O. R. TAMBO DISTRICT MUNICIPALITY

O.R. TAMBO
DISTRICT MUNICIPALITY

Contract No: MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

SEPTEMBER 2026

VOLUME 1
(PRINTABLE AND RETURNABLE VOLUME)

NAME OF BIDDER: _____

BID AMOUNT: _____

CSD SUPPLIER NUMBER: _____

CLOSING DATE & TIME: _____

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 6400 Ext 6750

O.R. TAMBO DISTRICT MUNICIPALITY

OR TAMBO DISTRICT MUNICIPALITY

CONTRACT No: MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

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PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

O. R. TAMBO DISTRICT MUNICIPALITY

O.R. TAMBO
DISTRICT MUNICIPALITY

O.R. Tambo District Municipality as a state-owned business enterprise operates within the South African legislation parameters of the Water Service Act 108 of 1997, Public Finance Management Act 1 of 1999 and Public Audit Act 25 of 2004. The primary function of ORTDM is to supply treated water in bulk to the public.

Tenderers are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Water Supply Infrastructure Grant under the O.R. Tambo District Municipality.

Tender Information		
Tender No	:	MIS 266 088 B
Tender Description	:	Ntsonyini Ngqongweni Regional Water Supply Scheme Phase 2A: Construction of Ntsonyini Ngqongweni Off-Channel Storage Dam – Contract 2
Tender Closing	:	The closing time for receipt of tenders is 12h:00 on Tuesday, 03 November 2026
Tender Advertised	:	Friday, 18 September 2026, Daily Dispatch Newspaper
Compulsory briefing session date and Time	:	A compulsory clarification meeting with representatives of the Employer will take place at Libode Municipal Offices in Nyandeni Local Municipality on Tuesday, 06 October 2026 starting at 10h00 followed by a compulsory site visit at the proposed Dam site (coordinates: S 31°27'04.25", E 29°17'14.71") The municipality will not repeat any matters already covered in the compulsory briefing session or site visit to the bidders who arrive more than 10 minutes late to the meetings, nor will it allow such bidders to complete the attendance registers. The bid will be considered unresponsive if the **Form A**: Certificate of Attendance at Tender Site Inspection is not signed by the Employer.
Estimated CIDB	:	It is estimated that tenderers must have a CIDB contractor grading of 9CE

Tender Information		
Bid Documents	:	Tender documents will **NOT** be made available at the compulsory briefing session or site visit. Bid documents should be downloaded from the O.R. Tambo District Municipality website (www.ortambodm.gov.za/tenders) at no cost.
Bid submission	:	Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
Evaluation Criteria	:	The tender submissions will be evaluated in three (3) Stages. To meet the minimum conditions of the tender, a tender offer must be deemed responsive after the evaluations in Stage 1 and Stage 2. If the offer is responsive at these Stages, it will then be evaluated further during Stage 3. **First stage: Administration Requirements** Tenders' offers will be checked for compliance and completeness for the specified documentation as stated in the Tender Data. The Tender must fully comply with all the requirements specified in this section to be considered in the next stage. Tender offers that do not comply with these requirements are considered non-responsive. **Second Stage: Functionality Evaluation** Tender offers will be allocated a functionality score out of 100 in terms of the Functionality Criteria given. The score will be determined by the Employer, based on interpretation of the comparative quality of the various tender offers, as evidenced by the documentation provided in the tender offer. The Minimum Conditions of Tender that tender offers must attain to be deemed responsive is **70 out of 100**. Tenderers whose tender offer does not achieve this minimum qualification score will be rejected as non-responsive. Refer to Tender Data for more information. **Third Stage: Financial Offer (Price) and Preference Points** The procedure for the evaluation of responsive tender offers will be in accordance with Method 3 of Clause 6.11.4 of SANS 10845:2022 – Construction Procurement, Part 3: Conditions of Tender (SANS 10845:2022-3) aligned with the Preferential Procurement Policy Framework Regulations, 2022 **Additional Condition:** Tenders will be evaluated in accordance with the Supply Chain Management Policy of the O.R. Tambo District Municipality (for the year ending 30 June 2027) and the conditions as stated in the Tender Data. The Municipality is not bound to accept the lowest priced tender or any tender. The award will be made to the tenderer, scoring the highest total points, unless objective criteria justify otherwise. The Municipality reserves the right to accept the whole or any portion of a tender, where applicable. Non-responsive, incomplete, unsigned, late or non-compliant tenders may be disqualified. Price will be evaluated in terms of the Supply Chain Management policy of the O.R. Tambo District Municipality (for the year ending June 2027) Clause 91.4 which states ***"Where the bid price offer is ten percent (10%) 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***

Tender Information

implemented thus leading to underspending, severe impact on service delivery and delays in completion of projects within projected time period."

Preference Points

The specific goals allocated points in terms of this tender are as follows:

Specific Goals	Number of points Allocated on 90/10 system
Promotion of 51% Black-owned enterprises	4
Promotion of 100% Women-owned enterprises	2
Promotion of 100% Youth-owned enterprises	2
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	2

Sub-Contracting as a Condition of Tender

O.R. Tambo District Municipality will apply subcontracting as a condition of Contract to advance designated groups for this Contract.

The successful tenderer must subcontract a minimum of 30% of the Designated Contract Price (refer to Tender Data) to an EME or QSE as specified in the Tender Data.

The tenderer shall calculate the Designated Group Value and indicate this amount in Section C2.3 "Summary of Schedule of Quantities".

Contact Details :

ORTDM Infrastructure and Sanitation Services*:*

For technical enquiries:

Mrs Michelle Blaeser (for the Employer's Representative)

Email: michelle@arq.co.za

Number: 012 348 6668

AND

Mr. N. Noto (for the Employer)

Email: nkosiyabon@ortambodm.gov.za

Number: 047 501 6425 Ext 6750

For supply chain related enquiries:

Mr. S. Hopa

Email: sakhiwoh@ortambodm.org.za

Number: 047 501 6449

Mr B Mase

Municipal Manager

END OF SECTION

PART T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 and as amended and supplemented by the Tender Data in this Part T1.2 including the standard format of procurement documents as listed below:

- Part T1: Tendering Procedures
- Part T2: Returnable Documents
- Part C1: Agreements and Contract Data
- Part C2: Pricing Data / Bill of Quantities
- Part C3: Scope of Work
- Part C4: Site Information
- Part C5: Drawings
- Annexures

The complete extract entitled "Annex C" of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 with its originally published page numbers "21" to "31" is appended to this document in **Volume 2 Portion 3 Annexure A1**.

The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework Act, 2000: Preferential Procurement Regulations, 2022 published in Government Gazette No 47152 dated 4 November 2022. The "Preferential Procurement Regulations, 2022" is appended to this document in **Volume 2 Portion 3 Annexure A2**.

These Conditions of Tender are furthermore subject to the requirements of the SATS 1286:2011, "Technical specification on the measurement and verification of local content". The "Guidance Document for the calculation of Local Content" is appended to this document in **Volume 2 Portion 3 Annexure A3**.

The Tender and Contract Standard Conditions applicable to this Tender Document include:

• SANS ISO 10845-1: 2022 Ed 2	Processes, methods, and procedures
• SANS ISO 10845-2: 2022 Ed 2	Formatting and compilation of procurement documentation
• SANS ISO 10845-3: 2022 Ed 2	Standard conditions of tender
• CIDB Standard for Uniformity	Standard procurement framework and document structure
• General Conditions of Contract	GCC for Construction works
• CIDB	Standard for developing skills through infrastructure contracts
• O.R Tambo District Municipality	Supply Chain Management Policy (year ending June 2027)

The Standard Conditions of Tender are amended and supplemented as follows:

