the Employer.
- 3.5.4 Payment to SMMEs may not be discounted for early payment.
- 3.5.5 No interim payment of the SMME invoice may be unfairly withheld or delayed for whatever reason.
- 3.5.6 The Main Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME if presented to the PMT and approved.

3.6 Main Contractor's Liability

No provision or requirement set out in this specification shall be deemed to relieve the Main Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works 2015, the Main Contractor shall be fully liable for the acts, defaults and negligence of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and negligence of the Main Contractor, his agents or employees save as specified in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments.

Any failure or neglect by the Main Contractor to comply with the provision of the specifications, or any omission or neglect by the Main Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer's Agent to act in terms of Clause 9.2 of the General Conditions of Contract for Construction Works 2015.

3.7 Performance Guarantee

The following Performance Guarantees will be applied on the SMME Sub Contracts:

3.7.1	up to R1 000 000	shall be zero percent	(0%);
3.7.2	R1 000 001 to R4 000 000	shall be five percent	(5%);
3.7.3	Exceeding R4 000 000	shall be ten percent	(10%)

All the above will be of the accepted SMME Sub-Contract Value and will be required from SMMEs as stated in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments.

Where such guarantees are provided by SMME, the return of same will be related to the time when the work carried out by the SMME is complete to the satisfaction of the Main Contractor and the Employer's Agent.

3.8 Retention

Five percent (5%) of the Sub-Contract Value (excluding VAT) will be deducted as retention on SMME, with half to be released on issue of the Completion Certificate for the specific SMME Sub-Contract with the remaining retention released on issuing of the Final Approval Certificate after the twelve (12) months Defects Liability Period. This deduction will be made from each payment certificate till it reaches the maximum of 5% of the Sub-Contract Value.

3.9 Measurements

An item has been measured in Bill of Quantities allowing the Main Contractor to price for the cost of the Main Contractor to manage and supervise the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Main Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Main Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.

3.10 Sub-Contracting by SMME

The Main Contractor shall not permit SMME Sub-Contractors to further subcontract on any other conditions than those applying in the project specification to Sub-Contractors or SMME Sub-Contractors.

3.11 Joint Venturing & Consortium

The Main Contractor shall not permit the SMME Sub-Contractors to enter into a Joint Venture or form a consortium with an external SMME(s) unless PMT approves so before the tender award. The SMME may only be allowed to enter into Joint Venture or form a consortium with the other invited SMME(s) on the package concerned.

4 PORTFOLIOS OF EVIDENCE & UP-GRADE SUPPORT

4.1 Keeping of Records

The Main Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each SMME's progress during the construction period, starting from the award of a subcontract to an SMME until the successful completion of the subcontract work or termination of the subcontract. To this end the Main Contractor shall arrange for the completion, on behalf of the SMME Sub Contractor, of the Employer's pro-formas to be provided by the Employer at award of the Main Contract. The Main Contractor must also keep a register of the details of each SMME engaged.

The Main Contractor shall keep comprehensive records of the training given to each trainee and SMME, at the successful completion of each course; each trainee shall be issued with a certificate indicating the course contents as

proof of attendance and completion. The Main Contractor shall keep a register of certificates issued. Whenever required, the Main Contractor shall provide copies of such records to the Employer's Agent.

4.2 Monthly Returns

The Main Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the targets in this contract. The Main Contractor shall complete and return on a monthly basis the following pro-forma forms of the Employer (to be provided by the Employer at award of the Main Contract):

- Report on EPWP Labour Employment
- Report on employment.
- Report on the SMME's Plant and Equipment.
- Report on progress against programme.
- Report on financial status.
- Report on engineering training.
- Report on development training.
- Report on safety training.

The completed forms shall be presented to the Employer's Agent at each site meeting. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the forms have been received.

4.3 Main Contractor's duties upon completion of each sub-contract

The Main Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME within 7 (seven) days of the completion of the subcontract, a Certificate of Experience on a single A4 page containing the following:

- a) Contract data:
 - i. Contract title;
 - ii. Main Contractor's full name and address;
 - iii. Employer's Agent's name and address;
 - iv. Employer's name and address.
- b) Subcontract data:
 - i. SMME name and address;
 - ii. Scope or extent of the subcontract works;
 - iii. Value of the subcontract works;
 - iv. Applicable level of the subcontract;
 - v. Duration of the subcontract;
 - vi. Date of completion of the subcontract;
 - vii. Description of the training undergone by the SMME.

In addition, the SMME Construction Manager must provide comments of the performance of the SMME Sub Contractor in respect of contract execution, Labour management and OHS principles.

- c) Certifying the SMME's successful completion of the subcontract.

5 MEASUREMENT AND PAYMENT

Payment Ref	Unit
SM10.01 Provision of an SMME Construction Manager	Month

The monthly tendered rate must include for all costs arising from the full-time mentoring, guidance and supervision of the SMME Sub Contractors, including salary, accommodation, transport and all other expenses incurred.

SM10.02 Expressions of Interest for SMME's	Number (No)
---	-------------

The tendered sum must include all costs incurred in the preparation of the expressions of interest, advertising and evaluation of the replies for presentation to the PMT.

SM10.03 Tenders for SMME's	Number (No)
---	-------------

Payment under this item shall be the number of SMME sub contract, tender processes which the Contractor carries out. The tendered rate shall include full compensation for the compilation and issue of tender documents, tender invitation, training and provision of assistance to tenderers, evaluation of tenders and award of sub contracts.

SM10.04 Administrative costs of mentoring SMME Sub Contractors Month

The tendered sum must include for all costs incurred in the administration of the mentoring of SMME Sub Contracts but not including the costs of the duties of the SMME Construction Manager or normal site supervision and administration activities. These could include the costs of outside specialists such as estimators, OHS or environmental specialists.

SM10.05 Preliminary and General costs associated with SMME's and fluctuation between the Contractor's tendered rates and the rates of SMME subcontractorsProvisional Sum (Prov. Sum)

Measurement and payment shall be in accordance with the provisions of clause 6.6 of the Conditions of Contract.

The Contractor shall, for inclusion in his monthly certificate, produce a schedule of work packages undertaken by SMME subcontractors, clearly indicating the P&G costs incurred which shall be limited to 20% of each SMME package.

The provisional sum makes provision for the SMME subcontractor's establishment on site and general obligations, which will be included in the SMME subcontractors' contracts, and for funds to deal with the fluctuations between the Contractor's tendered rates and the rates of the approved SMME subcontractors."

SM10.06 Handling Costs and Profit Associated with SM10.05 Percentage (%)

The Contractor is required to calculate the total percentage mark up for his handling costs and profit on Item SM10.05 which shall be claimed monthly under this pay item.

6 FINANCIAL PENALTY

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty (P) calculated in the following manner:

$$P = 0,50 \times (L_M - L_A) \times V_A$$

Where:

L_M = SMME Subcontractors or Local Resources Goal % stated in the Contract Document

L_A = SMME Subcontractors or Local Resources component % which the Employer's representative certifies as being achieved upon completion of the Contract.

V_A = Award Value (Contract Price exclusive of VAT, all provisional or prime cost sums and allowances for contingencies)

P = Rand value of penalty payable

7 ACCEPTANCE OF THE SMME SUB-CONTRACTOR SPECIFICATION

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor. confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax:

C1.5: PERFORMANCE GUARANTEE (PRO FORMA)

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:
Physical address:
"Employer" means:	O. R. Tambo District Municipality
"Contractor" means:
"Employer's Agent" means:	HSC Consulting
"Works" means:	CONSTRUCTION OF PORT ST JOHN'S WASTEWATER TREATMENT WORKS
"Site" means:	PORT ST JOHN'S WASTEWATER TREATMENT WORKS CONTRACT 1:
"Contract" means:	The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means:	The accepted amount inclusive of tax of R
Amount in words:
"Guaranteed Sum" means:	The maximum aggregate amount of R
Amount in words:
Type of Performance Guarantee:	FIXED
"Expiry Date" means:	Within 14 days after the issue of the Certificate of Completion by the Employer's Agent in terms of Clause 5.14.4 of the General Conditions of Contract.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory: (1)

Witness signatory: (2)

C1.6: ADJUDICATION

Adjudication shall be carried out in terms of Clauses 10.5 and 10.6 of the General Conditions of Contract 2015.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract GCC 2015.

**C1.7: AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT No 85 OF 1993)**

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between

(hereinafter called "the Employer") of the one part, herein represented by.....

in his capacity as

and

(hereinafter called "the Mandatary") of the other part, herein represented by:

.....

in his capacity as

duly authorised to sign on behalf of the Mandatary.

WHEREAS the Contractor is the Mandatary of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT No:CONTRACT TITLE

for the construction, completion and maintenance of such Works;

AND WHEREAS the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1 The Mandatary undertakes to acquaint the appropriate officials and employees of the Mandatary with all relevant provisions of the Act and the regulations promulgated in terms thereof.
- 2 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 3 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.

- 4 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 5 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 6 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 7 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
8. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

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

Signature(s) of authorised agents: Date.....

Name(s) (in block letters):

Capacity of authorised agents:

for and on behalf of the Mandatary
(Name and address of organisation)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorised agent(s) Date.....

Name(s) (in block letters)

Capacity of authorised agents:

for the Employer: (Name and address of organisation)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1 PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The Conditions of Contract, the Contract Data, the Scope of Work, the Site Information, and the Drawings shall be read in conjunction with the Bill of Quantities.

C2.1.1.2 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction or the Particular Specifications referred to in the Scope of Work, subject to the variations and amendments contained therein.

C2.1.1.3 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill of Quantities.

Clause 8 of each Standardised Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Scope of Work, all set out which ancillary or associated activities are included in the rates for the specified operations.

C2.1.1.4 Descriptions in the Bill of Quantities are abbreviated and comply generally but may differ from those in the Standardised Specifications and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill of Quantities has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardised or Particular Specifications be contrary to the terms of the Bill of Quantities or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardised or Particular Specification, as the case may be, shall prevail.

C2.1.1.5 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

C2.1.1.6 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding Value Added Tax), liabilities and obligations set forth or implied in the documents on which the tender is based.

C2.1.1.7 An amount or rate shall be entered against each item in the Bill of Quantities, whether

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

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

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

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

C2.1.1.8 The quantities of work, as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Works Assignment and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

C2.1.1.9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

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

C2.1.1.10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre	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	PC sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum

kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Mℓ	=	Megalitre (1000 kℓ)	kN	=	kilonewton

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2 PRICING SCHEDULE

SIGNED BY/ON BEHALF OF TENDERER

COMPANY STAMP

NAME

SIGNATURE

DATE

Declaration

(In respect of completeness of Tender)

O. R. TAMBO DISTRICT MUNICIPALITY

Nelson Mandela Drive

Myezo Park

Mthatha

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2 of this Contract Document in consecutive order upon which my/our tender for the **CONTRACT NUMBER: MIS 311 729 A – CONSTRUCTION OF PORT ST JOHN'S WASTEWATER TREATMENT WORKS CONTRACT 1** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	SCHED. QTY.	RATE	AMOUNT
A1	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
		Fixed-Charge items				
A1.1	8.3.1	Contractual requirements	Sum	1.00		
		Establish facilities on the Site				
A1.2	8.3.2.3 PSA8-14 PSAB8-1 PSAB8-2	Facilities for Engineer:				
A1.2.1		Nameboard, 1 No.	Sum	1.00		
A1.2.2		Survey	Sum	1.00		
A1.2.4		Medical and safety	Sum	1.00		
A1.2.5		Office/conference room	Sum	1.00		
A1.2.6		Parking facility	Sum	1.00		
A1.2.7		Telephone	Sum	1.00		
A1.2.8		Survey assistance and equipment	Sum	1.00		
A1.3	8.3.2.3 PS4 PS5 PS7-6 PSA8-16 PSA8-9 PSA8-11 PSA8-13	Facilities for Contractor including offices, storage sheds, workshops, laboratories, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications, setting out of Works, security and dealing with water.	Sum	1.00		
A1.4	SPEC AO	Health and safety:				
A1.4.1	8.2.1	General safety obligations	Sum	1.00		
A1.4.2	8.2.2	Risk assessment	Sum	1.00		
A1.4.3	8.2.3	Health and safety plan	Sum	1.00		
A1.4.4	8.2.5	Training	Sum	1.00		
A1.4.5	8.2.6	Medical assessment of employees	Sum	1.00		
A1.5	SANS 1200 A 8.3.3	Other fixed-charge obligations	Sum	1.00		
A1.6	8.3.4	Removal of Site establishment on completion	Sum	1.00		
Carried forward /						

C2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	SCHED. QTY.	RATE	AMOUNT
A2	SDA8-1	Brought forward / ... Time-Related Items				
A2.1	8.4.1	Contractual requirements	Months	36		
		Operate and maintain facilities on the Site for duration of construction except where otherwise stated				
A2.2	8.4.2.3 PSA8-14 PSAB8-1 PSAB8-2	Facilities for Engineer:				
A2.2.1		Nameboard	Months	36		
A2.2.2		Survey	Months	36		
A2.2.4		Medical and safety	Months	36		
A2.2.5		Protective Clothing	Months	36		
A2.2.6		Office/conference room	Months	36		
A2.2.7		Parking facility	Months	36		
A2.2.8		Survey assistants and material	Months	36		
A2.2.9		Mobile internet services	Months	36		
A2.3	8.4.2.3 PS4 PS5 PSA8-16 PSA8-9 PSA8-11 PSA8-13	Facilities for Contractor as for Item A1.3	Months	36		
A2.4	8.4.3	Supervision for duration of construction	Months	36		
A2.5	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Months	36		
A2.6	SPEC AO	Health and Safety:				
A2.6.1	8.2.1	General safety obligations	Months	36		
A2.6.2	8.2.3	Health and safety plan	Months	36		
A2.6.3	8.2.4 10.2.1 (a)	Construction supervisor	Months	36		
A2.6.3	8.2.4	Construction Safety Officer and other appointments	Months	36		
A2.7	8.4.5	Other time-related obligations	Months	36		
A2.8	PSA8-12	Allow for the costs of providing insurance cover in terms of the Compensation for Occupational Injuries and Disease (COID) Act	Sum	1		
Carried forward /						

C2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...				
	8.5 PSA8-15	Sums stated provisionally by Engineer:				
A3		Existing services				
A3.1		Locating, protection, alteration and relocation of existing services carried out by authorities		Provisional Sum		R 50 000.00
A3.2		Percentage adjustment on Item A3.1 for Contractor's overheads and profit (<i>State % and extend as an amount</i>)	%	R 50 000.0%	
A3.3	PSA8-9	Excavation for services	m ³	5.00		
A3.4	PSA8-18	Community Liaison Officer		Provisional sum		R 300 000.00
A3.5		Percentage adjustment on Item A3.4 for Contractor's overheads and profit (<i>State % and extend as an amount</i>)	%	R300 000.00%	
A3.6		Reimbursement of Project Steering Committee Members for attendance of meetings to the value of R400,00 per meeting		Provisional Sum		R 200 000.00
A3.7		Overheads, charges & profit on above provisional sum	%	R200 000.00%	
A3.8		SMME MENTORING				
A3.8.1		Allow for SMME Mentor and SMME Manager including 2 x Supervisors for the duration of the contract and Provide Training		Provisional Sum	1	R 3 500 000.00
A3.8.2		Professional training Training of SMME		Provisional sum	1	R 500 000.00
A3.8.3		Success fee on completion of SMME Works		Provisional sum	1	R 1 500 000.00
A3.8.3		Overheads, charges & profit on above provisional sum A 3.8	%	R5 500 000.00%	
A4	8.7 PSA8-7	Daywork (Provisional)				
A4.1		Labour				
A4.1.1		Skilled labour	h	200.00		
A4.1.2		Semi-skilled labour	h	500.00		
A4.1.3		Unskilled labour	h	1000.00		
A4.2		Materials				
A4.2.1		Allow for net cost of goods or materials actually used		Provisional Sum		R 250 000.00
A4.2.2		Percentage mark-up on Item A4.2.1 (<i>State % and extend as an amount</i>)	%	R 250 000.00%	
A4.3		Contractor's own plant on site				
A4.3.1		Allow for all-inclusive cost of using Contractor's own plant on site		Provisional Sum		R 15 000.00
Carried forward /						

C2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	SCHED. QTY.	RATE	AMOUNT
A4.4		Brought forward / ... Plant hired by Contractor				
A4.4.1		Allow for net cost of hired plant		Provisional Sum		R 125 000.00
A4.4.2		Percentage mark-up on Item A4.4.1 (<i>State % and extend as an amount</i>)	%	R 125 000.00%	
4.4.3	LI	Training allowance paid to targeted labour in terms of formal training	Person-days	330.00		
4.4.4		Extra over for the administration of payment of training allowances to targeted labour	Person-days	330.00		
4.4.5	LI	Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity of the site.	Sum	330.00		
4.4.6		Allow provisional sum for training of labour on site by an accredited training institution as instructed by the Engineer.	Prov Sum			R 150 000.00
4.4.7	LI	Mark up on Item 4.4.6	%	150000.00		
4.4.8		Eradication of alien invaders, upon instruction of the Engineer, by labour intensive means	Prov Sum			R 20 000.00
4.4.9	LI	Mark up on Item 4.4.8	%	20000.00		
A5		Miscellaneous				
A5.1		The cost of Environmental monitoring and reporting in order to comply with the requirements of the EMPs as described in Section 34(c) of regulations R385 of the National Environmental Management Act, 1998		Provisional sum		R 900 000.00
A5.2		Percentage mark-up on Item A5.1 (State % and extend as an amount)	%	R900 000.00%	
A5.3		Telephone for Engineer and assistant for the duration of construction		Provisional sum		R 70 000.00
A5.4		Percentage mark-up on Item A5.3 (State % and extend as an amount)	%	R70 000.00%	
A5.5		Fulltime supervision for the Consulting Engineer		Provisional sum		R2 200 000.00
A5.6		Percentage mark-up on Item A5.5 (State % and extend as an amount)	%	R2 200 000.00%	
A5.7		ISD Consultant		Provisional Sum		R900 000.00
A5.8		Assistant Clerk of Works/ Graduate Engineer		Provisional Sum		R400 000.00
A5.9		Accomodation for Agent staff		Provisional Sum		R800 000.00
A5.10		Percentage mark-up on Item A5.7,A5.8,A5.9 (State % and extend as an amount)	%	2100000%	
Carried forward /						

C2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	SCHED. QTY.	RATE	AMOUNT
A6	SPEC EM	Brought forward / ... Environmental				
A6.1	8.1.1	Refuse removal	Sum	1.00		
A6.2	8.1.2	Environmental awareness training	Sum	1.00		
A6.3	8.1.3	All requirements of the environmental management specification	Sum	1.00		
A6.4	8.2.1	Method statements: additional work	Provisional Sum			R 5 000.00
A7	PSA8-17	Allow for the costs of providing insurance cover in terms of the Compensation for Occupational Injuries and Disease (COID) Act	Sum	1.00		
TOTAL FOR SECTION A CARRIED FORWARD TO SUMMARY/---						

C2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		SECTION B : TREATMENT WORKS SITE CLEARANCE AND EARTHWORKS					
B1	SANS	Site clearance					
B1.1	1200 C 8.2.1 PSC8-1	Clear and grub site including trees and stumps up to 1 m girth	ha		3.5		
B1.2	8.2.10 PSC8-2	Remove topsoil to nominal depth of 100 mm and stockpile	m³		1100		
B1.3		Remove topsoil to nominal depth of 100mm and spoil	m³		1800		
B2	1200 D PSD8-1 PSD8-2 PSD8-3 PSD8-4 PSD8-8 8.3.2	Excavation					
B2.1		Bulk excavation: Excavate in all materials for earthworks platforms. Rate includes excavation of material. Stockpiling of material and later re-use of material for backfilling and disposal of any excess material for:					
B2.1.1		Inlet Works	m³		392		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		94		
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		60		
B2.1.2		Bio Reactor	m³		17597		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		660		
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		440		
B2.1.3		Sludge Beds	m³		37593		
B2.1.4		Clarifier	m³		8300		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		220		
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		150		
B2.1.5		Pumpstations	m³		250		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		5		
Carried forward /							

C2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		3		
B2.1.6		Admin Buildings	m³		70		
B2.1.7		Chlorination Contact Tank	m³		64		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		30		
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		19		
B2.1.8		Operators Houses	m³		46		
B2.1.9		Emergency Storage Dam	m³		8500		
		Additional excavation to a depth of 300mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		400		
		Additional excavation to a depth of 200mm under inlet works as per drw No P2315 C022 and as per Engineers instructions..	m³		270		
		Cut to fill:					
B2.1.10		Sludge Beds and Bio Reactor	m³		8000		
		Restricted Excavation:					
B2.2		Excavate in all materials .Rate includes excavation of material.Stockpiling of material and later re-use of material for backfilling and disposal of any excess material for:					
B2.2.1		Inlet Works	m³		72		
B2.2.2		Bio Reactor	m³		902		
B2.2.3		Sludge Beds	m³		960		
B2.2.4		Clarifier	m³		662		
B2.2.5		Pumpstations	m³		30		
B2.2.6		Buildings	m³	LI	100		
B2.2.7		Emergency Storage Dam	m³	LI	700		
B2.2.8		Chlorination Contact Tank	m³		44		
B2.3		Extra-over Items B2.1 and B2.2 for:					
B2.3.1		Hard rock excavation	m³		400		
B2.3.2		Hard rock excavation(Engineers instruction)	Provisional sum				R3 000 000.00
Carried forward /							

C2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION
OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
B2.3.3		Boulder excavation	m ³		1500		
B2.4	PSD8-6	Backfilling to overexcavation as specified in PSD5-4.2 and PSD 8-6.(Provisional)	m ³		70		
B3		Topsoiling					
B3.1	8.3.10 PSD8-7	Topsoiling to a minimum thickness of 100 mm after compaction	m ²		6000		
TOTAL FOR SECTION B CARRIED FORWARD TO SUMMARY/---							

C2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		SECTION C : SLUDGE RECYCLE PUMPSTATION					
	SANS 1200 G	Concrete work					
C1	8.1.1.6 PSG8-5	Formwork					
		Plane vertical:					
C1.1	8.2.1	Rough formwork:					
C1.1.1		To walls	m²	LI	36		
C1.1.2	8.2.5	Narrow sections to footings and openings up to 400 mm high	m	LI	46		
C1.2	8.2.2	Smooth formwork:					
		Plane vertical:					
C1.2.1		To walls	m²	LI	82		
C1.2.2	8.2.5	Narrow sections 200 mm to 400 mm wide	m	LI	8		
		Plane horizontal:					
C1.2.3		To slab soffits	m²	LI	6		
C2	8.2.6	Box out holes/form voids					
C2.1		Small square up to 0,30 m² in walls up to 300 mm thick	No	LI	8		
C3	8.1.2 PSG8-1	Reinforcement					
C3.1	8.3.1	Mild steel bars:					
C3.1.1		25 mm dia: Basic price	t	LI	0.2		
		Extra-over Item C3.1.1 for bars of diameter:					
C3.1.2		8 mm	t	LI	0.1		
C3.1.3		10 mm	t	LI	0.1		
C3.2	8.3.1	High tensile steel bars:					
C3.2.1		25 mm dia: Basic price	t	LI	2.34		
		Extra-over Item C3.2.1 for bars of diameter:					
C3.2.2		12 mm	t	LI	2.64		
C4	8.1.3 PSG8-2	Concrete					
		Concrete Grade 15 MPa/20 mm to:					
C4.1	8.4.2 PSG8-5.1	Blinding:					
C4.1.1		50 mm minimum thickness to horizontal surfaces	m²	LI	42		
Carried forward /							

C2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
C4.1.2		Benching	m³	LI	4		
C4.1.3		Screed to floors up to 50 mm thick	m²	LI	8		
C4.2	8.4.3	Strength concrete Grade 35 MPa/20 mm to:					
C4.2.1		Floor slabs up to 300 mm thick	m³	LI	11		
C4.2.2		Walls up to 300 mm thick	m³	LI	18		
C4.2.3		Suspended slabs up to 250 mm thick	m³	LI	1		
C5	8.4.4 PSG8-6	Unformed surfaces					
C5.1		Wood floated finish to:					
C5.1.1		Narrow horizontal surfaces up to 400 mm wide	m	LI	15		
C5.1.2		Slabs	m²	LI	25		
C5.2		Steel floated finishes to:					
C5.2.1		Benching	m²	LI	16		
C5.2.2		Screed and/or slabs	m²	LI	8		
C6	8.5 PSG8-3 PSG8-4	Designated joints					
C6.1		Type W44 (Drg P2315 CD 28)	m	LI	26.4		
C7	1200 HA	Metalwork					
C7.1	8.3.2 PSHA8-3	Handrails, complete (DrgP2315 CD 45)	m	LI	22		
C7.2	PSA8-13	Copolymer step irons	No	LI	12		
C7.3	SDHA 8-4	Steps for both pumpstation, complete (Drg P2315 CD 53)	Sum	LI	1		
C8	PSG8-15	Watertightness testing					
C8.1		Carry out watertightness test for both (sludge recycle pumpstations)	Sum		1		
C8.2		Extra-over Item C8.1 for Contractor to supply water for testing	Sum		1		
TOTAL FOR SECTION C CARRIED FORWARD TO SUMMARY/---							

C2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		SECTION D : INLET WORKS					
	SANS 1200 G	Concrete work					
D1	8.1.1.6 PSG8-5	Formwork					
D1.1	8.2.1	Rough formwork:					
		Plane vertical:					
D1.1.1		To walls	m ²	LI	73		
D1.1.2	8.2.5	Narrow sections up to 200 mm wide	m	LI	94		
D1.1.3	8.2.5	Narrow sections to footings, 200 to 400 mm high	m	LI	8		
		Plane horizontal:					
D1.1.4		To slab soffits	m ²	LI	5		
D1.2	8.2.2	Smooth formwork:					
		Plane vertical:					
D1.2.1		To walls	m ²	LI	140		
D1.2.2	8.2.5	Narrow sections up to 200 mm high	m	LI	10		
D2	8.2.6	Box out holes/form voids					
D2.1		Form slots for aluminium hand stop frames (40 x 80 mm deep)	m	LI	12		
D3	8.1.2 PSG8-1	Reinforcement					
D3.1	8.3.1	Mild steel bars:					
D3.1.1		25 mm dia: Basic price	t	LI	0.16		
		Extra-over Item D3.1.1 for bars of diameters:					
D3.1.2		8 mm	t	LI	0.08		
D3.1.3		10 mm	t	LI	0.08		
D3.2	8.3.1	High tensile steel bars:					
D3.2.1		25 mm dia: Basic price	t	LI	6		
		Extra-over Item D3.2.1 for bars of diameters:					
D3.2.2		12 mm	t	LI	5		
D4	8.1.3 PSG8-2	Concrete					
		Concrete Grade 15 MPa/20 mm to:					
D4.1	8.4.2 PSG8-5.1	Blinding:					
D4.1.1		75 mm minimum thickness	m ²	LI	70		
D4.1.2		50 mm minimum thickness	m ²	LI	125		
Carried forward /							

C2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
D4.2	8.4.3	Strength concrete Grade 35 MPa/20 mm to:					
D4.2.1		Floor slabs up to 450 mm thick	m ³	LI	16		
D4.2.2		Walkways and ramps up to 150 mm thick	m ³	LI	12		
D4.2.3		Walls up to 600 mm thick	m ³	LI	25		
D4.2.4		Suspended slabs up to 200 mm thick	m ³	LI	1		
D5	8.4.4 PSG8-6	Unformed surfaces					
D5.1		Wood floated finish to:					
D5.1.1		Narrow horizontal surfaces up to 250 mm wide	m	LI	130		
D5.1.2		Slabs and walkways	m ²	LI	126		
D5.2		Steel floated finishes to:					
D5.2.1		Horizontal surfaces	m ²	LI	50		
D6	8.5 PSG8-4	Designated joints					
D6.1		Type W44 (Drg P2315 CD 28)	m	LI	95		
D6.2		Type W6 (Drg. P2315 CD 25)	m	LI	10		
D6.3		Type F4 (Drg. P2315 CD 02)	m	LI	10		
D7	PSG8-11	Flexible connections, supply and build in PVC-U sleeve couplings/sockets:					
D7.1		630 mm dia Class 9	No	LI	1		
D7.2		700 mm dia Class 9	No	LI	1		
D8		Pipework					
D8.1	1200 L 8.2.2	Supply and install 110 mm dia Class 9 PVC-U pipework and specials for grit channel drains:					
D8.1.1		Flange Adaptors	No	LI	6		
D8.1.2		Pipes	m	LI	15		
D8.1.3		110 mm dia Class 9 couplings/sockets	No	LI	3		
D8.1.4	8.2.5	Flanged gate valves with handwheels	No	LI	3		
D8.3	8.2.13	Construct brick manhole complete with 600 x 900 mm Type 9E CI cover and frame (Drg P2315 C029 and C030)	No	LI	1		
D9	1200 HA	Metalwork					
D9.1		Supply and install:					
	PSHA8-2	Aluminium hand stops and frames, clear openings:					
D9.1.1		600 x 750 mm (Drg P2315 CD35)	No	LI	6		
D9.2	8.3.2 PSHA8-3	Handrails, complete (Drg P2315 CD45)	m	LI	10		
Carried forward /							