Clause	Addition or Variation to Standard Conditions of Tender
C1.1.1	The Employer is **O. R. Tambo District Municipality** **Contact person:** Mr. N. Noto Private Bag X6043 Mthatha, 5099 Tel: (047) 501 6400 Email: nkosiyabon@ortambodm.gov.za
C1.2	The tender documents issued by the Employer comprise: **VOLUME 1 (printable and returnable Volume)** **PORTION 1: TENDER** **Part T1: Tendering Procedures** Part T1.1 Tender Notice and Invitation to Tender Part T1.2 Tender Data **Part T2: Returnable Documents and Schedules** Part T2.1 List of Returnable Documents Part T2.2 Returnable Documents **PORTION 2: CONTRACT** **Part C1: Agreements and Contract Data** Part C1.1 Form of Offer and Acceptance Part C1.2 Contract Data Part C1.3 Form of guarantee Part C1.4 Agreement in terms of OHSA No 85 of 1993 Part C1.5 Dispute Adjudication Agreement Part C1.6 Retention Money Agreement **Part C2: Pricing Data** Part C2.1 Pricing Instructions Part C2.2 Bill of Quantities Part C2.3 Daywork Schedule **Part C3: Scope of Work** Part C3.1 Description of the Works Part C3.2 Project Specifications **VOLUME 2 (non-printable and non-returnable Volume)** **PORTION 1: TENDER** **Part T1: Tendering Procedures** Part T1.3 Standard Conditions of Tender Part T1.4 Preferential Procurement Regulations Part T1.5: Guidance document for the calculations of local content

Clause	Addition or Variation to Standard Conditions of Tender
	PORTION 2: CONTRACT **Part C1: Agreements and Contract Data** Part C1.7 Health and safety specifications by the Employer Part C1.8 Environmental Management Plan by the Employer **Part C3: Scope of Work** Part C3.3 Standard Specifications Part C3.4 Particular Specifications **Part C4: Site Information** Part C4.1 Ntsonyini Dam: Geotechnical Investigation Report Part C4.2 Hydrological Data and Weather Data **Part C5: Drawings** Part C5.1 Tender Drawings Register Part C5.2 Tender Drawings These shall be read together with any Addenda issued in accordance with Clause C3.2 of these Instructions to Tenderers. Tender documents will **NOT** be made available by the O.R. Tambo District Municipality at the compulsory briefing session or site visit. Tender documents should be downloaded from the O.R. Tambo District Municipality website (www.ortambodm.gov.za/tenders) at no cost. **The Tenderer shall submit one copy (Volume 1) of the Tender Document in paper format plus one electronic version of the Bill of Quantities in Excel format. In the case of any discrepancy between the hard copy of the Bill of Quantities and the electronic copy of the Bill of Quantities, the hard copy will take precedence.** Upon downloading of the Tender Documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording is indistinct the Tenderer shall apply to the Employer at once to have the same rectified. No liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph. 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: a) GCC 2015 "General Conditions of Contract for Construction Works", Third Edition, second print, 2015 published by the South African Institute of Civil Engineering (SAICE) b) S.A. National Standards SANS 1200 Standardised Specifications for Civil Engineering Construction. c) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993 and Construction Regulations (2014). d) The O.R. Tambo District Municipality Supply Chain Management Policy (for the year ending June 2027).

Clause	Addition or Variation to Standard Conditions of Tender
C.1.3	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 tender conditions.
C.1.3.4	Add the following new Clause: Communication with all stakeholders shall be through the O. R. Tambo Municipality's Representative stated in C1.1.1. and the Employer's Agent stated in C1.4. Communication shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.
C.1.4	The Employer's Agent is: **Company: ..... ARQ Dams (Pty) Ltd** Name: ..... Mrs. M Blaeser Address:..... 6 Daventry Street, Pretoria Tel: ..... 012 348 6668 Email: ..... michelle@arq.co.za
C.1.4.1	Add the following new clause: The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English
C.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request.
C. 1.6.1	Replace the contents of the clause with the following: The employer reserves the right, within unambiguous and justifiable reasoning, and subject to C3.13 to not necessarily conclude a contract with the tenderer who in terms of C3.11 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. The employer reserves the right to accept, where applicable, a part or portion of any bid, or where possible, accepts bids or proposals from multiple bidders.
C.1.6.2	The competitive procedure shall not be applied.
C.1.6.3	The two stage-system shall not be applied.
C2.1	Add the following to the clause: Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) **CIDB Registration and Grading** a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **9CE** class of construction work, are eligible to have their tenders evaluated. b) Joint ventures are eligible to submit tenders provided that: 1) every member of the joint venture is registered with the CIDB;

Clause	Addition or Variation to Standard Conditions of Tender
	2) the lead partner has a contractor grading designation in the **9CE** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status; or 3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **9CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. b) Accept that all returnable documents and schedules which are required to be certified are done so by a **registered Commissioner of Oaths** of the Republic of South Africa. c) The **bidder's primary business** is to provide supplies or services as per the bid invitation d) **The Tenderer has not:** (i) Abused the Construction Industry Development Board System; or (ii) Failed to perform on any previous contracts and has been given a written notice to this effect. e) 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. f) Only **authorised signatories** may sign the original and all copies of the tender offer where required in terms of Clause C2.13.4 of these conditions of tender. g) The tenderer should have the necessary **professional indemnity insurance cover** by a reputable insurer in an amount specified in the contract data. h) **Certified original valid tax clearance certificate**: Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit an **original tax clearance certificate** issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule. i) The tenderer should be able to complete the **Compulsory Enterprise Questionnaire** and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract. j) **Standard Bidding Documents (SBD)** The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa: (i) SBD1: Invitation to bid and company information (ii) SBD4: Declaration of interest (iii) SBD5: Declaration for procurement above 10 million (iv) SBD6.1: Preference points claim form (v) SBD6.2: Declaration certificate for Local Production and Content for designated sectors (i) SBD8: Declaration of bidder's past supply chain management practices (ii) SBD9: Certificate of independent bid determination

Clause	Addition or Variation to Standard Conditions of Tender
	k) **The tenderer should be able to submit the following:** (i) Certified copy of certificate of Incorporation if tenderer is a company (ii) Certified copy of founding statement if tenderer is a closed corporation (iii) Certified copy of Partnership agreement if tenderer is a partnership (iv) Certified copy of Identity document if tenderer is a one-man concern (v) Certified copy of joint venture agreement if tenderer is a joint venture. l) **Certified Copy of VAT Registration Certificate (if VAT No not stated on original tax clearance:** The tenderer should be able to submit a Certified copy of his VAT registration Certificate if his VAT number is not stated on the original tax clearance and attach it to the schedule. m) **Certified copy of latest Unemployment Insurance Fund (UIF) return (if not stated on original tax clearance:** The tenderer should be able to submit a certified copy of his latest UIF return if his UIF contributions are not stated on the original tax clearance and attach it to the schedule. n) **Original (or certified copy) rates clearance certificate**: The tenderer should be able to submit original (or certified copy) rates clearance certificates or a certified copy of the lease agreement and attach it to the schedule. o) The Tenderer should be able to attach certified proof of expenditure on **skills development** as per the Skills Development Levies Act, 1999. p) The tenderer should be able to attach certified proof of registration and in Good Standing with the **Compensation Commissioner** or with a licensed compensation insurer. q) The Tenderer should be able to attach a certified copy of confirmation from the Department of Labour that their **Employment Equity Policy** has been submitted in terms of Employment Equity Act, 55 of 1998. r) The tenderer should be able to provide **financial statements** prepared in accordance with Generally Accepted Accounting Practice (GAAP) or the International Financial Reporting Standard (IFRS) for the preceding financial year within 6 months of the financial year end, and in terms of Clause C.2.18.1 of these conditions s) Tenderers should have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. t) The tenderers must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactorily evidence that such staff satisfy the eligibility requirements
C.2.2	Accept that the Employer will not compensate the Tenderers 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 satisfy requirements.
C.2.3	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	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.

Clause	Addition or Variation to Standard Conditions of Tender
C.2.5	Reference documents include, but are not limited to, the following: • "South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction", (SANS 1200) • "General Conditions of Contract for Construction Works. Third Edition 2015) • "Preferential Procurement Regulations, 2022" published in Government Gazette No 47452 dated 4 November 2022 • "Construction Regulations, 2014" • "Occupational Health and Safety Act", 1993 (Act No. 85 of 1993) • SATS 1286:2011, "Technical specification on the measurement and verification of local content"
C.2.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document). Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and clarifications will be provided to only those tendering entities appearing on the attendance list. Tenderers are at liberty of visiting the Site at other times during the Tender Period subject to making prior arrangements with the Employer. The Tenderer shall bear all costs associated with his visits to the Site and his attendance at the Site Inspection. The Tenderer and any of his personnel or agents who enter upon the Site or the Employer's premises for the purpose of such inspection will release and indemnify the Employer and his personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the Employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the Employer. [Such indemnities shall be given to the Employer prior to the start of any Site visit and shall be accompanied by a notarised copy of a resolution of the Tenderer's Managing Board to provide the indemnity executed by the person named indemnity]. The Employer shall not be bound by any oral representations, clarification meetings or otherwise which may be made during the site visit, whether by the Employer's Agent (the Engineer) or by others. To minimise the possibility of misunderstanding, Tenderers should present any requests for clarification in writing.
C.2.8	Request clarification of the tender documents, if necessary, by notifying the employer at least ten (10) working days before the closing time stated in the tender data.
C.2.9	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
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 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.