C2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
D9.3	PSA8-13	Galvanized steel access ladder Type 1, up to 1,0 m long (Drg P2315 CD55)	No	LI	1		
D9.4	PSA8-13	Galvanized steel chain (8 mm dia)	m	LI	6		
D10	PSA8-13	Supply and build in prefabricated glassfibre Parshall flume No 1 ISO 9826:1992, complete. Throat width 229 mm	No	LI	1		
D11	PSG8-15	Watertightness testing					
D11.1		Carry out watertightness test	Sum		1		
D11.2		Extra-over Item D11.1 for Contractor to supply water for testing	Sum		1		
D12		Construct 150mm thick G5 layer from commercial sources under Inlet works , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		47		
D13		Construct 150mm thick G7 layer from commercial sources under Inlet works , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		47		
D14		Construct 200mm thick rockfill layer from commercial sources under Inlet works , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		60		
TOTAL FOR SECTION D CARRIED FORWARD TO SUMMARY/---							

G2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		SECTION E : BIOLOGICAL REACTOR					
	SANS 1200 G	Concrete work					
E1	8.1.1.6 PSG8-5	Formwork					
E1.1	8.2.1	Rough formwork:					
		Plane vertical (below ground level):					
E1.1.1		To wall of tank	m²	LI	618		
E1.1.2	8.2.5	Narrow widths 300 mm wide to toe of wall	m	LI	782		
E1.2	8.2.2	Smooth formwork:					
		Plane vertical:					
E1.2.1		To walls	m²	LI	3400		
E1.2.2		Narrow sections to column footings, slabs, beams, walkways and steps 200 mm to 400 mm high	m	LI	1600		
E1.2.3		Narrow sections to columns 300 mm to 500 mm wide	m	LI	780		
		Plane horizontal:					
E1.2.4		To walkways (prop height up to 4,8 m)	m²	LI	212		
		Plane inclined:					
E1.2.5		To steps	m²	LI	18		
E2	8.2.6	Box out holes/form voids:					
E2.1		Large, circular, of dia 400 mm and up to 600 mm dia for depths not exceeding 0,95 m	No	LI	4		
E2.2		Rectangular up to 0,2 m² for depths not exceeding 400 mm	No	LI	16		
E3	8.1.2 PSG8-1	Reinforcement					
E3.1	8.3.1	Mild steel bars					
E3.1.1		Diameter 25 mm, basic price	t	LI	1.78		
	8.3.1	Extra-over Item E3.1.1 for bars of dia:					
E3.1.2		8 mm	t	LI	1.4		
E3.1.3		10 mm	t	LI	0.84		
E3.2	8.3.1	High tensile steel bars:					
E3.2.1		Diameter 25 mm, basic price	t	LI	197		
		Extra-over Item E3.2.1 for bars of dia:					
E3.2.2		10 mm	t	LI	0.06		
E3.2.3		12 mm	t	LI	50		
Carried forward /							

C2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
E3.2.4		16 mm	t	LI	78.68		
E3.2.5		20mm	t	LI	27.42		
E3.2.6		25mm	t	LI	42.52		
E3.2.7		32mm	t	LI	0.12		
E4	8.1.3 PSG8-2	Concrete					
E4.1		Concrete Grade 15 MPa/20 mm to:					
E4.1.1	PS8-5.1	Blinding, 100 mm minimum thick- ness to horizontal surfaces (with topping)	m ²	LI	2170		
		U24 biddum underneath blinding	m ²		2170		
		250 Micro Plastic	m ²		2170		
E4.2	8.4.3	Strength concrete Grade 35 MPa/20 mm to:					
E4.2.1		Floor slabs and footings	m ³	LI	610		
E4.2.2		Walls up to 400 mm thick	m ³	LI	746		
E4.2.3		To suspended slabs and beams up to	m ³	LI	72		
E4.2.4		To columns up to 400 mm x 400 mm	m ³	LI	20		
E4.2.5		To stairs	m ³	LI	4		
E5	8.4.4 PSG8-6	Unformed surfaces					
E5.1		Wood floated finish to:					
E5.1.1		Narrow horizontal surfaces up to 300 mm wide	m	LI	304.6		
E5.1.2		Walkways 1,0 m up to 3,7 m wide	m ²	LI	1085		
E5.2		Steel-floated finish to:					
E5.2.1		Channel inverts and floor slab	m ²	LI	2060		
E6	8.5 PSG8-3 PSG8-4	Designated joints					
E6.1		Type B (Drg P2315 C034)	m	LI	88.6		
E6.2		Type F27 (P2315 CD03)	m	LI	483.4		
E6.3		Type F28 (Drg P2315 CD 03)	m	LI	159.4		
E6.4		Type W29 (Drg P2315 CD 27)	m	LI	105		
E6.5		Type W6 (Drg P2315 CD 25)	m	LI	200		
E6.6		Type W25 (Drg P2315 CD 26)	m	LI	300		
Carried forward /							

C2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
E7	PSG8-11 PSL8-2	Brought forward / ... Flexible connections Supply and building in items supplied by Contractor:					
E7.1		PVC-U Class 9 couplings/sockets:					
E7.1.1		315 mm dia	No	LI	6		
E7.1.2		200 mm dia	No	LI	2		
E8	1200 L 8.2.5 PSL8-4	Pipework Supply, handle and install galvanized steel pipework and specials as shown on Drg P2315 C033:					
E8.1		200 mm dia PVC-U flanged adaptor	No	LI	4		
E8.2		200 mm dia flanged 90° MS bends	No	LI	12		
E8.3		200 mm dia flanged pipe	m	LI	4		
E9	8.2.5 PSL-8-4	Supply and install stainless steel puddle pipe one end plain, other end machined to suit Class 9 UPVC coupling/socket:					
E9.1		315 mm dia Puddle pipe 600 mm Long	No	LI	6		
E9.2		200 mm dia Puddle pipe 600 mm Long	No	LI	4		
E10	SPEC DS	Underdrainage system					
E10.1	PSA8-13	Construct drains complete as shown on Drg P2315 C031, including excavating, 13 mm stone fill, geofabric blanket and 110 mm dia flexible perforated geopipe for peripheral drainage	m		245		
E10.2	8.3.1	Trench excavation	m³	LI	80		
E10.3	8.3.3	Supply and lay 110 mm dia PVC-U Class 6 connector pipes	m	LI	28		
E10.4	8.3.4	Extra-over Item F9.3 for 110 mm dia PVC-U T-piece	No	LI	4		
E10.5		Bedding	m³	LI	2		
E10.6		Backfilling	m³	LI	6		
E10.5	1200 LD 8.2.3	Manhole over 2,5 m and up to 3,0 m deep complete as shown on Drg P2315 CD15	No	LI	2		
E11	PSA8-12	Supply and install 110 mm dia groundwater release valves (GWRV) as supplied by Gereg Sewage and Water Equipment or equal approved	No		36		
E12		Handrails, complete (Drg P2315 CD 45)	m		500		
E14		Splitter chamber Construct splitter chamber complete as shown on Drg P2315 C08, including excavating, formwork, concrete work, reinforcement, pipe work and finishing.	Sum		1		
Carried forward /							

C2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
E15	1200 G	Watertightness testing					
E15.1	PSG8-15	Carry out watertightness test	Sum		1		
E15.2		Extra-over Item E15.1 for Contractor to supply water for testing	Sum		1		
E16		Construct 150mm thick G5 layer from commercial sources under Biological reactor ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		330		
E17		Construct 150mm thick G7 layer from commercial sources under Biological reactor ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		330		
E18		Construct 200mm thick rockfill layer from commercial sources under Biological reactor ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		440		
TOTAL FOR SECTION E CARRIED FORWARD TO SUMMARY/---							

C2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		SECTION F: CLARIFIERS					
	SANS 1200 G	Concrete work					
F1	8.1.1.6 PSG8-5	Formwork					
F1.1	8.2.1	Rough formwork:					
		Plane vertical:					
F1.1.1	8.2.5	Narrow widths 300 mm wide to toe of wall	m	LI	180		
F1.1.2		Effluent box walls	m	LI	56		
		Curved vertical (below ground level):					
F1.1.2		To wall of tank	m²	LI	500		
F1.2	8.2.2	Smooth formwork:					
		Plane vertical:					
F1.2.1		To walls of effluent boxes	m²	LI	68		
		Curved horizontal:					
F1.2.2		To soffit of effluent launder (Prop height up to 2,5 m)	m²	LI	74		
		Curved vertical:					
F1.2.3		To walls of tank and effluent launder	m²	LI	820		
F2	8.2.6	Box out holes/form voids:					
		Form pockets in hopper:					
F2.1		250 x 250 x 150 mm deep	No	LI	16		
F3	8.1.2 PSG8-1	Reinforcement					
F3.1	8.3.1	Mild steel bars					
F3.1.1		Diameter 25 mm, basic price	t	LI	2.2		
	8.3.1	Extra-over Item F3.1.1 for bars of dia:					
F3.1.2		8 mm	t	LI	0.2		
F3.1.3		10 mm	t	LI	0.2		
F3.1.4		12 mm	t	LI	1.76		
F3.2	8.3.1	High tensile steel bars:					
F3.2.1		Diameter 25 mm, basic price	t	LI	34		
		Extra-over Item F3.2.1 for bars of dia:					
F3.2.2		10 mm	t	LI	0.88		
F3.2.3		12 mm	t	LI	34		
F3.2.4		16 mm	t	LI	0.24		
Carried forward /							

C2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
F4	8.1.3 PSG8-2	Brought forward / ... Concrete					
F4.1	PSG8-8	No fines concrete (120 mm thick) to sloping surfaces (including 20 mm thick mortar skim)	m ²	LI	640		
F4.2		Concrete Grade 15 MPa/20 mm to:					
F4.2.1	PS8-5.1	Blinding, 75 mm minimum thickness to horizontal surfaces	m ²	LI	72		
F4.2.2		Benching to effluent and hopper boxes	m ³	LI	20		
F4.2.3	8.4.3	Encasement of pipes	m ³	LI	30		
F4.3	8.4.3	Strength concrete Grade 35 MPa/20 mm to:					
F4.3.1		Floor slabs and central hopper	m ³	LI	172		
F4.3.2		Walls up to 300 mm thick	m ³	LI	172		
F4.3.3		To effluent boxes	m ³	LI	26		
F4.3.4		To launder floor slab	m ³	LI	16		
F4.4	PSG8-12	Granolithic floor screed to:					
F4.4.1		Clarifier floors	m ²	LI	576		
F4.4.2		Granolithic screed to launders	m ²	LI	48		
F5	8.4.4 PSG8-6	Unformed surfaces					
F5.1		Wood floated finish to:					
F5.1.1		Narrow horizontal surfaces up to 300 mm wide	m	LI	180		
F6	8.5 PSG8-3 PSG8-4	Designated joints					
F6.1		Type F25 (Drg P2315 CD 03)	m	LI	300		
F6.2		Type W29 (Drg P2315 CD 27)	m	LI	52		
F6.3		Type W44 (Drg P2315 CD 28)	m	LI	168		
F6.4		Key at launder base (W50) (Drg P2315 CD 10)	m	LI	164		
F6.5		Bondbreaker 250 micron DPC on top of mortar skim	m ²	LI	640		
F6.6		U24 Biddum underneathblinding	m ²		640		
F7	PSG8-11 1200 L	Supply, lay and test pipes and specials to be concrete					
F7.1	8.2.5	200 mm dia Class 9 PVC-U pipes:					
F7.1.1		± 1,2 m long	No	LI	4		
F7.1.2		± 2,5 m long	No	LI	4		
F7.1.3		± 0,8 m long	No	LI	4		
Carried forward /							

C2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
F7.2		315 mm dia Class 9 PVC-U pipes:					
F7.2.1		± 2,5 m long	No	LI	4		
F7.3	8.2.5	50 mm dia polyethylene cable duct including draw wire	m	LI	28		
F7.4		PVC-U Class 9 specials:					
F7.4.1		200 mm dia double coupling	No	LI	4		
F7.4.2		200 mm dia 11¼° bend	No	LI	8		
F7.4.3		200 mm dia 22½° bend	No	LI	4		
F7.4.4		315 mm dia double coupling	No	LI	4		
F7.4.5		315 mm dia 11¼° bend	No	LI	4		
F7.5	8.2.5	Stainless steel specials:					
F7.5.1		315 mm dia lobster bend with short end flanged (Drg P2315 C031)	No	LI	4		
F7.5.2		200 mm dia puddle pipe (plain ended), 1200 mm long, plain ended to fit 200 mm dia Class 9 PVC-U pipe	No	LI	4		
F7.5.3		315 mm dia puddle pipe 1 400 mm long flanged one end and other end plain to fit 315 mm dia Class 9 PVC-U pipe	No	LI	4		
F8	1200 LC 8.2.1 8.2.5	Supply and lay 50 mm dia polyethylene cable duct (including draw wire) to connect up to cast in portion of same	m	LI	40		
F9	SPEC DS	Underdrainage system					
F9.1	PSA8-13	Construct drains complete as shown on Drg P2315 C 031, including excavating, 13 mm stone fill, geofabric blanket and 110 mm dia flexible perforated geopipe for peripheral drainage	m	LI	270		
F9.2	8.3.1	Trench excavation	m³	LI	100		
F9.3	8.3.3	Supply and lay 110 mm dia PVC-U Class 6 connector pipes	m	LI	40		
F9.4	8.3.4	Extra-over Item F9.3 for 110 mm dia PVC-U T-piece	No	LI	4		
F9.5	SANS 1200 LD 8.2.3	Manhole over 2,5 m and up to 3,0 m deep complete as shown on Drg P2315 CD15	No	LI	2		
F10	PSA8-12	Supply and install 110 mm dia groundwater release valves (GWRV) as supplied by Gereg Sewage and Water Equipment or equal approved	No	LI	24		
Carried forward /							

C2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
F11	PSG8-15	Brought forward / ...					
		Watertightness testing:					
F11.1		Carry out watertightness testing	Sum		1		
F11.2		Extra-over Item F11.1 for Contractor to supply water for testing	Sum		1		
F12		Construct 150mm thick G5 layer from commercial sources under clarifier ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		110		
F13		Construct 150mm thick G7 layer from commercial sources under clarifier ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		110		
F14		Construct 200mm thick rockfill layer from commercial sources under clarifier ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		150		
TOTAL FOR SECTION F CARRIED FORWARD TO SUMMARY/---							

C2.2.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
	SPEC DQ	SECTION G: SLUDGE DRYING BEDS					
G1	SPEC DS	Underdrainage system					
G1.1	PSA8-13	Construct drains complete as shown on Drgs P2315 C038 including excavation, 13 mm stone fill, 110 mm dia perforated "geopipe" laid to fall	m	LI	1201.50		
G1.2	SPEC DQ 8.1.1	Trim and prepare subgrade for placement of sand drainage layer	m ²	LI	7314.30		
G1.3	PSDQ8-2	Supply and lay polythene sheeting 0,25 mm thick to underdrains and drainage beds	m ²	LI	7314.30		
G1.4	8.1.6	Import gravel as specified from commercial sources, lay and lightly compact to levels shown on the drawings	m ³		1481.15		
G1.5	8.1.6	Import sand from commercial sources as specified, lightly compact and spread to levels shown on the drawings	m ³		2962.29		
G1.6	PSA8-13	Construct underdrainage junction box complete (Drg P2315 C038)	No	LI	44		
G2	SANS 1200 G 8.1.1 PSG8-5	Concrete work Formwork Smooth vertical:					
G2.1		To walls	m ²	LI	2794.5		
G2.2	8.2.1	Narrow widths up to 300 mm wide	m	LI	543.915		
G3	8.1.2 PSG8-1	Reinforcement:					
G3.1	8.3.1	Mild steel bars:					
G3.1.1		Diameter 25 mm, basic price	t	LI	2.7		
		Extra-over Item G3.1.1 for bars of dia:					
G3.1.2		8 mm	t	LI	2.7		
G3.2	8.3.1	High tensile steel bars:					
G3.2.1		Diameter 25 mm, basic price	t	LI	38.475		
		Extra-over Item G3.2.1 for bars of dia:					
G3.2.2		10 mm	t	LI	5.67		
G3.2.3		12 mm	t	LI	22.68		
G4	8.1.3 PSG8-2	Strength concrete:					
G4.1	8.4.3	Grade 35 MPa/20 to wall footings and walls.	m ³	LI	429.084		
G4.2		Grade 35 MPa/20 to inlet block and outlet boxes	m ³	LI	13.338		
G4.3		Grade 15 MPa/20 to benching	m ³	LI	8.1		
Carried forward /							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
G5	8.4.4	Brought forward / ... Unformed surface finishes:					
G5.1		Wood-float	m ²	LI	1166.4		
G6	8.5 PSG8-3	Designated joints:					
G6.1		Bitumen impregnated fibre board and polyurethane sealant as shown on Drg P2315 C038	m	LI	81		
G8		Precast/prefabricated items					
G8.1	8.1.8	Stop log sets: 12 No 900 x 50 x 25 mm wooden stop logs and frame (hardwood impregnated with carbolineum) supplied and built into concrete complete (800 x 430 mm clear opening)	Set	LI	22		
G8.2	PSA8-13	600 x 600 x 50 mm precast paving slabs at inlet	No	LI	44		
G9	SANS 1200 L	Pipework					
G9.1	8.2.5	Fabricate (where required) supply, fit and test pipes, valves and specials as per Drg P2315 C038:					
G9.1.1		150 mm dia PVC-U sleeve coupling/socket	No	LI	16.2		
G9.1.2		150 mm dia MS fabricated special, 1 900 mm long, including 90° bend 400 mm centre to end, flanged on long leg and galvanized	No	LI	12.15		
G9.1.3		150 mm dia MS galvanized 90° bend, flanged at both ends and cast in wall	No	LI	12.15		
G9.1.4		150 mm dia MS fabricated Tee 500 x 600 mm flange face to centre, galvanized and flanged all round	No	LI	8.1		
G9.1.5		150 mm dia MS fabricated 90° bend, 550 x 300 mm flanged on short leg and galvanized	No	LI	20.25		
G9.1.6		150 mm dia MS fabricated special, 1 125 mm long, iflanged on one end	No	LI	8.1		
G9.1.7		150 mm dia MS fabricated special, 375 mm long, iflanged	No	LI	12.15		
G9.2	8.2.5	Valves:					
G9.2.1		150 mm dia flange knife gate valves wafer type with lever	No	LI	20.25		
TOTAL FOR SECTION G CARRIED FORWARD TO SUMMARY/---							

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
	SANS 1200 G	SECTION H: CHLORINATION CONTACT TANK					
		Concrete work					
H1	8.1.1.6 PSG8-5	Formwork					
H1.1	8.2.1	Rough formwork:					
		Plain vertical:					
H1.1.1		To walls	m²	LI	72		
H1.1.2	8.2.5	Narrow sections to footings, 250 mm high	m	LI	60		
H1.2	8.2.2	Smooth formwork:					
		Plane vertical:					
H1.2.1		To walls	m²	LI	160		
H1.3	8.1.1.2	Form weir chamfer 100 mm x 200 mm	m	LI	2		
H2	8.1.2	Reinforcement					
H2.1	8.3.1	Mild steel bars					
H2.1.1		25 mm dia : Basic price	t	LI	0.2		
H2.1.2		Extra-over Item H2.1.1 for bars of diameter: 8 mm	t	LI	0.1		
H2.1.3		10 mm	t	LI	0.1		
H2.2	8.3.1	High tensile steel bars					
H2.2.1		25 mm dia : Basic price	t	LI	5.06		
		Extra-over Item H2.2.1 for bars of diameter:					
H2.2.2		12 mm	t	LI	5.06		
H3	8.1.3 PSG8-2	Concrete					
H3.1	PSG8-8	No fines concrete (120 mm thick) including 20 mm mortar	m²	LI	112		
H3.2	8.4.3	Strength concrete Grade 35 MPa/20 mm to:					
H3.2.1		Floor slabs up to 250 mm thick	m³	LI	28		
H3.2.2		Walls up to 250 mm thick	m³	LI	24		
H4	8.4.4 PSG8-6	Unformed surfaces					
H4.1		Wood floated finish to:					
H4.1.1		Narrow horizontal surfaces up to 250 mm wide	m	LI	64		
H4.2		Horizontal surfaces	m²	LI	88		
H4.3		Weir	m	LI	2		

Carried forward /

C2.2.24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF
PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
H5		Brought forward / ... Designated joints					
H5.1		Type W27 (Drg P2315 CD 27)	m	LI	16		
H5.2		Type W47 (Drg P2315 CD 28)	m	LI	54		
H5.3		Bondbreaker 250 micron DPC on top of mortar skim	m²	LI	112		
H6		Building work Brickwork:					
H6.1		228 mm wall with all faces plastered to minimum thickness of 10 mm	m²	LI	48		
H7	PSG8-11	Supply and cast into concrete					
H7.1		PVC-U Class 9 sleeve coupling/socket:					
H7.1.1		315 mm dia	No	LI	4		
H8	SPEC DS	Underdrainage system					
H8.1	PSA8-13	Construct underdrain complete as shown on Drg P2315 C042 including excavation, 13 mm stone fill, geofabric blanket and 110 mm dia perforated "geopipe"	m	LI	46		
H8.2	8.3.1	Trench excavation	m³	LI	32		
H8.3	8.3.3	Supply and lay 110 mm dia PVC-U Class 6 connector pipes	m	LI	22		
H8.4	8.3.4	Extra-over Item H8.3 for 110 mm dia 90° PVC-U bends	No	LI	4		
H8.5	SANS 1200 LD 8.2.3	Manhole over 2,5 m up to 3,0 m deep complete as shown on Drg P2315 CD 15	No	LI	2		
H9	1200 HA PSHA8-1	Metalwork					
H9.1		Supply and install RS40 banded grating	m²	LI	5		
H10	1200 G	Watertightness testing					
H10.1	PSG8-15	Carry out watertightness test	Sum		1		
H10.2		Extra-over Item H10.1 for Contractor to supply water for testing	Sum		1		
D12		Construct 150mm thick G5 layer from commercial sources under Tank , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		15		
D13		Construct 150mm thick G7 layer from commercial sources under Tank , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		15		
D14		Construct 200mm thick rockfill layer from commercial sources under Tank , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		20		
TOTAL FOR SECTION H CARRIED FORWARD TO SUMMARY/---							

C2.2.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
I1	SPEC QB	SECTION I : ADMINISTRATION AND CHLORINATION BUILDINGS					
		Floor slab foundation preparation					
I1.1	SANS 1200 DM 8.3.3	Prepare subgrade ready to receive compacted fill layer	m²	LI	72		
I1.2	13.3.1	Import from site, suitable fill for floor foundation 300 mm thick compacted layer, including 0,25 mm plastic sheet, ready to receive concrete for floor slab	m²	LI	72		
	SANS 1200 G	Concrete work					
I2	PSG8-5 8.1.1.6	Formwork					
I2.1	8.2.1	Rough formwork:					
I2.1.1		Narrow sections to cable trench up to 600 mm high	m	LI	20		
I2.2	8.2.2	Smooth formwork:					
		Plane vertical:					
I2.2.1	8.2.5	Narrow sections to landings 200 mm high	m	LI	2,5		
I2.2.2		Narrow sections to sides of stairs 400 mm high extreme	m	LI	6,0		
I2.2.3		Narrow sections to stair risers 175 mm high	m	LI	18,0		
I2.2.4		Narrow sections to sides of ramp up to 500 mm high	m	LI	12		
I2.2.5		Narrow sections to upstand for cable trench up to 100 mm high	m	LI	10		
		Plane horizontal:					
I2.2.6		To administration building floor slab	m²	LI	48		
I2.2.7		To stair landing	m²	LI	1,5		
		Plane inclined:					
I2.2.8		To underside of stairs	m²	LI	6		
I3	PSG8-1 8.1.2	Reinforcement					
I3.1	8.3.1	Mild steel bars:					
I3.1.1		25 mm dia : Basic price	t	LI	0,21		
I3.1.2	SPEC QB 13.5.6	Brickforce : 150 mm wide	m	LI	320		
		Extra-over Item I3.1.1 for bars of diameter:					
I3.1.3		8 mm	t	LI	0,06		
I3.1.4		10 mm	t	LI	0,21		
I3.2	8.3.1	High tensile steel bars:					
I3.2.1		25 mm dia : Basic price	t	LI	1,5		
		Extra-over Item I3.2.1 for bars of diameter:					
Carried forward /							

C2.2.26

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
I3.2.2		10 mm	t	LI	0,2		
I3.2.3		12 mm	t	LI	0,8		
I3.2.4		16 mm	t	LI	0,3		
I3.2.5		20 mm	t	LI	0,2		
I3.3		High tensile welded mesh Ref 195 to slabs	m ²	LI	63		
I4	8.1.3 PSG8-2 8.4.3	Concrete Strength concrete Grade 15 MPa/20 mm to:					
I4.1	8.4.2	Blinding:					
I4.1.1		75 mm minimum thickness to horizontal surfaces	m ²	LI	0,3		
I4.2	8.4.3	Strength concrete 30 MPa/ 20 mm to:					
I4.2.1		Footings	m ³	LI	10		
I4.2.2		Stairs and landings	m ³	LI	2		
I4.2.3		Slabs up to 200 mm thick	m ³	LI	16		
I4.2.4		Ramps	m ³	LI	2,0		
I5	8.4.4 PSG8-6	Steel floated finishes to:					
I5.1		Concrete sub-floor to be tiled	m ²	LI	48		
I5.2	PSQB8-4.1 13.8.2	Granolithic screeds to:					
I5.2.1		Stairs (including reeding)	m ²	LI	7		
I5.2.2		Floors	m ²	LI	59		
I6	PSA8-13	Supply, fix and cast into concrete					
I6.1		160 mm dia PVC cable duct, 250 mm long, in walls and floor	No	LI	4		
I7	1200 HA 8.3.4	Metalwork Supply and install items complete as per Drg P2315 C039/C040 and C041:					
I7.1	8.3.2 PSHA8-3	Handrails, complete (P2315 CD45)	m	LI	7,7		
I7.2	PSQB8-4.2	Security gates to external doors for (Provisional):					
I7.2.1		Single doors	No	LI	3		
I7.2.2		Double doors	No	LI	3		
I7.3	PSQB8-4.2	Window security bars for windows type (Provisional):					
I7.3.1		ND11F	No	LI	7		
I7.3.2		ND2F	No	LI	1		
I7.3.3		NG1	No	LI	4		
Carried forward /							