Clause	Addition or Variation to Standard Conditions of Tender
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 South African Rand
C.2.11	Add the following to the clause: **To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.** Corrections in terms of price may not be made by means of a correction fluid such as Tippex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender will not be considered. The bid will be rejected if corrections are not made in accordance with the above.
C.2.12	If a tenderer wishes to submit an alternative tender offer, a further criterion for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include the Contractor's cost for formal design as well as an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs to review and to confirm the acceptability of the detailed design before it is constructed.
C.2.13.1	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
C.2.13.2	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, electronically (if they were issued in electronic format) and by writing legibly in black ink. All volumes are to be left intact in their original format, and no pages shall be removed or re-arranged. Parts of each tender offer communicated on paper shall be submitted as an original, plus zero copies

Clause	Addition or Variation to Standard Conditions of Tender
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero copies.
C.2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data In the case of a **ONE-PERSON CONCERN** submitting a tender, this should be clearly stated. In case of a **COMPANY** submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a **resolution by its board of directors,** authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a **CLOSED CORPORATION** submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a **PARTNERSHIP** submitting a tender, **all the partners** 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 **proof of such authorisation** shall be included in the Tender. In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** 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." **The Tenderer (now Contractor) and the Employer accept and acknowledge that by signing and witnessing the Form of Offer and Acceptance, they have read, accepted and acknowledged that each page of the original Tender Document (now Contract Document), including Volume 1 and Volume 2 and/or any Schedule of Deviations and/or Addenda, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, form part of the Contract between the Contractor and the Employer.**
C.2.13.5	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **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 **Identification details:** **ORIGINAL - CONTRACT No MIS 266 088 B: NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2**
C.2.13.6	A two-envelope procedure will not be followed.
C.2.13.10	Add the following new clause: Accept that all conditions, which are printed or written upon any stationary used by the tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

Clause	Addition or Variation to Standard Conditions of Tender
C.2.14	Information and data to be completed in all aspects The Tenderer is required to satisfy the Employer that it meets the Eligibility Criteria as stated in Clause C2.1 of the Tender Data, The Tenderer is required to submit all documentation to satisfy the Stage 1: Administrative Requirements as stated in Clause C3.11 of the Tender Data The Tenderer is required to enter information in the following sections of the document: Part T2.2: Returnable Documents Part C1.1: Form of Offer and Acceptance Part C1.2: Contract Data (Part 2) Part C1.3: Form of Guarantee Part C1.5: Dispute adjudication agreement Part C1.6: Retention money agreement Part C2.2: Bill of Quantities Part C2.3: Dayworks Schedule The above sections shall be signed by the Tenderer (and witnesses where required). The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in the Tender Data shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. **Accept that <u>the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude</u>, 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.**
C.2.15	The closing time and location for the submission of tender offers are: **Closing date and time:** Tuesday, 03 November 2026 at 12h:00 **Physical Address:** O. R. Tambo District Municipality Ground Floor (Next to the Entrance) Myezo Park, Nelson Mandela Drive, Mthatha, 5099 **Identification details:** **ORIGINAL - CONTRACT No MIS 266 088 B: NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2** Telephonic, telegraphic, telex, facsimile, electronic or e-mailed tenders **will not** be accepted
C.2.16	The tender offer validity period is 90 days. Add the following to the clause: 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.

Clause	Addition or Variation to Standard Conditions of Tender
C.2.16.5	Add the following new clause: Accept that should the tenderer unilaterally withdraw his tender during the tender validity period as specified in the tender data, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause C.2.3.9 of the Standard Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
C.2.17	Replace the contents of the clause with the following: 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 or re-balancing of imbalanced rates, 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. Accept that the Employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of C.2.17 or C.2.18, in which case such tenderer shall be automatically barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption. For this contract the Employer may, after clarification with the tenderer, agree to amend the total of the prices stated by the tenderer in his tender office.
C.2.18	Add the following to the clause: Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture. The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the intensive labour portion of the work together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Access shall be provided to the site at pre-arrangement and during the compulsory Tender clarification meeting
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in the returnable schedules section of this procurement document.

Clause	Addition or Variation to Standard Conditions of Tender
	Tenders offer without an acceptable Tender Security will be rejected. The Tender Security provided by unsuccessful Tenderers will be returned to the respective Tenderer not later than 28 days after the expiry of the period of validity of the Tender. The successful Tenderer's Tender Security will be returned within 28 days after formal acceptance by the Employer of the Performance Security. The Employer may demand payment against Tender Security: a) if a Tenderer withdraws his Tender during the period of Tender validity; or b) if due to any misconduct by the Tenderer, the Tender is rejected; or c) if a successful Tenderer fails to furnish the required Performance Security within the specified time limit.
C.2.22	Where a tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 28 days after the closing date for submission of tenders.
C.2.23	Refer eligibility criteria as noted in Clause C.2.1.1, information and data to be completed in all respects as per Clause C.2.14, and the test for responsiveness as specified in Clause C3.8.1
C.3.1.1	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten (10) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven (7) working days of the same date. Except as above, neither the Employer nor his employees nor any agents of the Employer have any authority to explain to Tenderers the meaning of the Tender Documents or any other matter such as to bind the Employer or to bind or fetter the judgment or discretion of the Employer's Agents in the exercise of their powers and duties in terms of the Contract.
C.3.2	Replace clause with the following: Not later than five working days prior to the date for submission of Tenders, the Employer may modify the Tender Documents by issuing formal Addenda in writing. The Addenda will form part of the Tender Documents and will be sent to each Tenderer by e-mail. Each Addendum will contain a receipt slip which shall be signed by the authorised signatory of the Tenderer and shall be returned immediately to the Employer with a copy to the Engineer. All such documents relating to the successful Tenderer will form part of the Contract.
C.3.4	Tenders will be opened immediately after the closing time for tenders at: **Location:** O. R. Tambo District Municipality **Physical Address:** O. R. Tambo District Municipality Myezo Park, Nelson Mandela Drive, Mthatha, 5099
C.3.4.1	The Employer shall 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, preferences claimed and time for completion for the main tender offer only.
C.3.4.3	The Employer shall not be obliged to make available the record outlined in C.3.4.2 to any tenderer who fails to attend the tender opening.
C.3.5	A two-envelope procedure will not be followed for this contract.
C.3.6	The Employer shall 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

Clause	Addition or Variation to Standard Conditions of Tender
	final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Add the following to the clause: A responsive tender will be evaluated in terms of the following of these conditions of tender: • The eligibility requirements as per in Clause C.2.1, • Documents submitted to satisfy the Stage 1: Administrative Requirements as per Clause C3.11, • Acknowledge addenda as per Clause C.2.6, • Attendance at the clarification meeting as per Clause C.2.7, • All required documents signed by the authorised signatories as per Clause C.2.13, • Information and data to be completed in all respects as per the requirements of Clause C.2.14, The above sections shall be signed by the Tenderer (and witnesses where required).
C.3.9	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line-item total shall be corrected.** However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the Unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the tendered rate or the line total as the case may be, subject to clarification in terms of 5.17. c) Where the total of the prices is incorrect, whether as a consequence of corrections made in terms of (a) and (b) above or due to an arithmetical error in the summation of the tendered prices, the total shall be corrected accordingly to determine the corrected tender value. Where there is an omission of a rate or a line item, no correction is possible and the offer may be declared non-responsive. The amount stated in the Letter of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and the Tenderer will be notified of such corrections. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.
C.3.10	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Replace the contents of the entire sub-clause with the following. The tender submissions will be evaluated in three (3) Stages. To meet the minimum conditions of the tender, a tender offer must be deemed responsive after the evaluations in Stage 1 and Stage 2. If the offer is responsive at these Stages, it will then be evaluated further during Stage 3.

Clause	Addition or Variation to Standard Conditions of Tender
	The three (3) stages are as follows: • Stage 1: Administrative Requirements • Stage 2: Functionality Evaluation • Stage 3: Financial Offer (Price) and Preference Points
C.3.11	**Stage 1: Administrative Requirements** Tenders' offers will be checked for compliance and completeness for the specified documentation. The Tender must fully comply with all the requirements specified in this section to be considered in the next stage. Tender offers that do not comply with these requirements are considered non-responsive. **Returnable documents to be submitted with bid:** • Copy of business registration documents, as issued by CIPC. • Certified copy of identity documents of directors/ shareholders/ partners/ members. • Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS. • Complete fully the bid document or provide the information requested or 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. • Proof of Registration with CIDB. • 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. • Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months. • Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months. • Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O.R. Tambo District Municipality area. • Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area. • Confirmation of address from a ward councilor 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. • A copy of a valid lease agreement where the bidder does not own the property they are operating from. • Attach joint Venture Agreement or Consortium Agreement signed and initialed on each page (if applicable). **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. **NOTE:** Certification of documents must not be more than six (6) months from date certified by commissioner of oaths.

Clause	Addition or Variation to Standard Conditions of Tender
C.3.11	

1	Compliance and Eligibility		
1.1	Material compliancy check for completeness of Tender documents (Section T2.1)	If YES	Continue with evaluation
1.2	All documentation as requested in the Tender document to be completed for all applicants, joint venture partners and specialist sub-contractors. (Section T2.1)	If YES	Continue with evaluation
1.3	Local content certification is complete and acceptable. (Refer SBD 6.2 and SATS 1286:2011 and SANS 1286:2017)	If YES	Continue with evaluation
1.4	Is the tenderer registered with the CIBD as a 9CE contractor	If YES	Continue with evaluation

Stage 2: Functionality Evaluation

Important: These Technical Evaluation Criteria will be used by the Evaluator to score Tenderers. It is only provided to guide Tenderers during preparation of the Tender and should not be completed as part of the Tender submission.

Only tenderers who score a minimum of **70 points out of 100 points** for Functionality Evaluation will be evaluated further on the basis of Price and Preference.

2.	EVALUATION CRITERIA – TECHNICAL	Points
2.1	**Structure and organisation (Forms H, I, & K)**	**5**
	The Tenderer must clearly identify all parties and their roles, ensuring that JV partners and/or specialist sub-contractors identified cover all the components of the contract. CV's of proposed personnel should be included in the respected forms as listed above. A score out of five (5) will be adjudicated as described below: Organogram included, Key personnel clearly defined, completed and indicated on organogram, all CV's of key personnel included, proposed sub-contractors included and indicated on organogram **(5 points)** Organogram included, key personnel completed and indicated on organogram, not all cv's of key personnel included, sub-contractor partially completed but indicated on organogram **(4 points)** Organogram included, key personnel partially completed but indicated on organogram, some cv's of key personnel included, sub-contractors partially completed and not on organogram **(3 points)** Organogram included, key personnel partially completed and on organogram, No cv's included or sub-contractors indicated on organogram **(2 points)** Organogram included with no information regarding key personnel or sub-contractors included **(1 point)** Failed to submit/complete the forms as required **(0 points)**	

Clause	Addition or Variation to Standard Conditions of Tender		
	2.2	**Personnel Capabilities (Form I)**	**14**
	2.2.1	Qualification and experience of the following key personnel to be indicated by the Tenderer **(reference is made to the organogram) and CV's provided.** The incumbents should have a minimum of 5 years' experience in comparable heavy civil engineering, hydraulic structures, major earthworks or large structural concrete projects. At least one of the following incumbents should have qualifications as indicated. **These criteria as set out above must be met prior to allocation of scores**: 0.5 points for 2.2.1.1 and 2.2.1.2, and 0.3 points for 2.2.1.3 and 2.2.1.4 per qualifying construction project	
	2.2.1.1	Project Director (Bsc Eng, B Eng, B Tech Civil)	1.0
	2.2.1.2	Contract/Commercial Manager (Bsc Eng, B Eng, B Tech Civil)	1.5
	2.2.1.3	Authorised Site Representative / Site Agent (Bsc Eng / B Eng / B Tech Civil)	3.0
	2.2.1.4	Hardfill Mix Designer (Bsc Eng / B Eng / B Tech Civil)	3.0
	2.2.1.5	Technical Manager (Bsc Eng / B Eng / B Tech Civil)	3.0
	2.2.1.6	Drill and Blast Engineer (Bsc Eng / B Eng / B Tech Civil Civil)	1.0
	2.2.2	The incumbents of the following positions should have qualification with an accredited body and at least 5 years in heavy civil engineering/hydraulic structure/major earthworks or large structural concrete construction project. These criteria must be met prior to allocation of scores: 0.1 points per every qualifying construction project	
	2.2.2.1	Environmental Officer	0.3
	2.2.2.2	Health and Safety Officer	0.3
	2.2.2.3	Programming Engineer	0.3
	2.2.2.4	Quantity Surveyor	0.3
	2.2.2.5	Labour officer	0.3
	2.3	**Equipment Capabilities (Form J)**	**5**
		Capability to meet the construction equipment and facilities requirements for a project of this size and nature including for excavation, earth works, batching plant, bulk concrete etc. Tenderers may demonstrate compliance by providing proof of ownership, providing proof of an existing lease or hire agreement, or by submitting a signed letter of intent or commitment to lease/hire from a recognised equipment supplier confirming that the specified equipment will be made available to the tenderer for the duration of the contract. The employer reserves the right to verify the availability of any leased or proposed leased equipment prior to contract award. The equipment required and number of, are listed below:	
		❖ Soil stabilizer / recycler (1) or Concrete Batching plant (100 m^3/h) (1) • Truck mixers (2) • >30T Excavators (2) • Graders (1) • Water trucks (2) • Front end loader (2) • Articulated dump trucks (5) • 10T / 12T Roller compactors (2) • TLB (1) • Mobile crane (1) • Diesel tanker (1) • Service truck (1) • Percussion Drill Rigs (2)	

Clause	Addition or Variation to Standard Conditions of Tender		
		• D5 Dozer (2) • Standby generator (1)	• Diamond Drill Rigs (1)	
		100% of Equipment on the list 76-99% of Equipment on the list 51-75% of Equipment on the list 26-50% of Equipment on the list 1-25% of Equipment on the list 0% of Equipment on the list ❖ 2 points deducted is not on list	(5) (4) (3) (2) (1) (0)	5
	2.4	**Construction Experience (Form F)**		**12**
		Tenderers should demonstrate that they have successfully completed works of a nature, size, complexity, value and construction methodology within the past 15 years comparable to the Ntsonyini Dam contract. The Tenderer shall further demonstrate experience in undertaking operations of comparable volume, quality, technical complexity, and rate of execution necessary for the successful and timely completion of the Works. Relevant experience may include heavy civil engineering works, hydraulic structures, major earthworks, mass concrete works, large structural concrete construction, or projects involving complex construction interfaces and multidisciplinary coordination **in excess of R100 million**. Comparable projects include: **Heavy Civil Engineering:** Highways, major bridges, tunnels, bulk conveyance systems, large wastewater treatment works **Hydraulic structures:** Dams, spillways, outlet works, intake towers, pump stations and flood control structures **Major Earthworks:** Embankment dams, bulk excavations, engineered fill and ground Improvements **Mass concrete works:** Gravity dams, powerhouse foundations, large retaining structures Large structural concrete construction: Reinforced concrete bridges, culverts, reservoirs, treatment works		
	2.4.1	**Geographical** 2.0 for every qualifying construction project built in RSA 1 for or every qualifying construction project built in southern Africa 0.5 or every qualifying construction project built elsewhere		2
	2.4.2	Comparable heavy Civil Engineering Construction, hydraulic structures, major earthworks, mass concrete works or large structural concrete construction projects (1.0 points for every Comparable project)		2
	2.4.3	Comparable heavy complex structures with multidisciplinary coordination 1.0 points for every qualifying project		2
	2.4.4	Construction of Category II or III dams 1.0 points for every Category II or III Dam		3
	2.4.5	References: 0.5 points for the following: • every Reference Letter from the client on current qualifying projects, or; • Performance Certificate or Taking-Over Certificate for every completed qualifying project, or; • Completion Certificate for every completed qualifying project		3
	2.4.6	The Tenderer must submit appropriate information to indicate the extent to which his construction history has been amicable (**Form Y)**		-