C2.2.27

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT	
		Brought forward / ...						
I7.3.4	SPEC QB 13.5.1	NC5F	No	LI	2			
I7.3.5		ND8	No	LI	1			
I8		Brickwork						
I8.1		115 mm internal walls	m²	LI	79			
I8.2		220 mm solid wall	m²	LI	19			
I8.3		280 mm cavity wall	m²	LI	190			
I8.4		13.5.4	Air bricks complete	No	LI	16		
I8.5		13.5.3	Dampproof course					
I8.5.1		To 115 mm wall	m	LI	32			
I8.5.2		To 220 mm wall	m	LI	5,5			
I8.5.3	To 280 mm wall	m	LI	74				
I8.5.4	To floor slabs	m²	LI	60				
I9	13.7.2 13.10.2	Windows (steel) including galvanizing and glazing:						
I9.1		ND11F	No	LI	7			
I9.2		ND2F	No	LI	1			
I9.3		NG1	No	LI	4			
I9.4		NC5F	No	LI	2			
I9.5		ND8	No	LI	1			
I9.6		ND9	No	LI	1			
I10	13.6.5	Doors including furniture:						
I10.1		External doors:						
I10.1.1		Single hardwood FLB	No	LI	3			
I10.1.2		Double hardwood FLB	No	LI	3			
I10.2		Internal doors:						
I10.2.1		Single laminated	No	LI	8			
I11	13.6.4	Ceiling						
I11.1		Rhinoboard complete with profile jointing strips and cornice	m²	LI	59			
I12	13.6.4	Eaves enclosure						
I12.1		Flexit 5 mm flexit complete with profile jointing strips and quadrant	m	LI	44			
I13	13.6.1	Roof timberwork						
I13.1		115 mm x 38 mm trusses to admin building	No	LI	12			
Carried forward /								

C2.2.28

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
I13.2		Brought forward / ... 115 mm x 38 mm trusses to chlorination building	No	LI	8		
I13.3		76 mm x 52 mm purlins	m	LI	120		
I13.4		115 mm x 38 mm wall plate	m	LI	29		
I14	13.6.6	Roofing etc., (including painting to prevent fungus growth)					
I14.1	PSQB8-2.1	FC roof sheeting "Big Six" (end-apron piece and flashing included in chlorination building roofing)	m²	LI	107		
I14.2	13.6.7	FC birdproofing	m	LI	31		
I14.3	13.6.7	FC bargeboard 260 mm x 260 mm	m	LI	27		
I14.4	13.6.7	FC fascia board 230 mm x 15 mm	m	LI	31		
I15	13.9.1	Rainwater goods (uPVC)					
I15.1		100 mm dia half round	m	LI	31		
I15.2		100 mm dia stopends	No	LI	8		
I15.3		Drop ends with 75 mm outlet	No	LI	4		
I15.4		75 mm dia downpipe	m	LI	14		
I15.5		75 mm dia shoe	No	LI	4		
I15.6		75 mm dia mm swan-neck	No	LI	4		
I16	13.4.1	Precast lintels to:					
I16.1		115 mm wall	m	LI	11		
I16.2		280 mm wall	m	LI	33		
I17	13.8.1	Plasterwork to:					
I17.1		Brickwork internally	m²	LI	304		
I17.2		Brickwork externally	m²	LI	49		
I18	13.10.1	Painting					
I18.1		3 coats PVA internally	m²	LI	305		
I18.2		3 coats PVA externally	m²	LI	49		
I19	13.5.2 PSQB8-1.1	Quarry tile window sill externally	m	LI	19		
I20	13.9.3	Supply, fix and connect sanitary ware complete:					
I20.1		Water closet	No	LI	2		
I20.2		Wash-hand basin	No	LI	2		
I20.3		Towel rail	No	LI	2		
I20.4		Shower unit complete with tray, curtain rails and curtain	No	LI	2		
I20.5		Wall hung corner urinal	No	LI	2		
Carried forward /							

C2.2.29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
I20.6		Soap dish	No	LI	2		
I20.7		Clothes hook on wall	No	LI	2		
I20.8		Stainless steel sink single bowl, 900 mm long complete with cupboard below	No	LI	1		
I20.9		Stainless steel sink, single bowl 1 800 mm long complete with cupboard below	No	LI	1		
I20.10		150 R hot water cylinder complete	No	LI	1		
I21		Supply, fix and connect exterior and interior plumbing to Administration Building:					
I21.1	13.9.2	PVC-U soil, vent, waste water piping, gulley and plumbing to toilets, urinals, showers, basins and sinks up to but excluding the manhole, all in accordance with SANS 967, 1987	Sum	LI	1		
I21.2	PSA8.12	Brick manhole 1,0 m deep, with Type 1A cover and frame to Drg LD-3 of SANS 1200 LD	No	LI	1		
I22	13.8.4	Tiling and flooring					
I22.1		Wall tiling 150 x 150 mm white glazed tiles to 1 500 mm above floor	m ²	LI	30		
I22.2	13.8.4	Vinyl floor tiles and skirting	m ²	LI	55		
I23	13.10.2	Glazing					
I23.1	PSA8-13	Mirrors: 400 x 400 mm fixed to wall	No	LI	2		
I24	13.11	Electrician					
I24.1		Electrical wiring and lighting to chlorination building		Provisional Sum			R10 000.00
I24.2		Contractor's cost and profit on Item I24.1		%			
I24.3		Electrical wiring and lighting to administration building		Provisional Sum			R35 000.00
I24.4		Contractor's cost and profit on Item I24.3		%			
TOTAL FOR SECTION I CARRIED FORWARD TO SUMMARY/---							

C2.2.30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
J1	SANS 1200 L 8.2.1 PSL8-1	SECTION J : INTERCONNECTING PIPEWORK Supply, lay, joint, bed Class C and test pipes with flexible joints:					
J1.1		Class 9 PVC-U:					
J1.1.1		110 mm dia	m	LI	137		
J1.1.2		160 mm dia	m	LI	186		
J1.1.3		200 mm dia	m	LI	1400		
J1.1.4		315 mm dia	m	LI	132		
J1.1.5		630 mm dia	m	LI	326		
J1.2	1200 LD	PVC-U heavy duty (SDR 34) sewer pipes:					
J1.2.1		110 mm dia	m	LI	30		
J1.2.2	8.2.1	160 mm dia	m	LI	63		
J1.2.3		200 mm dia	m	LI	240		
J1.2.4		315 mm dia	m	LI	50		
J2		Supply, lay, joint, bed and end cap pipes with flexible joints for sleeves and ducts:					
J2.1		Class 9 PVC-U					
J2.1.1		110 mm dia duct	m	LI	120		
J2.1.2		160 mm dia duct	m	LI	120		
J2.1.3		315 mm dia sleeve	m	LI	72		
J4	8.2.2	Extra-over Item J1 for supply, lay, joint, bed Class C, specials and fittings, including cut pipes to length where required to:					
J4.1		Bends (PVC-U long radius): Class 9:					
J4.1.1		200 mm dia x 22½°	No	LI	8		
J4.1.2		200 mm dia x 45°	No	LI	4		
J4.1.3		200 mm dia x 90°	No	LI	12		
J4.1.4		315 mm dia x 90°	No	LI	2		
J4.1.5		630 mm dia x 90°	No	LI	2		
Carried forward /							

C2.2.31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
J5		Brought forward / ... 200 mm dia stainless steel puddle pipe 550 mm long flanged both ends	No	LI	4		
J6		200 mm dia 45° galvanised mild steel bend	No	LI	4		
J7	8.2.2	Cast iron fittings:					
J7.1		Tees:					
J7.1.1		200 x 160 mm dia	No	LI	14		
J7.1.2		160 x 200 mm dia	No	LI	2		
J7.1.3		315 x 315 mm dia	No	LI	2		
J7.2		Flanged adaptors:					
J7.2.1		200 mm dia	No	LI	4		
J8	8.2.3	Extra over Item J1 for supply, lay and joint gate valves:					
		Flanged:					
J8.1		200 mm dia	No	LI	6		
J9	8.2.11 PSL8-5	Anchor/Thrust blocks	m³	LI	4		
J10	PSLD8-3	Supply and install marker posts complete	No	LI	18		
J11	8.2.13	Chambers ("Bell toby")					
J11.1		Up to 1,5 m depth	No	LI	6		
J12	8.2.3. PSLD8-1	Manholes					
J12.1		Construct precast concrete manholes with heavy duty covers and frames type 1A for depths:					
J12.1.1		1,0 - 1,5 m	No	LI	8		
J12.1.2		1,5 - 2,0 m	No	LI	2		
J12.1.3		2,0 - 2,5 m	No	LI	6		
J12.1.4		2,5 - 3,0 m	No	LI	2		
J12.2		Construct precast concrete manholes with medium duty covers and frames type 4 for depths:					
J12.2.1		1,0 - 1,5 m	No	LI	4		
J12.2.2		1,5 - 2,0 m	No	LI	2		
J12.2.3		2,0 - 2,5 m	No	LI	6		
J12.2.4		2,5 - 3,0 m	No	LI	8		
J13	SANS 1200 DB PSDB8-1 PSDB8-2	Excavation					
J13.1	8.3.2 PSD8-1 PSD8-2 PSD8-5	Excavate in all materials for trenches, backfill and dispose of surplus material by:					
Carried forward /							

C2.2.32

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
J13.1.1		Brought forward / ... Hand	m³	LI	10		
J13.1.2		Machine	m³		3550		
J13.2		Extra-over Item J10.1 for hard rock	m³		100		
J13.3		Excavation ancillaries:					
J13.3.1	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom	m³	LI	340		
J13.3.2	PSA8-12	Compaction of in-situ material to 90% of MAMDD to depth of 150 mm	m²	LI	100		
J13.3.3	PSDB8-3	Place stone layer 200 mm thick	m³	LI	20		
J13.3.4	PSDB8-3	Install geotextile blanket	m²	LI	280		
J13.3.5	8.3.3.3	Compaction in areas subject to traffic loads	m³		2200		
J13.4	1200 LB 8.2.2.1 PSLB8-1	Bedding: Provision of bedding from:					
		Trench excavation:					
J13.4.1		Selected granular material	m³	LI	326		
J13.4.2		Selected fill material	m³	LI	40		
	8.2.2.3 PSLB8-1	Commercial sources:					
J13.4.3		Selected granular material	m³	LI	800		
J13.4.4		Selected fill material	m³	LI	160		
TOTAL FOR SECTION J CARRIED FORWARD TO SUMMARY/---							

C2.2.33

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
K1		SECTION K : ROADWORKS AND STORMWATER					
K1.1		STORMWATER					
K1.1.1		Channels					
K1.1.1		0.5m x 0.5m deep concrete u channel complete with rectagrid as per SD15	m		560		
K1.1.2		1.0m x 0.8m deep concrete u channel complete with rectagrid as per SD15	m		135		
K1.1.3		1.0m x 1.0m deep concrete u channel complete with rectagrid as per SD15	m		120		
K1.1.4		Spreader tank as per SD15 complete with Recta Grid with grading	No		1		
K1.2		Pipework					
K1.2.1		450mm dia 75D Concr Stormwater complete with class c bedding as per CO02	m		5		
K1.2.2		600mm dia 100D Concr Stormwater complete with class c bedding as per CO02	m		10		
K1.3		Catchpits and Headwalls					
K1.3.1		1m x 1m x 0.8m Brick catchpit as per SD17	No		1		
		1m x 1m x 1.5m Brick catchpit as per SD17	No		1		
K1.4		Culvert Bridge					
K1.4.1		2.5m x 2.5m Concrete culvert bridge complete with reinforced wingwalls ,base, top slab, upstand bollard and gabion baskets as per SD 15	No		1		
K1.4.2		Extra over steel for reinforcing of mass concrete slabs and wingwalls a) High Tensile Steel	Tons		7		
K2		ROADS					
K2.1		SITE PREPARATION					
K2.1.1		Clear and strip site.	m ²		1545		
K2.1.2		Remove topsoil to a nominal depth of 150mm over the roadway widths, shoulders and side drains.	m ³		232		
K2.2		SUBGRADE					
		Cut to spoil or stockpile from:					
K2.2.1		Common material	m ³		4800		
K2.2.2		Hard Rock	m ³		5000		
K2.2.3		Cut to fill in any material Place material in fill including compaction to 90%MOD AASHTO	m ³		4860		
K2.2.4		Imported materials from commercial sources placed in fill including compaction to 90% Mod AASHTO	m ³		695		
		Treatment of Roadbeds					
K2.2.5		Rip and compact to 90% mod. AASHTO maximum density to depth of 150mm	m ³		695		
Carried forward /							

C2.2.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
K2.3		Brought forward / ... SUBBASE					
K2.3.1		Construct subbase with material from commercial sources G5 to 95% Mod AASHTO	m³		1930		
K2.3.2		Construct subbase with material from designated borrow area G5 to 95 % Mod AASHTO	m³		695		
K2.3.3		Construct gravel shoulders subbase with material from designated borrow area G7 to 93 % Mod AASHTO	m³		44		
K2.4		BASE					
K2.4.2		Construct 150mm Base with G2 graded crushed stone from commercial source compacted to 98% Mod AASHTO	m³		695		
		Extra Over for process sub base by means of:					
K2.4.2		Stabilizing agent (3% cement)	t		6.6		
K2.5		80mm INTERLOCKING PAVERS					
K2.5.1		20mm sandbed underneath 80mm interlocking paver	m³		39		
K2.5.2		80mm Interlocking pavers	m²		1375		
K2.6		KERBING AND CHANNELLING					
K2.6.1		Fig.8 (KB1022) Roll over kerb on oneside if road as per dwg no. P2315/CD02	m		190		
K2.6.2		Fig.12 (KB1031) Edging strip as per dwg no. P2315 CD02	m		6		
K2.6.3		1.0m wide x 150mm thick concrete v channel as per details	m		180		
K3		RETAINING WALLS					
K3.1		Concrete Retaining Walls					
K3.1.1		Concrete Bases (Footing)					
		a) 10 Mpa Concrete Blinding	m³		15.2		
		b) 30 Mpa ,19 Aggr mass concrete for Footing as per detail	m³		106		
K3.1.2		Extra over steel for reinforcing of mass concrete footings Fy =450Mpa					
		High Tensile Steel					
		a)Y10	kg		2110		
		b)Y12	kg		2110		
		c)Y16	kg		2110		
		d)Y20	kg		2110		
K3.1.3		Concrete in Vertical Wall					
		a) 35 Mpa ,19 Aggr mass concrete for Walls as per detail	m³		139		
Carried forward /							