Clause	Addition or Variation to Standard Conditions of Tender			
		No Litigation History Litig0ation history against Tenderer < R 10 Mill Litigation history against Tenderer > R 10 Mill	(0) (Minus 2) (Minus 3)	
	2.5	**Proposed Programme and Methodology**		**43**
	2.5.1	Points will be awarded for the Contractor's proposed programme to be included in **Form L.** The degree of detail to be shown on the programme shall support the bidders methodology.		
		The programme lists all activities and indicates the critical path, total float, sub-contractor works and non-working times.	(8)	8
		The programme lists all activities and indicates the critical path	(6)	
		The bidder simply follows the indicative programme	(4)	
		The program is poor and is unlikely to satisfy project requirements. The activities are not linked, does not list all activities and has no critical path	(1)	
		Failed to submit proposed programme	(0)	
	2.5.2	Points will be awarded for the Tenderer's proposed Method statements **(Forms N).** Forms N1 – N17 will form the Tenderers methodology to complete the works.		35
		Form N1	Borrowing of fill materials	0.5
		Form N2A & B	Upgrade and maintenance of main access road Haul roads: layout, construction & maintenance	0.5
		Form N3	Manufacture of conventional concrete (CVC)	1.0
		Form N4A	Dam body excavation	2.0
		Form N4B	Spillway and return channel excavation	0.5
		Form N5	Foundation grouting	2.5
		Form N6	Water handling strategy	2.5
		Form N7A, B & C	Drilling, grouting & placement of dowel bars	1.5
		Form N8	Construction of ogee.	2.0
		Form N9	Hardfill manufacture	4.5
		Form N10	Hardfill placement	4.5
		Form N11A	Joints and waterstops in Hardfill	1.0
		Form N11B	Joints and waterstops in spillway	1.0
		Form N12	Concrete works in slabs, walls, etc	2
		Form N13	Forming embankments (fills and drains)	0.5
		Form N14	Construction of the Inlet Works	2.0
		Form N15	Supply and installation of pipework	1
		Form N16	Construction of galleries	2
		Form N17	Slip Forming of concrete upstream face	3.5
	2.6	**Quality Management (Form V)**		**3**
		Tenderer to include their quality assurance plan in the form as described above.		(3)
	2.7	**Environmental Management (Form W)**		**2**
		Points will be awarded for the Contractor's formal document containing a statement or objective outlining their (legal) practice or commitment to Environmental management		(2)

Clause	Addition or Variation to Standard Conditions of Tender

2.8	**Health and Safety Performance (Form U)**			**4**
	Allocate points on DIFR (as per NOSA star rating) for any contract above R 150 million:			
	4 Star – DIFR < 2 3 Star – DIFR < 3 2 Star – DIFR < 4 1 Star – DIFR < 5			(4) (3) (2) (1)
2.9	**Financial Standing (Forms G)**			**12**
	The Tenderer must submit appropriate information to indicate the adequacy of the financial resources available to the company / joint venture.			
2.9.1	**Current assets : Current liabilities ratio**			(3)
	> 2 : 1	(3)	Ratio's in between will be pro-rata of the score	
	> 1.5 : 1	(2)		
	1 : 1	(1)		
	1 : 2	(0.5)		
2.9.2	**Gearing Ratio (Debt Equity Ratio)**			(3)
	> 150%	(0)		
	101-150%	(0.5)		
	76-100%	(1)		
	50-75%	(1.5)		
	< 50 %	(3)		
2.9.3	Average gross revenue per annum from construction projects over the last 3 years is at least R 100 million. 1.0 point for R 100 million thereafter 1.0 point for every R 100 million.			(4)
2.9.4	Letter from a reputable South African bank, credit provider or insurance company **confirming that they would provide a Performance Guarantee to the tenderer** to the amount of 10% of the tender amount. If yes, then 2 points. If no, then 0 points.			(2)
	TOTAL SCORE			**100**

Scoring method statements (Items 2.5.2, 2.6 and 2.7) will be as follows, with the % score multiplied by the allocated points for each method statement, rounded to two decimal places

Rating	Technical approach and methodology
Very Poor (score 0)	Failed to adequately address a meaningful approach, or no response.
Poor (score 30%)	The technical approach and / or methodology is poor / is unlikely to satisfy project requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 60%)	The approach is generic and not tailored to address the specific activity. The approach does not adequately deal with the critical characteristics of the project.
Good (score 80%)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Very Good (score 100%)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology fully details ways to produce high quality products

Clause	Addition or Variation to Standard Conditions of Tender
	The technical evaluation will be scored independently by the panel of evaluators. The number of tender evaluation points for quality (N_Q) will be determined in accordance with Clause 6.11.9 of SANS 10845:2022-3 using the following formula: $N_Q = 100 \times S_O / M_S$ Where: S_O is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission which equals 100. The Minimum Conditions of Tender that tender offers must attain to be deemed responsive is **70 out of 100. Only Tenderers scoring ≥ 70 points will be evaluated further in Stage 3.**
C.3.11	**Stage 3: Evaluation for Price and Preference** Method 3 of Clause 6.11.4 of SANS 10845:2022-3 will be applied for evaluation of this tender to determine the Total Tender Evaluation Points (T_{EV}) for each tenderer. Method 3: Financial offer and preferences a) Score each tender in respect of the financial offer made and the preferences claimed, if any in accordance with the provisions of SANS 10845:2022-3 Clause 6.11.7 and 6.11.9, b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data: $T_{EV} = N_{FO} + N_P$ Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845:2022-3 Clause 6.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with SANS 10845:2022-3 Clause 6.11.8; c) Rank tender offers from the highest number of tender evaluation points to the lowest, and d) Recommended the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process shall be repeated. The procedure for Stage 3 of evaluation is as follows: a) Price …….90 b) Preference/Specific goals ……10 **Price Score** Score the financial offers using the following formula as per SANS 10845:2022-3 Clause 6.11.7 and the Preferential Procurement Regulations, 2022:

Clause	Addition or Variation to Standard Conditions of Tender

N_{FO} = W_1 x A

Where:

N_{FO} equals the maximum possible number of tender evaluation points for the financial offer

$$A = \left(1 - \frac{P - P_m}{P_m}\right)$$

P equals the comparative offer for the tender under considerations;

P_m equals the comparative offer of the most favourable comparative offer, and

W_1 equals the maximum possible number of tender evaluation points awarded for the financial offer which equals 90 where financials inclusive of VAT of one or more responsive tenders received have a value in equals or more than R 50 000 000.00

NB! Price will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality (for the year ending June 2027) Clause 91.4 which states ***"Where the bid price offer is ten percent (10%) 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, severe impact on service delivery and delays in completion of projects within projected time period."***

Preference Points

Tenders will be evaluated in terms of SANS 10845:2022-3 Clause 6.11.8 and the Supply Chain Management policy of the O. R. Tambo District Municipality (for the year ending June 2027).

A 90/10-point system shall apply where 90 points are 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	4
Promotion of 100% Women-owned enterprises	2
Promotion of 100% Youth-owned enterprises	2
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	2

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.

The lowest tender will not necessarily be accepted, and the Municipality reserves right to accept the or part of any tender or not to consider any tender not suitably endorsed.

Clause	Addition or Variation to Standard Conditions of Tender
C.3.13.1	**Acceptance of tender offer** Add the following Tender Offers will only be accepted if: a) All the documents listed in Clause C.2.5 were submitted; b) The tenderer has not: - Abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; and c) The Contractor submitting the tender may not be under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt of fraudulent practices; d) the Tenderer has the legal capacity to enter into the contract e) the Contractor submitting the tender is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has not suspended his business activities, or is subject to legal proceedings in respect of the foregoing f) the Tenderer complies with the legal requirements stated in the Employer's procurement policy g) the Tenderer possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract h) the tender offer is signed by a person authorised to sign on behalf of the Tenderer i) more than one tender may not be submitted by a tenderer. Each tenderer shall submit only one tender for the same project, either individually as a tenderer or as a partner in a joint venture. No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits or participates in more than one tender will cause all the proposals in which the tenderer has participated to be disqualified. j) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely -Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In terms of Clause 6.13, the client (Employer) shall be responsible for the following in order to ensure compliance with the provisions of the Act: a) to prepare health and safety specifications for the construction work and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same. b) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

Clause	Addition or Variation to Standard Conditions of Tender
	c) to ensure that potential principal contractors (Contractors) submitting tenders, have made provision for the cost of health and safety measures during the construction process. In terms of Clause 6.13, the Tenderer shall submit with his tender a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details: 1) Management structure, site supervision and responsible persons including a succession plan. 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site. 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. 4) Regular monitoring procedures to be performed. 5) Regular liaison, consultation and review meetings with all parties. 6) Site security, welfare facilities and first aid. 7) Site rules and fire and emergency procedures. Tenderers are to note that the appointed 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 appointed Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project. The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document) within 14 days from the Commencement Date of the contract. k) Only Contractors capable of testing and commissioning of plant and equipment to the quality standards required under this tender will be considered. Materials and components used by the Contractor shall comply with the requirements of the specification and, in addition, shall be of demonstrated quality for the purpose for which they are intended. Tenderers will be required, to understand and demonstrate compliance with these requirements by the submission of their Quality System at the time of tender. The Quality System shall take the form of a coordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures and work instructions that demonstrate the Contractor's implementation of the requirements of IS0 9001/2000 Code for Quality Management Systems. The Tenderer shall submit an assessment report on his Quality System with his tender. The assessment report shall be issued by an independent quality assurance authority and shall be carried out not more than 12 months prior to the date of submission of this tender. The Tenderer shall also provide evidence of any valid ISO/SABS accreditations at the time of tender submission. The Tenderer shall at the time of tender submit the names of all staff responsible for administration of the Contract, the quality assurance procedures, and control of the quality of material and components to be used in the manufacture of the plants and equipment. Curriculum Vitae for each employee nominated and the Quality Manager responsible for implementation of the Quality System shall also be submitted.
C.3.13.2	Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity

Clause	Addition or Variation to Standard Conditions of Tender
	period stated in the tender data or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.
C.3.13.3	After the successful tenderer has acknowledged the Employer's notice of acceptance, after written request, the Employer will notify the tenderers that their tender offers have not been accepted on the O. R. Tambo District Municipality's website: www.ortambodm.gov.za, by listing the successful tender.
C.3.13.4	**The Tenderer (now Contractor) and the Employer accept and acknowledge that by signing and witnessing the Form of Offer and Acceptance, they have read, accepted and acknowledged that each page of the original Tender Document (now Contract Document), including Volume 1 and Volume 2 and/or any Schedule of Deviations and/or Addenda, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, form part of the Contract between the Contractor and the Employer.**
C.3.14	If necessary, revise documents that shall form part of the Contract and that were issued by the Employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations is attached to the form of offer and acceptance, if any.
C.3.17	The number of paper copies of the signed Contract to be provided by the Employer is 1.
C.3.18	Add the following new Clause: Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

C.4	Additional Conditions applicable to this Tender
C.4.1	**Subcontracting as condition of tender** O.R. Tambo District Municipality will apply subcontracting as a condition of Contract to advance designated groups for this Contract. The successful tenderer must subcontract a minimum of 30% of the Designated Contract Price* to an EME or QSE which is at least 51% owned by: a. black people; b. black people who are youth; c. black people who are women; d. black people with disabilities; e. black people living in rural or underdeveloped areas or townships; f. a cooperative owned by black people; or g. black people who are military veterans. * The calculation of the value of the minimum of 30% of the Designated Contract Price which must be subcontracted to the Designated Group defined above, hereinafter referred to as the "Designated Group Value", excludes the following items which have been identified in the Schedule of Quantities:

C.4	Additional Conditions applicable to this Tender
	1) scheduled preliminary and general items; 2) provisional sum items; and 3) the material (supply only) cost of all concrete and reinforcement steel which shall be procured from an accredited supplier. The Designated Group Value will include the following: 1) Local labour resources; 2) Local suppliers; and 3) Subcontracts to a Designated Group.
C.4.2	**Invalid Tenders** Tenderers shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances: a) If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data). b) If the tender is not completed in non-erasable ink. c) If the offer has not been signed d) If the offer is signed, but the name of the Tenderer is not stated or is indecipherable.
C.4.3	**Claims arising after submission of Tender** No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have: 1) inspected the Contract drawings and read and fully understood the Conditions of Contract, 2) read and fully understood the whole text of the Scope of Work and pricing data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract, 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby, and 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the pricing data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
C.4.4	**General** 1. This contract will be governed by O.R. Tambo District Municipality "Supply Chain Management Policy" (for the period ending June 2027) as outlined in this document only and not any condition supplied by the Tenderer. 2. The quantities called for in this tender are an estimated quantity and O.R. Tambo District Municipality reserves the right to take more or less than the quantity specified.

C.4	Additional Conditions applicable to this Tender
	3. Only tenders on O.R. Tambo District Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. Failure to do so will invalidate such tender. 4. It must be clearly understood by the Tenderer, that no order/s for such commodities or services required by the O.R. Tambo District Municipality will be recognized by the Tenderer unless an O.R. Tambo District Municipality official order is issued and it is further understood that O.R. Tambo District Municipality will not accept responsibility for any payment to the Tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to O.R. Tambo District Municipality, Finance Department. 5. Should it be considered necessary by the Tenderer, in the interest of design, quality or inspection for whatever reason that O.R. Tambo District Municipality official should proceed to other canters for inspection purposes, such costs shall be for the account of the Tenderer. 6. SERVICE PROVIDER (SP) TAX STATUS WILL BE VERIFIED ON CSD; IN THE EVENT THAT YOUR TAX STATUS INDICATE NON-COMPLIANT YOUR TENDER WILL BE DISQUALIFIED 7. TENDERER'S FINANCIAL DETAIL a. In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing. b. A third-party credit bureau check will be used to determine the credit worthiness of the Tenderer. c. The financial standing of the Tenderer will be assessed by third party credit checks on the main contractor d. An analysis of the Tenderer financial standing will be conducted by third party for the purposes of establishing the Tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the Tenderer be awarded the contract. e. Tenders that do not meet O.R. Tambo District Municipality's financial requirements as per third party assessment, will be disqualified from further assessment
C.4.5	**Demonstrations and Inspections** 1. All Tenderers must be prepared to demonstrate where required, free of charge and obligation, at O.R. Tambo District Municipality or any other area within the boundary of O.R. Tambo District Municipality, any items offered in this tender. 2. Where officials are required to attend demonstrations or inspections outside the Provincial Municipality boundary of Limpopo, all costs to attend such demonstration must be borne by the Tenderer.
C.4.6	**Deliveries, Completion and Penalties** 1. Delivery date to be negotiated on placing the order. 2. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document. 3. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications, and the tenderer will be held responsible for all costs involved.
C.4.7	**Payments** 1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error. 2. Tenders must clearly state all settlement and trade discounts. 3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the delegated official of O.R. Tambo District Municipality.

C.4	Additional Conditions applicable to this Tender
	4. O.R. Tambo District Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and O.R. Tambo District Municipality reserves the right to consider compensation at its own terms.