C2.2.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
K3.1.4		Brought forward / ... Extra over steel for reinforcing of mass concrete walls b) High Tensile Steel a)Y10 b)Y12 c)Y16 d)Y20	kg kg kg kg		3470 3470 3470 3470		
K3.1.5		Drainage					
K3.1.5.1		a) 110mm dia uPVC pipe cut at 2m c/c as per our details	m		32		
K3.5.2		Supply and install geocomposite fin drain behind retaining wall, complete with fixings and connection to subsoil drainage	m ²		465		
K3.1.5.2		Supply and install perforated 110diam agricultural drain pipe in 300x300 trench with filter fabric and 19mm stone surround surround, complete to falls	m		167		
K3.1.5.3		Form 10mm vertical movement joint in retaining wall, including compressible filler, bond breaker, and sealant.	m		105.84		
K3.2		2m High Loffelstein Retaining Walls complete with subsoil drainage as per our details	m		248		
K3.3		Gabion Baskets Retaining Walls	m		78		
K4		SITE CLEARANCE					
K4.1		Clear and grub area entire site	Ha		3.5		
K4.2		Dismantle and remove large trees & stumps of girth: a) Over 1 m and up to and including 2 m b) Over 2 m and up to and including 3 m c) Over 3 m and up to and including 4 m	No No No		5 5 5		
K4.3		Clear 200mm topsoil to spoil	m ³		7800		
K5		BULK EARTHWORKS					
K5.1		Bulk Excavation					
K5.1.1		(a) Cut to fill or platforms (b) Cut to spoil at various depths i) 0.0 to 5.0 m i) 5.0 to 10.0 m i) 10.0 to 15.0 m i) 15.0 to 20.0 m i) 20.0 to 25.0 m i) 25.0 to 30.0 m i) 30.0 to 35.0 m	m ³ m ³ m ³ m ³ m ³ m ³ m ³		11905 107189 44572 27963 19018 10998 4760 705		
Carried forward /							

C2.2.36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
		Extra over above for excavation					
		(i) Hard rock excavation	m³		20000		
		(ii) Boulder excavation, Class A	m³		5000		
		(ii) Boulder excavation, Class B	m³		5000		
K5.1.2		Risk of collapse to sides of trench and hole excavation exceeding 2,0m deep	m		150		
K5.1.3		Keeping excavations free of water	m		150		
K5.1.4		Fill from Cut Materials above from platfrom level up around Bioreactors, Clarifiers and Drying beds	m³		25995		
K5.1.5		Fill required for roadworks to boxcut level	m³				
K5.1.6		Cut to Spoil, including free - haul up to 1.0km, material obtained from:					
		a) Soft Excavation	m³		10000		
		b) Intermediate Excavation	m³		5000		
		c) Hard Excavation	m³		5000		
K5.1.6		Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m³/km		178000		
TOTAL FOR SECTION K CARRIED FORWARD TO SUMMARY/---							

C2.2.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
L1	SABS 1200D	SECTION L: SLUDGE DRYING BED RETURN EFFLUENT PUMPSTATION					
L1.1	8.3.3.(a)	Excavation Restricted Excavation:					
L1.1.1	PSD8-1 PSD 8-2	Excavate in all materials and use as backfill or dispose to spoil	m³	LI	120		
L1.2	8.3.3 (b) PSD 8-3	Extra-over Item L1.1.1 for excavation in hard rock materail (Provisional)	m³	LI	26		
L2	SABS 1200G	Formwork					
L2.1	8.2.2	Vertical smooth to base, walls and slab	m²	LI	120		
L2.2		Horizontal smooth to slab soffit	m²	LI	17		
L2.3		Narrow widths up to 250mm	m	LI	64		
L2.4	8.2.6	Box out holes/ form voids:					
L2.4.1		Small rectangular shapes over 0.35 m² in area, 250mm deep	No	LI	12		
L3	8.4	Uniformald surface finishes					
L3.1		20 x 20 mm chamfer and wooden floated finish to all exposed concrete edging	m	LI	64		
L4		Reinforcing					
L4.1	8.1.2.3 PSG 8-3	High tensil steel bars					
L4.1.1		Up to 12mm dia.	kg	LI	3000		
L4.2		Mild Steel bars					
L4.2.1		Up to 12mm dia.	kg	LI	50		
L5	8.4	Concrete					
L5.1	8.4.2	Strength concrete: 10 mPa/20mm					
L5.1.1	PSG 8-1	50mm blinding layer	m²	LI	36		
L5.2	8.4.3 PSG 8-1	Strength concrete: 30 mPa/20mm					
L5.2.1		Base, walls and slab	m³	LI	42		
L6	PSL 8-1	Pipework built into structure					
L6.1		Supply and built into concrete flexible coupling at structure as detailed on Drg P2315 C032					
L6.1.1		300mm	No	LI	4		
L7		Iron and Steelwork					
L7.1		Supply and build into concrete step-irons, secured every 200mm, 100mm off centre	No	LI	24		
L7.2		Purpose made manhole cover and frame with locking bar as detailed on Drg P2315 C032					
Carried forward /							

C2.2.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
L7.2.1	SABS 1200 L 8.2.5 PSG 8-2	Brought forward / ... 1200 x 800	No	LI	4		
L7.2.2		1000 x 800	No	LI	4		
L8		Pipework					
L8.1		Valves and Specials Supply and install the cast iron specials as numbered on Drg P2315 C032					
L8.1.1		200mm dia distance piece, 650mm long	No	LI	4		
L8.1.2		200mm dia Reflux valve, maximum working pressure 1,0 Mpa	No	LI	4		
L8.1.3		200mm dia. distance piece, 200mm long, flanged one end and machined to fit VJ flange adaptor other end	No	LI	4		
L8.1.4		200mm dia. Class 16 RSV with rising spindle	No	LI	4		
L8.1.5		200mm dia. distance piece, 925mm long	No	LI	2		
L8.1.6		200mm dia. sweep tee	No	LI	2		
L8.1.7		200mm dia. flanged adaptor	No	LI	2		
L8.1.8		200mm dia. 90° bend	No	LI	2		
L8.1.9		200mm dia. distance piece 485mm long	No	LI	2		
L8.1.10		200mm dia. distance piece 1100mm long	No	LI	2		
L9		Finishes					
L9.1	PSA6-6	Benching to walls and floor of pump sump and benching to suit valve chamber of pumpstation to facilitate drainage	m³	LI	6		
L10	PSA 6-6	Sleeves					
L10.1		Supply and cast in 160mm dia. sleeve for electrical cables to enter pump sump	No	LI	2		
L11		Overflow/Drain Pipes					
L11.1		Excavation and backfilling: Excavate in all materials for trenches, backfill and compact, including disposal of surplus/unsuitable material					
L11.1.1		For pipes of 75mm dia. for depths: <u>Over</u> and <u>Up to</u>					
L11.1.1.a		0,1m 1,0m	m	LI	20		
Carried forward /							

C2.2.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
L11.2	SABS 1200 LB	Brought forward / ... Bedding					
L11.2.1	8.2.1	Selected granular bedding material from trench excavation	m³	LI	4		
L11.2.2.	8.2.1	Selected fill material from excavations	m³	LI	10		
L11.3	SABS 1200 LD	Pipework					
L11.3.1	8.2.1	Supply, lay, bed (Class C), joint and test uPVC sewer pipes (Class 9) with PVC collar joints					
L11.3.1.1		75mm dia.	m	LI	40		
TOTAL FOR SECTION L CARRIED FORWARD TO SUMMARY/---							

C2.2.40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
M.1	SABS 1200 D PSD8-2 PSD8-3	SECTION M : GUARD ROOM Earthworks					
M.1.1	8.3.2	Excavate in all materials for footings and floor slab	m³		9.843		
M.1.2	8.3.4	Import gravel from an approved source and compact to 98% Mod. AASHTO density under floor slab	m³		2.097		
M.2	1200 GA PSGA8-3	Formwork					
M.2.1		Rough to side of foundation slab (300mm wide)	m		23.68		
M.2.2		Q floor, type QC panels as detailed	m²		9.405		
M.2.3		QC drip flashing	m		11.84		
M.3		Reinforcement					
M.3.1	8.3.2	Welded mesh Ref. 395 to floor and apron	m²		18.213		
M.4	8.4 8.4.3 PSGA8-4	Concrete Strength concrete 15/19 in:					
M.4.1		Blinding layer	m²		4.144		
M.4.2	8.4.3 PSGA8-2	Strength concrete 25/19 in: Floor slab and apron	m³		1.821		
M.4.3		foundation slab	m³		1.243		
M.4.4	8.6	Precast lintels 2,82m long	No		1		
M.4.5		Precast lintels 0,91m long	No		1		
M.5	PSG8-5	Unformed surface finishes					
M.5.1		Steel -floated to floor	m²		18.213		
M.6	SPEC QB	Brickwork					
M.6.1	13.5.1	220mm Brickwork plastered both sides.	m²		25.287		
M.6.2	13.5.3	Dam proof course 230mm wide	m		8.742		
		Plasterwork					
		10mm thick, wood-float finish					
		a) external	m²		25		
		b) internal	m²		33		
M.8		Painter					
M.8.1	13.10.1	Paintwork, undercoat and one coat high gloss enamel to interior walls and matt finish to external walls	Sum		100%		
Carried forward /							

C2.2.41

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
M.9	SABS 1200HA	Brought forward / ... Sundries					
M.9.1		Supply and Install to lights as indicated on the drawing, cable to connect from generator room	Sum		100%		
M.9.2		Supply and Install cupboard shelving as indicated on the drawing. WINDOWS Purpose made Aluminium window complete with glazing. refer to window	Sum		100%		
	M	2240 x 900 (HS1815)	No.		1		
	M	920 x 900 (PTT915)	No.		1		
		600 x 760 (PTT915)	No.		1		
		DOORS Type 3 Hardwood door and frame.	No		2		
		Type Hardwood double door and frame.	No		2		
		TILING - PARKING AREA Supply and install ceramic tiles (to SABS specification) on floor of guard house include toilet					
	M	a) Floor tiling (450 x 450)	m ²		8		
	M	b) Toilet wall tiling 1,5m height	m		7		
		CEILINGS AND PARTITIONS Rhinolite or approved plasterboard ceilings	m ²		8		
	M	Gypsum plasterboard cornice 75mm covered cornices	m		17		
		PLUMBING - PARKING AREA a) Provide plumbing complete with fittings (bends, inspection eyes, gate valves and chambers) and finishes and connecting to the sewer line	No.		1		
	M	b) Supply and install water closet complete with class A heavy duty toilet seats and fittings	No.		1		
	M	c) Supply and install ferreiras or similar approved wash hand basin complete with water fittings and waste fittings, plugs,traps and connect to waste	No.		1		
	M	d) Supply and connect to cold water 15mm "cobra" type taps to wash hand basins	No.		1		
Carried forward /							

C2.2.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
		ROOFING - PARKING AREA					
	M	a) Install roof complete with timber trusses, aluminium foil insulation and 0.5 IBR powered coated.	m²		22.47		
	M	b) Supply and install 75 x 50 wide rainwater gutter and downpipescomplete with holding bits and brackets	m		17.1		
	M	Facia board 145mm	m		17.1		
TOTAL FOR SECTION M CARRIED FORWARD TO SUMMARY/---							

C2.2.43

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
N1		SECTION N : FENCING					
		Fence					
N1.1	SPEC CWA 8.1.1	Supply and erect high security fence at WWTP as per detail on DRW NO P2315 C020	m	LI	1000		
N1.2		Supply and erect 2x358 dublo sliding gate 2.4m H x 6m wide opening including posts,cover plates,straining posts ,hinges,locking device complete,barrel bolts,overhang,serrated comb flatwrap all complete.	No.	LI	2		
TOTAL FOR SECTION N CARRIED FORWARD TO SUMMARY/---							

C2.2.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT		SCHED. QTY.	RATE	AMOUNT
O1		SECTION O : PROVISIONAL SUMS Provisional Sums These provisional sums may be utilised in full or in part. No expenditure will be allowed without the authority of the consulting Engineer, in writing . These sums may be deleted in full or in part.					
O1.1		Allow a provisional sum for the mechanical and electrical installation of the waste water treatment plant by a specialist Contractor					
O1.1.1		Mechanical and Electrical Installation			Provisional Sum		R30 000 000.00
O1.1.2		Percentage mark-up on Item O1.1.1(<i>State % and extend as an amount</i>)	%		R 30 000 000.00		
O1.2		Eskom Connection			Provisional Sum		R 2 500 000.00
O1.2.1		Percentage mark-up on Item O1.2 (<i>State % and extend as an amount</i>)	%		R 2 500 000.00		
O1.3		Accredited Training of Operators			Provisional Sum		R 800 000.00
O1.3.1		Percentage mark-up on Item O1.3 (<i>State % and extend as an amount</i>)	%		R 800 000.00		
TOTAL FOR SECTION O CARRIED FORWARD TO SUMMARY/---							

C2.2.45

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
SECTION P : GENERATORS AND PUMP ROOM							
P1	SANS 1200C	Site Clearance					
P1.1	8.3.1	Remove vegetation and smaller trees up to 1m girth	m ²		10		
P1.2		Strip topsoil 150mm deep, stockpile and maintain	m ³		34.7		
P2	SABS 1200 D PSA8-7	Earthworks					
P2.1	8.3.2	Excavate in all materials for pad , strip foundations and floor slab.	m3		167.84		
P2.2		Restricted excavation in all materials for foundation	m3		184.62		
P2.3		Extra-over for excavation in rock	m3		10.00		
P2.4	8.3.4	Import gravel from an approved source and compact to 98% Mod. AASHTO density under floor slab.	m3		49.1		
P3	1200 GA PSGA8-2	Formwork					
P3.1		Smooth to side of columns 6.3 m columns	m ²		70.2		
P3.2		4.35 m columns	m ²		20.9		
P3.3		inside surface of ringbeams of length 50.23 m	m ²		46.21		
P3.4		inside face of ringbeam of 0.3m wide to top slab	m ²		1.32		
P3.5		300mm wide strips to footing(rough forms)	m ²		39.81		
P3.6		0.45m wide strip to rectangular beam(smooth form)	m ²		25.65		
P3.7		0.15m wide strip to slab	m ²		0.95		
P3.8		Forwork to soffit of the slab	m ²		11.4		
P3.9		0.5mm wide strip form to rectangular embedded on floor slab.	m ²		3.71		
P3.10		Channels of 0.4m wide strips smooth forms	m ²		29.77		
P3.11		Channels of 0.4m wide strips rough forms	m ²		69.56		
P3.12		150mm strips to chamber slab and cover	m ²		6.24		
P4		Finishes to unformed surfaces					
P4.1		Steel float to 600mm wide strip of a ring beam	m ²		33.3		
P4.2		Wood float to all top slabs	m ²		220		
P4.3		Wood float to channels up to 0.4m wide	m ²		29.76		
P4.4		Wood float to top surface of footing.	m ²		56.14		
Carried forward /							