END OF SECTION

PART T2: RETURNABLE DOCUMENTS

PART T2.1: LIST OF RETURNABLE DOCUMENTS

FORMS

Form A	**CERTIFICATE OF ATTENDANCE AT SITE MEETING**	**T2.2-2**
Form B	**INDEMNITY FORM FOR SITE INSPECTION MEETING**	**T2.2-3**
Form C	**STATUS OF ORGANISATION SUBMITTING THE TENDER**	**T2.2-4**
Form D	**CERTIFICATE OF AUTHORITY FOR SIGNATORY/JOINT VENTURE**	**T2.2-6**
Form E	**CERTIFICATE OF REGISTRATION WITH CIDB**	**T2.2-8**
Form F	**EXPERIENCE OF TENDERER**	**T2.2-9**
Form G	**FINANCIAL RESOURCES**	**T2.2-13**
Form H	**ORGANISATIONAL CHART**	**T2.2-18**
Form I	**KEY PERSONNEL**	**T2.2-19**
Form J	**INFRASTRUCTURE, PLANT AND EQUIPMENT**	**T2.2-21**
Form K	**PROPOSED SUBCONTRACTORS**	**T2.2-24**
Form L	**TENDER PROGRAMME**	**T2.2-25**
Form M	**ESTIMATED MONTHLY EXPENDITURE**	**T2.2-27**
Form N	**METHOD STATEMENTS**	**T2.2-28**
Form O	**AMENDMENTS/TECHNICAL ALTERNATIVES PROPOSED BY TENDERER**	**T2.2-30**
Form P	**RECORD OF ADDENDA TO TENDER DOCUMENTS**	**T2.2-31**
Form Q	**CERTIFICATE OF NON-COLLUSIVE TENDER**	**T2.2-32**
Form R	**BRIBERY AND CORRUPTION DECLARATION**	**T2.2-33**
Form S	**LITIGATION HISTORY**	**T2.2-34**
Form T	**FORM OF INTENT TO PROVIDE A PERFORMANCE SECURITY**	**T2.2-35**
Form U	**OHS MANAGEMENT SYSTEM**	**T2.2-36**
Form V	**QUALITY ASSURANCE POLICY STATEMENT**	**T2.2-38**
Form W	**ENVIRONMENTAL MANAGEMENT POLICY**	**T2.2-39**
Form X	**CONTRACTOR'S ESTABLISHMENT ON SITE**	**T2.2-40**
Form Y	**INTENT TO PROVIDE DETAILED BREAKDOWN OF TENDERED RATES**	**T2.2-41**
Form Z	**EXTEND OF CONSTRUCTION HISTORY**	**T2.2-42**

COMPULSORY ENTERPRISE QUESTIONNAIRE ……T2.2-43

SBD 1 BID FORM ..... ……T2.2-44

SBD 4 DECLARATION OF INTEREST T2.2-46

SBD 5 DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION..... T2.2-49

SBD 6.1 PREFERENCES POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2022..... T2.2-51

SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS T2.2.55

SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES..... T2.2-59

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION T2.2-61

Note: Wherever the words "plant" and "construction plant" are used they shall have the same meaning as "Construction Equipment" as defined in the Conditions of Contract.

END OF SECTION

PART T2: RETURNABLE DOCUMENTS

PART T2.2: RETURNABLE DOCUMENTS

GENERAL

The Tenderer is required to submit with his Tender by way of the Returnable Documents in this Section all the details as listed below.

Should the space available on any of the Returnable Documents be inadequate, the Tenderer shall append such supplementary sheets as he deems necessary to comply with the Tender requirements. Such supplementary sheets shall display the Tender/Contract Number and be properly cross-referenced and firmly appended to the relevant Returnable Document or otherwise included as such that they will not inadvertently be detached from the Tender.

References given are for guidance only and not necessarily exclusive of other pertinent information in the Documents.

It is in the Tenderer's best interests to provide clear, complete information in the Returnable Documents. Incomplete or unclear information may adversely affect the evaluation and reduce the Tenderer's score.

Each page of each Returnable Document, including any supplementary sheets, shall be duly signed and dated by the Tenderer. Unsigned forms will incur zero scoring.

Form A: CERTIFICATE OF ATTENDANCE AT TENDER SITE INSPECTION

This is to certify that *(tenderer)* .....

of (address) .....

was represented by the person named below at the compulsory tender site inspection for the Construction of Ntsonyini Ngqongweni Off-Channel Storage Dam – Contract 2 on **.....** starting at ……h…..

I acknowledge that the purpose of the meeting was to acquaint myself with the site conditions, scope of works, available site facilities in order for me to take account of everything necessary to compile a responsive bid, prepare methods a tender programme and to price realistic rates in the tender.

Particulars of person attending the meeting:

Name: ..... Signature: .....

Capacity: .....

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

At the guesthouse:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

On site:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

O.R. TAMBO DISTRICT MUNICIPALITY

Form B: INDEMNITY FORM FOR SITE INSPECTION MEETING

CONTRACT NO: MIS 266 088 B
PROJECT

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

INDEMNITY FORM - INDIVIDUAL

TO WHOM IT MAY CONCERN

The following persons will attend the compulsory site inspection to tender for Contract No. MIS 266 088 B - Construction of Ntsonyini Ngqongweni Off-Channel Storage Dam – Contract 2:

(Name) ……..… (ID)…….……. (Signature) …….....

(Name) ……..… (ID)…….……. (Signature) …….....

(Name) ……..… (ID)…….……. (Signature) …….....

(Name) ……..… (ID)…….……. (Signature) …….....

They will act as representatives of the Tenderer,

.....
(Name of Tenderer)

Of .....
(Address of Tenderer)

(hereinafter called "the Tenderer"). The Tenderer hereby indemnifies the Employer and its personnel, contractors and agents from and against all liability in respect of their entering into and being conveyed by any vehicle airborne or otherwise and entering upon any premises or lands and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs, and expenses however caused, which, but for the Employer's permission for the Tenderer to exercise the right to enter and be conveyed by any vehicle or otherwise or enter such premises or lands, would not have arisen and whether or not caused by the negligence of the Employer.

Signed on this .....day of .....20.....

At .....(Place)

Form C: STATUS OF ORGANISATION SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

2. Information to be Provided

	If the Tendering Entity is a:	Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act,1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 -Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61of 1973 (including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR2 -Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011)
7	7 Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a certified copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement)

Note:

1.) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.

2.) Include a copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered For VAT Purposes In Terms Of The Value-Added Tax Act, (Act Nr. 89 of 1991)

(Make an X in the appropriate space below)

Yes	
No	

VAT REGISTRATION NO: .....

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form D: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Form D1: GENERAL CERTIFICATION

Signatories for Companies, Partnerships or Close Corporations must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. An example is shown below for a Company:

"By resolution of the Board of Directors at a meeting on ..... 20…... at.....
Mr/Ms .....
whose signature appears below, has been duly authorised to sign all documents in connection with this Tender for **Contract No MIS 266 088 B** and any contract which may arise there from, on behalf of *(company, block capitals)*

....

SIGNATURE OF RESPONSIBLE PERSON OF COMPANY: .....

IN HIS CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY AUTHORISED TO
SIGN ON BEHALF OF COMPANY: .....

WITNESSES: . .....

(NOTE: This is a typical example of an authority for signature. Signatures of both Responsible Person and authorised Signatory are required on the certificate provided by the Tenderer)

Form D: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Form D2: JOINT VENTURE CERTIFICATION

Individual signatories for joint ventures must establish their authority thereto by attaching a copy of the relevant resolution of their individual Board of Directors, Members or Partners duly signed and dated as per Form D1 and complete the below joint declaration.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms. ..... of .....

....

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
..... Lead Partner ..... CIDB registration number:	....	..... Signature ..... Name ..... Designation
..... Partner ..... CIDB registration number:	....	..... Signature ..... Name ..... Designation

Form E: CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

Only certificates for the specified 9CE are applicable. Applications or acknowledgement of applications by CIDB, will only be acceptable if it is certain that the application will be successful and a certificate will be issued before award of the contract.

O.R. TAMBO DISTRICT MUNICIPALITY

Form F: EXPERIENCE OF TENDERER

Form F1: SCHEDULE OF APPLICABLE 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. In addition to any requirements, Tenderers must furnish particulars of all construction works of similar nature to the proposed project completed by the Respondent in the last ten years.

Project Description	Contract Value (VAT excl)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organisation:	Tel No:

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

O.R. TAMBO DISTRICT MUNICIPALITY

Form F: EXPERIENCE OF TENDERER

Form F2: SCHEDULE OF CURRENT PROJECTS

Provide the following information of all construction works currently undertaken by the Tenderer.

Project Description	Contract Value (VAT excl)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organisation:	Tel No:

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

Form F: EXPERIENCE OF TENDERER

Form F3: PROJECT DETAIL (One sheet to be completed per project listed in forms F1 and F2)

Project Name:		**Country**
Location within Country:		**Project Type**
Name of Client:	**Name of funder/financier:**	**Volume Description**
Client Address: ● ● ●		**Duration of Construction:**
Client Contact Person (Name and Position):	**Client Contact Telephone and Fax Number**: ● Tel: Email:	**Total Project Value** (US$ or Rand value at completion date, or date stated):
Start Date (Month/ Year)	**Completion Date** (Month/ Year)	**Value of Work Completed by Contractor** (in Current US$ or Rand value, or at date stated):
Completed on Programme?	**Details of late completion?**	**Value of Claims as a % of Contract Value** (approximate)
Name of associated/JV Contractors, if any:		**Value of Work Completed by associated Contractors:**
Name and Type of associated Sub-Contractors, if any:		**Value of Work Completed by associated Sub-Contractors:**
Name of Contractor's Senior Staff on Project and functions performed:		
Narrative description of Project (Outline of project and general component sizes, volumes of materials, indicative programme and maximum rates of production achieved, etc)		
Description of actual construction work carried out by contractor:		

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

Form F: EXPERIENCE OF TENDERER

Form F4: PROJECT REFERENCE

Tenderers shall attach hereto any reference letters from the Clients on current large projects and Performance or Taking-Over Certificate for every completed qualifying projects to corroborate successful completion of projects. The submittals shall be summarised in the table below.