C2.246

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
P5		Brought forward / ... Joints (slip)					
P5.1		Two layers of mathoid or dpc between wall and roof slab	m		14		
P6		Reinforcement					
P6.1	8.3.2	High tensile welded mesh Ref. 193	m2		195		
P6.2		High tensile steel	kg		5018		
P6.3		Mild steel	kg		80		
P7	8.4 8.4.3 PSGA8-3	Concrete Strength concrete 25/19 in:					
P7.1		50mm blinding layer	m3		2.87		
P7.2		Footing	m3		17.22		
P7.3		Columns	m3		7.24		
P7.4		Floor slab	m3		31.02		
P7.5		Roof slab	m3		1.67		
P7.6		Ring beams	m3		15.26		
P7.7		Channels	m3		4.5		
P7.8		Concrete encasement of chanel (electrical cables)	m³		2.045		
P8		Roofing					
P8.1	8.6	IBR roof covering sheets	m2		275		
P8.2		Lipped channel purlin(150x50x20x2) of 17m	No		12		
P8.3		L cleats (100x75x6) of 17m	No		60		
P8.4		M20 bolts (chemset)	No		90		
P8.5		2x M12 bolts	No		130		
P8.6		2/510x150x16 End plate	No		10		
P8.7		2/506x160x12 thick End plate	No		10		
P8.8		Hunch cut out of 254x146x311 I-section	No		20		
P8.9		500x90x5 slice plate	No		60		
P8.10		254x146x311 I-section of 5.55 m	No		10		
Carried forward /							

C2.247

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
P9	8.70	Brought forward / ... Pipe works Upvc pipes Form openings for pipe work including grouting in after installation of pipes					
P9.1		50mm dia	No		1		
P9.2		300mm dia	No		2		
P9.3		150mm dia	No		2		
P9.4		500mm dia	No		1		
P10		Specials and fittings 250mm equal tee	No		1		
P10.1		400x300 reducing tee	No		1		
P10.2		Hot Dipped Galvanised Mild Steel Pipes.					
P10.3		250mm dia GMS pipes 550mm long, flanged both ends with a puddle flange in the centre.	No		2		
P10.4		400mm dia GMS pipes 550mm long , flanged one end with a puddle flange in the centre.	No		2		
P10.5		250mm dia GMS pipes 550mm long , with a puddle flange in the centre.	No		1		
P10.6		400mm dia GMS pipes 550mm long , with a puddle flange 425mm from the plainb end.	No		1		
P11		valves					
P11.1		Gate valve	No		1		
P11.2		Scour valve	No		2		
P12		valve chambers					
P12.1		Scour valve chamber.	No		1		
P12.2		Gate valve chamber	No		1		
P13		Head walls					
P13.1		Construct head walls	No		1		
P14		Flange adaptors					
P14.1		250mm dia upvc pipe to 250mm dia. Steel pipe	No		1		
P14.2		400mm dia upvc pipe to 400mm dia. Steel pipe	No		1		
P14.3		300mm dia upvc pipe to 300mm dia. Steel pipe	No		1		
Carried forward /							

C2.248

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
P15		Brought forward / ... Anchor/trust blocks and pedestals					
P15.1		Concrete trust blocks:all sizes	No		1		
P15.2		Concrete pedestals : all sizes	No		3		
P16	SPEC QB	Brickwork					
P16.1	13.5.1	220mm Brickwork including brick force every 2nd layer.	m2		265		
P16.2	13.5.2	250 micron water proofing	m2		293		
P16.3	13.5.4	Dampproof course 230mm wide	m		57		
P17		Louvre Unit panels					
P17.1	13.7.2	1580 X 748mm wide louvre unit,type BLU	No		11		
P17.2	13.6.3	1830 X 2440 Transformer door,type DVV	No		1		
TOTAL FOR SECTION P CARRIED FORWARD TO SUMMARY/---							

C2.249

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
Q1		SECTION Q: OPERATORS HOUSE					
Q1.1		Site Clearance Strip topsoil 150mm deep, stockpile and maintain	m³		28		
Q2		Earthworks					
Q2.1		Bulk excavate in all materials including 500mm working space	m³		184		
Q2.2		Restricted exc in all materials for foundations	m³		24		
Q2.3		Extra-Over Item 2.2 for excavation in rock	m³		5		
Q2.4		Import gravel from an approved source and compact to 98% Mod AASHTO density to underside of floor slab	m³		33		
Q2.5		Reinforcement mesh wire	m²		87		
		110mm brickforce	m		294		
		220mm brickforce	m		240		
Q3		Concrete Strength Concrete : 15MPa Blinding: 75mm minimum thickness to horizontal surfaces Strength Concrete : 20MPa	m²		6		
Q3.1		Foundations	m³		7		
Q3.2		Floors and apron	m³ m³		8 3		
Q4		Brickwork					
Q4.1		230mm brickwork	m²		92		
		gable ends	m²		15		
		foundation	m² m²		37		
Q4.2		110mm brickwork	m2		63		
		slab	m2		3		
		foundation	m2		10		
		Air bricks complete	No		6		
Q5		Lintels, Dpc and Cills					
Q5.1		230mm wall lintel	m		14		
Q5.2		110mm wall lintel	m		5		
Q5.3		230mm wall DPC on windows	m m		38 11		
Q5.4		115mm wall DPC	m		26		
Q5.5		DPM under floor 250 micron	m²		83		
Q5.6		Internal FC cill to window	m		11		
Q5.7		External FC cill to window	m		11		
Total Carried forward							

C2.2.50

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
Q6		Plasterwork					
Q6.1		Internal plasterwork	m ²		127		
Q6.2		External plasterwork slab	m ² m ²		184 3		
Q7		Floors and skirting					
Q7.1		75mm meranti skirting	m		120		
Q7.2		Floor tiles interia exteria apron	m ² m ²		83 42		
Q8		Doors (including frames and all ironmongery)					
Q8.1		Single external wooden door	No		1		
Q8.2		Single internal wooden door	No		4		
Q8.3		External stable door	No		1		
Q9		Windows					
		Aluminium windows including glazing, complete with burglar bars					
		NC4F	No		5		
		NE1	No		2		
Q10		NE2	No		1		
Q11		Roofing					
Q11.1		Full span roof trusses with the following spans: truss with 8,7m beam and 1,76m king post	No		10		
Q11.2		114 x 38 wall plate	m		21		
Q11.3		76 x 50 purlins	m		115		
Q11.4.		Big six FC Roof sheeting	m ²		60		
Q11.5		Ridge capping	m		12		
Q11.6		Ridge capping end cap	No		2		
Q11.7		Roofing Finishings					
Q11.7.1		Eaves closure	m		42		
Q11.7.2		225 x 16 FC barge board	m		21		
Q11.7.3		225 x 16 FC fascia	m		23		
Q12		Ceiling and cornices					
Q12.1		Ceilings 5mm Rhino Board	m ²		83		
Q12.2		65mm cove cornice	m		89		
Total Carried forward							

C2.2.51

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
Q13		Rainwater goods, mpvc					
Q13.1		100mm half round gutter	m		23		
Q13.2		75mm downpipe	m		6		
Q13.3		Drop ends	No		2		
Q14.4		Swan neck	No		2		
Q14.5		Outlet shoe	No		2		
Q14.6		Stop ends	No		2		
Q15		Paintwork					
Q15.1		1 coat primer and 2 coats polyacrylic emulsion, colour to be approved to:					
		Internal walls	m ²		127		
Q15.2		Ceilings	m ²		83		
Q15.3		Eaves closures and barges	m ²		33		
Q15.4		Bathroom painted with polyurethane enamel	m ²		9		
Q15.5		External walls	m ²		184		
Q16		slab	m ²		3		
		Sanitary ware					
Q16.1		WC suite porcelain complete	No		1		
Q16.2		510 x 410mm pedestal mounted porcelain wash basin complete with fittings	No		1		
Q16.3		1,5m PVC bath with end cupboard	No		1		
		shower unit complete	No		1		
Q16.4		Toilet paper holder	No		1		
Q16.5		Towel rail	No		1		
Q17		Tiling					
Q17.1		Tiles to bathroom wall to a height of 1,5m	m ²		8		
			m ²		3		
Q17.2		Tiles to kitchen	m ²		3		
Q18		Plumbing and drainage					
Q18.1		Supply and install hot water geyser of 100l capacity	No		2		
Q18.2		Supply, install and test all items required for plumbing for both houses	Sum		1		
Q18.3		Sanitary drainage 110mm dia. up to inlet works	m		20		
Total Carried forward							

C2.2.52

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
Q19		Electrical					
Q19.1		Supply and install all items required for the electrical wiring	Sum		1		
Q19.2		Supply and install electrical light fittings for:-					
		Ball type	No		6		
Q19.3		External bulkhead	No		2		
Q20		Miscellaneous					
Q20.1		Supply three plate electric stove	No		2		
Q20.2		Supply and fix single bowl sink with cupboard unit below	No		1		
Q20.3		Supply and fix kitchen cupboard with Formica top 1600mm long	No		1		
		Supply and fix galvanised steel pelmets to suit all windows, painted as per specifications, for					
		NC4F	No		5		
		NE1	No		2		
		NE2	No		1		
Q21		Sewerage					
Q21.1		Supply and install a 2000Lt Atlas Septic Tank/Digestor. Rate to include for all the works to complete the installation.	no		1		
Q21.2		Construct a soakaway using a average of 150mm diameter stones. Rate to include for excavation, supplying stone fill, backfilling and all works to complete the installation.	m³		12		
Q21.3		Supply and install precast gulley	No		1		
Q21.4		Construct Inspection chamber	No		1		
TOTAL FOR SECTION Q CARRIED FORWARD TO SUMMARY/---							

C2.2.53

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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ITEM	PAYMENT REFERS	DESCRIPTION	UNIT		SCHED. QTY.	RATE	AMOUNT
		SECTION R : WATER RETICULATION					
R1		DOMESTIC & FIRE WATER					
R1.1		EXCAVATION					
		Excavate in all materials for trenches backfill, compact, and dispose of surplus/ unsuitable material, for pipes 110mm diameter or less for total trench depths of:					
R1.1.1		Exceeding 0,0 m but not exceeding 1,0 m	m		850		
R1.1.2		Exceeding 1,0 m but not exceeding 2,0 m	m		280		
		Extra-over items 3.2.1 to 3.2.3 for excavation in:					
		Hard rock material	m³		20		
R1.2		PROVISION FOR BEDDING					
		Available from trench within 0,5 km (Subclause 3.4.1)					
		Bedding and backfilling of trenches to 90%Mod ASSTHO Class D bedding as per drawing LB-3:					
R1.2.1		a) Selected granular material	m³		100		
R1.2.2		b) Selected fill material	m³		680		
		Imported from:					
		Commercial sources (Provisional)					
R1.2.3		1) Selected granular material			100		
R1.2.4		2) Selected fill material			680		
R1.3		PIPELINES					
		PIPELINES Supply, lay, bed and disinfect pipes complete with couplings					
		uPVC pipes Class 9:					
R1.3.1		50mm diameter	m		80		
R1.3.2		75mm diameter	m		200		
R1.3.3		110mm diameter	m		850		
R1.4		WATER SPECIALS AND FITTINGS					
		Supply, handle, fit, bed and joint the following uPVC fittings:					
		BENDS uPVC CLASS 16					
R1.4.1		11.25 degree bends					
R1.4.2		75 mm diam.	No		1		
		22.5 degree bends					
R1.4.3		75 mm diam.	No		1		
R1.4.4		110 mm diam.	No		1		
Total Carried forward							

C2.2.54

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
		Brought forward / ...					
		45 degree bends					
R1.4.5		75 mm diam.	No		1		
		90 degree bends					
R1.4.6		75 mm diam.	No		1		
R1.4.7		110 mm diam.	No		1		
R1.5		REDUCERS					
R1.5.1		110 x 75mm	No		1		
R1.6		VALVES AND HYDRANTS					
		VALVES Supply, lay and fix valves complete with couplings					
		Socket ended valves anti-clockwise closing as per ORT specification					
R1.6.1		75 mm diam.	No		1		
R1.6.2		110 mm diam.	No		1		
		Flanged gate valves anti-clockwise closing as per ORT specification					
R1.6.3		110 mm diam.	No		1		
R1.6.4		Non-return valve					
R1.7		FIRE HYDRANTS					
R1.7.1		Pedestal type as per ORT Specification	No		1		
R1.7.2		Valve chamber - Dwg L-3 for depth up to 900mm	No		3		
R1.7.3		Pipe Markers as per Type MS 2443	No		5		
TOTAL FOR SECTION R CARRIED FORWARD TO SUMMARY/---							

C2.2.55

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
S1	SANS 1200 DB	SECTIONS: PUMPING MAIN (FROM EMERGENCY PUMPSTATION)					
S1.1	8.3.1	<u>Site Clearance</u> Clear out of pipe trenches of vegetation and trees up to 1 meter girth (only where ordered by the Engineer)	m	LI	160		
	8.3.8.1(c)	<u>Existing Services</u> Excavate by hand to expose existing services	m ³	LI	15		
S2	1200 DB	<u>Excavation</u>					
S2.1	8.3.2	Excavate 400mm wide in all materials for trenches, backfill compact and disposal of surplus/unsuitable material for: Over and Up to					
S2.1.1		0,5 m 1,0 m	m		40		
S2.1.2		1,0 m 1,5 m	m		60		
S2.1.3		1,5m 2,0m	m		60		
S3		<u>Extra over items V.2 for:</u> Hard rock excavation					
S3.1	8.3.2	Using explosives or mechanical means	m ³		10		
		Remove boulders	m ³		5		
S3.2	8.3.2	Excavate unsuitable material from bottom of trench	m ³		10		
S3.3	8.3.2	Make up deficiency in backfill material a) other excavation on site	m ³		10		
		b) imported backfill from commercial source	m ³		15		
S3.5	8.3.5(a)	Strip and repair existing domestic fences intersecting pipeline route.	m	LI	100		
S3.6	8.3.5(b)	Excavate alongside existing fences	m	LI	100		
S3.7		Reinstate road surface complete a) gravel	m ³		14		
S6	1200 LB	<u>Bedding</u>					
S6.1	8.2.2.1	Supply only of bedding by importation from:					
	8.2.2.2	Commercial or other approved sources					
S6.1.1		Selected granular material	m ³	LI	10		
S6.1.2		Selected fill material	m ³	LI	66		
S6.1.3		13mm crushed stone bedding from commercial sources	m ³	LI	10		
S6.1.4		Encasing of pipes in concrete class20/19	m ³	LI	5		
S7	1200LD	<u>Pipework</u>					
S7.1	8.2.1	Supply, lay, bed (Flexible bedding) and test pipes complete with all joints:					
Carried forward /							

C2.2.56

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
S7.1.1		Brought forward / ... 110mm dia class 9	m	LI	160		
S8		<u>Connecting into existing line.</u>					
V8.1		Rate to include hand excavation and connecting new pipe to existing manhole	No	LI	1		
S9		<u>Thrust Blocks</u>					
S9.1		<u>a) Concrete Class 15/19</u>	m³	LI	10		
S10		<u>Bends</u>					
S10.1		45 Degree Bends (Class 25):					
S10.1.1		110 mm dia	No		4		
S10.2		22.5 Degree Bends (Class 25):					
S8.2.1		110 mm dia	No		2		
S10.3		11.25 Degree Bends (Class 25):					
S10.3.1		110 mm dia	No		4		
S11		<u>Pipe markers</u>					
S11.1		Painted pre-cast position markers	No		10		
S12	SABS 1200L	Airvalves					
S12.1	8.2.3	Supply and install ARID-020 Combination Airvalve for sewerage - 50mm threaded PN16	No		2		
S12.2		Supply and install threaded PN 16 valve	No		2		
S12.3		Supply and install 150-50 Galvanized Reducer Coupling, one end flanged, other end treaded to siut 50mm valve	No		2		
S12.4		Supply and install 250-150 Galvanized Reducer Tee, one end flanged, other suitable for PVC Coupling	No		2		
S12.5		All material and labour for the complete construction of a pre-cast manhole air valve chamber as per drawing P2315 C019	No		2		
S12.6		Supply and install 110 mm dia groundwater release valves (GWRV)	No		2		
TOTAL FOR SECTION S CARRIED FORWARD TO SUMMARY/---							

C2.2.57

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
T1	SANS 1200 C	SECTION T: PUMPSTATION AND EMERGENCY STORAGE DAM					
T1.1	8.2.1 PSC8-1	Site clearance Clear and grub site including trees and stumps up to 1 m girth	ha		0.1		
T1.2	8.2.10 PSC8-2	Remove topsoil to nominal depth of 100 mm and stockpile	m³		50		
T1.3		Remove topsoil to nominal depth of 100mm and spoil	m³		200		
T2	1200 D PSD8-1 PSD8-2 PSD8-3 PSD8-4 PSD8-8 8.3.2	Excavation					
T2.1		Bulk excavation: Excavate in all materials for earthworks Pumpstation. Rate includes excavation of material. Stockpiling of material and later re-use of material for backfilling and disposal of any excess material for:					
T2.1.1		Pump Station	m³		90		
T2.1.3		Excavate and remove unsuitable material from the floor as instructed by the Engineer	m³		20		
T2.1.4		Prepare the inclined wall surfaces and make good to receive concrete (rate to include all the necessary work to ensure that slopes are stable).	m³		15		
T2.1.1		Emergency Overflow Dams	m³		6500		
T2.1.3		Excavate and remove unsuitable material from the floor as instructed by the Engineer	m³		500		
T2.1.4		Prepare the inclined wall surfaces and make good to receive concrete (rate to include all the necessary work to ensure that slopes are stable).	m³		25		
T2.1.5		Cut to fill: Emergency Overflow Dams	m³		30		
T2.2		Restricted Excavation: Excavate in all materials .Rate includes excavation of material. Stockpiling of material and later re-use of material for backfilling and disposal of any excess material for:					
T2.2.1		Pump Station	m³		40		
T2.2.2		Emergency Overflow Dam	m³		321		
T2.3		Extra-over Items B2.2.1 and B2.2.2 for:					
T2.3.1		Hard rock excavation	m³		75		
T2.3.2		Boulder excavation	m³		60		
T2.3.3		Breaking of exsisting reinforced concrete base (using mechanical means).	m³		15		
T2.4	PSD8-6	Backfilling to overexcavation as specified in PSD5-4.2 and PSD 8-6. (Provisional)	m³		5		
Carried forward /							

C2.2.58

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION		UNIT	SCHED. QTY.	PREVIOUS QUANTITY	AMOUNT
T3		Brought forward / ... Topsoiling					
T3.1	8.3.10 PSD8-7	Topsoiling to a minimum thickness of 100 mm after compaction	m ²		100		
T4	1200 DB	Pipe excavation and Backfilling					
T4.1	8.3.2	Excavate in all materials for trenches, bedding, backfill compact and disposal of surplus/unsuitable material for:					
T4.1.1		Pipes up to 315 mm dia (0m to 1.5m)	m		30		
T4.1.2		Backfill and compact imported materil as intructed by the Engineer.	m ³		20		
T4.2		Backfill and compact G6.	m ³		15		
T4.3		<u>Pipework (GMS)</u> Supply, lay, bed (Flexible bedding) and test pipes complete with all joints as per schedule on drw P2315 C010					
T4.3.1		300mm diameter	sum		1		
	SANS 1200DM 8.3	Construct the following layers under emergency storage dam :- Construct 150mm thick G5 layer under emergency storage dam , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m ³		389		
		Construct 150mm thick G7 layer under emergency storage dam , compact to 95 % Mod. AASHTO max as per drw No P2315 C022 and as per Engineers instructions.	m ³		389		
		Construct 200mm thick rockfill layer under emergency storage dam , compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m ³		518		
	SANS 1200 G	Concrete work					
T1	8.1.1.6 PSG8-5	Formwork Plane vertical:					
T1.1	8.2.1	Rough formwork:					
T1.1.1		To walls	m ²	LI	185		
T1.1.2	8.2.5	Narrow sections to footings and openings up to 300 mm high	m	LI	56		
T1.2	8.2.2	Smooth formwork: Plane vertical:					
T1.2.2	8.2.5	Narrow sections 100 mm to 300 mm wide Plane horizontal:	m	LI	670		
Carried forward /							

C2.2.59

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS
WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
T1.2.3	SANS 1200 G	Brought forward / ... To slab soffits	m ²	LI	29		
T2	8.2.6	Box out holes/form voids					
T2.1		Small square up to 0,30 m ² in walls up to 300 mm thick	No	LI	19		
T3	8.1.2 PSG8-1	Reinforcement					
T3.1	8.3.1	Mild steel bars:					
T3.1.1		Up to 10 mm dia.	t	LI	0.15		
T3.2	8.3.1	High tensile steel bars:					
T3.2.1		Up to 25 mm dia.	t	LI	10.4		
T3.2.2		Mesh 617	m ²	LI	1410		
T4	8.1.3 PSG8-2	Concrete					
		Concrete Grade 15 MPa/20 mm to:					
T4.1	8.4.2 PSG8-5.1	Blinding:					
T4.1.1		50 mm minimum thickness to horizontal surfaces	m ²	LI	1442		
T4.1.2		Benching	m ³	LI	5		
T4.1.3		Screed to floors up to 50 mm thick	m ²	LI	1		
T4.2	8.4.3	Strength concrete to:					
T4.2.1		Floor slabs up to 300 mm thick (30Mpa/19mm)	m ³	LI	19.1		
T4.2.2		Walls up to 300 mm thick (30Mpa/19mm)	m ³	LI	74		
T4.2.3		Suspended slabs up to 250 mm thick (30Mpa/19mm)	m ³	LI	7.25		
T4.2.4		Dam Floor slabs up to 125 mm thick (25Mpa/19mm)	m ³	LI	172		
T5	8.4.4 PSG8-6	Unformed surfaces					
T5.1		Wood floated finish to:					
T5.1.1		Narrow horizontal surfaces up to 400 mm wide	m	LI	174		
T5.1.2		Slabs	m ²	LI	1260		
T5.2		Steel floated finishes to:					
T5.2.1		Benching	m ²	LI	26		
T5.2.2		Screed and/or slabs	m ²	LI	56		
Carried forward /							

C2.2.60

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
T6	SANS 8.5 PSG8-3 PSG8-4	Brought forward / ... Designated joints					
T6.1		Emergency Storage Dam Type 1 (Drg P2315 C09)	m	LI	200		
T6.2		Emergency Storage Dam Type 2 (Drg P2315 C09)	m	LI	600		
T6.3		Emergency Storage Dam Type 3 (Drg P2315 C09)	m	LI	110		
T6.4		Pump Station Sikaswell S Swelling Profile	m	LI	200		
T7	1200 HA	Metalwork					
T7.1	8.3.2 PSHA8-3	Standard galvanized handrailing with ball type stanchions (max 1.5m apart) and six straight closure bends	m	LI	150		
T7.2	PSA8-13	Copolymer step irons	No	LI	15		
T7.3	SDHA 8-4	Steel ladder complete as per detail on (Drg P2315 C011)	Sum	LI	1		
T7.4		Type RS40 Mentis Rectagrid 40x5.5mm	m²		8		
T7.5		Frame for Rectagrid manufactured from 45x45x3mm Angle Iron with Flat Iron anchors as per Detail A on (Drg P2315 C010)	m		19.5		
T7.6		Locking plate as per Detail B (Drg P2315 C010)	No		12		
T7.7		Supply 500kg hand chain hoist	No		1		
T7.8		Supply and install COPON coated IPE 200 gantry beam in booster pumproom.	m		4.17		
T7.9		All material and labour to construct Gantry over pump station sump, including fixing and concrete footings as per detail on drw no (Drg P2315 C010)	Sum		1		
T8	PSG8-15	Watertightness testing					
T8.1		Carry out watertightness test (wet sump & additional storage)	Sum		1		
T8.2		Extra-over Item T8.1 for Contractor to supply water for testing	Sum		1		
T9	1200LD	Pipework					
T9.1	8.2.1	Supply, lay, bed (Flexible bedding) and test pipes complete with all joints: 630mm dia class 34 sewer pipe	m		30		
T10		General					
T10.1		All material and labour for the complete construction of outlet structure for emergency overflow dam as per Detail C on drw. (Drg P2315 C09)	No		1		
Carried forward /							

C2.2.61

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NUMBER: MIS 311 729 A: PORT ST JOHNS SEWER AND WASTEWATER TREATMENT WORKS: CONSTRUCTION OF PORT ST JOHNS WASTEWATER TREATMENT WORKS - CONTRACT 1

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	LIC	SCHED. QTY.	RATE	AMOUNT
T11	SANS 1200 G 1200 DB	Brought forward / ... Pipe excavation and Backfilling Water Supply to P/S					
T11.1	8.3.2	Excavate in all materials for trenches, bedding, backfill compact and disposal of surplus/unsuitable material for:					
		Pipes up to 50 mm dia (0m to 1.0m)	m		540		
T11.2		Supply, lay, bed (Flexible bedding) and test pipes complete with all joints:					
	8.2.1	50mm dia class 34 sewer pipe	m		540		
T11.3		All material and fitting to connect 50mm HDPE pipe to Peddie water reticulation (50mm PVC)	Sum		1		
T11.4		All material and labour for the complete construction of a tap at the pump station including all fittings as per detail on drw P2315 C018	No		1		
T11.5		Supply and install 110 mm dia groundwater release valves (GWRV) as supplied by Gereg Sewage and Water Equipment or equal approved	No		25		
T11.6		Construct 150mm thick G5 layer from commercial sources under dam ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		200		
T11.7		Construct 150mm thick G7 layer from commercial sources under dam ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		200		
T11.8		Construct 200mm thick rockfill layer from commercial sources under dam ,compact to 95 % Mod. AASHTO max density as per drw No P2315 C022 and as per Engineers instructions.	m³		266		
TOTAL FOR SECTION T CARRIED FORWARD TO SUMMARY/---							

C2.2.62

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**OR TAMBO DISTRICT MUNICIPALITY
CONSTRUCTION OF WASTEWATER TREATMENT PLANT
SUMMARY**

DESCRIPTION	AMOUNT	
SECTION A: PRELIMINARY & GENERAL	R	
SECTION B: TREATMENT WORKS SITE CLEARANCE AND EARTHWORKS	R	
SECTION C: SLUDGE RECYCLE PUMPSTATION	R	
SECTION D: INLET WORKS	R	
SECTION E: BIOLOGICAL REACTOR	R	
SECTION F: CLARIFIER	R	
SECTION G: SLUDGE DRYING BEDS	R	
SECTION H: CHLORINATION CONTACT TANK	R	
SECTION I: ADMINISTRATION AND CHLORINATION BUILDINGS	R	
SECTION J: INTERCONNECTION PIPEWORK	R	
SECTION K: ROADWORKS AND STORMWATER	R	
SECTION L: SLUDGE DRYING BED RETURN EFFLUENT PUMPSTATION	R	
SECTION M: GUARD HOUSE	R	
SECTION N: FENCE	R	
SECTION O: PROVISIONAL SUMS	R	
SECTION P: GENERATOR AND PUMP ROOM	R	
SECTION Q: OPERATORS HOUSE	R	
SECTION R: WATER RETICULATION	R	
SECTION S: PUMPING MAIN (EMERGENCY STORAGE)	R	
SECTION T: PUMPSTATION & EMERGENCY STORAGE DAM	R	
TOTAL OF PRICED ITEMS	R	
Allow 10% contingencies to be expended as directed by the engineer and to be deducted in whole or in part if not required.	R	
NET TOTAL OF TENDER	R	
Escalation of 7,5% to be added (CPA)	R	
TOTAL DIRECT COST	R	
VALUE ADDED TAX (15%)	R	
GROSS TOTAL OF TENDER	R	

Date:

Signed on behalf
of the Tenderer:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2