No	Year	Project/ Name	Client Letter	Performance Certificate	Taking over Certificate

SIGNATURE: .....……....…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form G: FINANCIAL RESOURCES

The Tenderer must demonstrate that he has access to or has available liquid assets, unencumbered real assets, lines of credit and other financial means other than any contractual advance payments to meet the cash flow demands on a project of this nature. Acceptable proof will constitute a report from its Auditor(s) as well as Summary Income Statement and Balance Sheets for the previous three (3) years for the company or for all members of a joint venture. Authorisation by signature of the Auditor is required on the above stated report.

To this end, the Tenderer is required to submit the information specified in Forms G1 to G3.

In supplying the information, the following definitions will apply:

"Balance Sheet Date" means that date to which the company's latest available audited financial statements have been prepared. Financial statements should not be older than three (3) years.

"Current Assets" includes the following assets at the Balance Sheet Date:

1. Inventory, Work in Progress and Earnings in excess of billings;
2. Trade and other receivables expected to be realised within one year of the Balance Sheet Date;
3. Other financial assets including securities not intended to be retained and capable of being readily realised, advance payments on the purchases of current assets and expense prepayments expected to be used up within one year of the Balance Sheet Date; and
4. Cash on hand, positive bank balances, demand deposits and cash equivalents such as short-term highly liquid investments readily convertible to cash.

"Current Liabilities" includes, as at the Balance Sheet Date, all obligations payable on the demand of the creditor and those parts of the following obligations whose liquidation is expected within one year of the Balance Sheet Date:

1. Trade and other payables including trading liabilities, accrued expenses, deferred revenues and advances from customers, Billings in excess of Earnings;
2. Provisions including accruals for contingencies;
3. Current portions of Long-term liabilities;
4. Provision for taxes payable;
5. Other short-term liabilities not included under the other current liability categories; and
6. Bank overdraft cash balances.

"Total Assets" includes all of the assets, including leased assets, of the company as at the Balance Sheet Date with the exception of intangible assets.

"Total Liabilities" includes all of the liabilities of the company at the Balance Sheet Date.

"Gross Revenues" includes net invoiced amounts in each financial year.

"Net Income" means income after all expenses, including interest, taxation, and dividends payable on any redeemable preference shares (but before provision for other dividends payable) as disclosed in the audited annual financial statements of the company.

Auditor's Report to the Employer

The Tenderer shall submit the information required in **Schedule G1** and auditor's reports in the form as required in **Schedule G2** in respect of the company or each member of the joint venture. The auditor shall be a member of a recognised accountancy body, which body shall be a member of the International Federation of Accountants. In case of a Closed Corporation, the financial statements are to be authorised by signature of the Accounting Officer.

SIGNATURE: .....……....…….. DATE: …….....

(of person authorised to sign on behalf of the Tenderer

Form G: FINANCIAL RESOURCES

Form G1: FINANCIAL STANDING

1. Capital:

   Authorised: .....

   Issued .....

2. Annual value of construction work undertaken for each of the last five years and projected for current year:

YEAR:	CURRENT	2026	2025	2024	2023	2021
RSA:						
ABROAD:						

3. Approximate value of work in hand:

   .....

4. Please attach copies of the company's previous five years accounts (profit/loss, assets/liabilities) and other financial data that you consider useful (Refer to evaluation criteria)

   List all attachments: .....

5. Name and address of bankers from whom references can be obtained:

   Name of Financial Institution: .....

   Account Number: .....

   Branch Name: .....

   Branch Code: .....

   Account Type: .....

   Contract Person: .....

   Telephone Number: .....

   Fax Number: .....

   e-mail: .....

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

Form G: FINANCIAL RESOURCES

Form G2: AUDITOR'S REPORT TO THE EMPLOYER

Summarised Balance Sheet as at: …….....……

	Year 1	Year 2	Year 3
1. Current assets (a) Inventory, Work in Progress and (b) Excess of billings (c) Trade and Other Receivables (d) Other financial assets (e) Cash and Cash equivalents			
2 Current Liabilities (a) Trade and other payables (b) Provisions (c) Current portion of Long-term liabilities (d) Current Taxation payable (e) Other short-term loans (f) Bank overdraft			
3 Total Assets (a) Current assets (b) Non-current assets			
4 Total Liabilities (a) Current liabilities (b) Non-current liabilities			
5 Average Gross Revenue from Civil Engineering contracts in the last 3 Financial years up to the Balance Sheet			
6 Total Net Income in the last 3 years up to the Balance Sheet Date			

Enter the ratios required in Table 1 on the following page for each of the 3 years for which financial data is being provided.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

Form G: FINANCIAL RESOURCES

Form G3:SOURCE OF FINANCING

The Tenderer shall specify his proposed sources of financing such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments, net of current commitments, available to meet:

1. A construction cash-flow requirement of R 50,000,000 (Fifty million) ; and
2. The overall cash-flow requirements for this Contract and the Tenderer's current work commitment.

NO.	SOURCE OF FINANCING	AMOUNT (RAND EQUIVALENT)
1		
2		
3		

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

Form H: ORGANISATIONAL CHART

The Tenderer shall submit with his tender a chart summarising his organisation as it will pertain to the Construction of Ntsonyini Ngqongweni Off-Channel Storage Dam – Contract 2. The chart shall be divided into two separate sections, one describing the Head Office organisation, and the other describing the Tenderer's proposed site organisation indicating the proposed structure, staff members and positions necessary to adequately manage and control the Works. It shall further indicate sub-contracted personnel and in the case of Joint Ventures the parent company of each person.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form I: KEY PERSONNEL

Form I1: KEY PERSONNEL LIST

I/We hereby notify you that it is my/our intention to employ the following personnel for work in this project. If I/we am/are awarded a contract I/we agree that this notification serves to bind.

	NOMINEE		ALTERNATE	
POSITION	**NAME**	**QUALIFICATION**	**NAME**	**QUALIFICATION**
Project Director *				
Site Representative*				
Contract/Commercial Manager *				
Technical Manager *				
Hardfill Mix Designer *				
Environmental Officer *				
Health and Safety Officer *				
Programming Engineer *				
Quality Manager *				
Quantity Surveyor				
Labour Officer *				
Drill and Blast Engineer*				
Plant Manager				
Production Manager (Concrete)				
Production Manager (Earthworks)				
Senior Foreman (Concrete)				
Senior Foreman (Earthworks)				
Mechanical equipment manager				
Electrical/Instrumentation Manager				

NOTES :

1) The Tenderer shall list in this Schedule the key personnel as listed above by position (including first nominee and the second choice alternate) which he will employ from Head Office and from Site Office to direct and execute the Work, together with, inter alia, their qualifications, experience, positions held, their nationalities and linguistic ability. Curriculum vitae of the above noted persons are to be included in **Form I 2**
2) The first nominee or his alternate shall not be changed without the prior approval of the Employer.
3) The titles of the above designations may be altered to suit the organisation's structures.
4) * CV's of these persons required for Tender Stage

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form I: KEY PERSONNEL

Form I2: KEY PERSONNEL CURRICULUM VITAE

Curriculum Vitae of the Tenderer/Contractor's personnel listed in Schedule I 1 and marked with an asterisk shall be submitted in the following form:

Proposed position:			
Name of firm:			
Name of key person:			
Profession:			
Date of birth:			
Years with firm:			
Nationality:			
Qualification/Education:			
Membership of professional institutions:			
Countries of work experience:			
Languages:			
Total years of experience:			
Employment record:	Period	Company	Position
Key experience:	Narrative of general experience		

Relevant Construction Experience (Provide the following details for each project)

Name of Project :	
Project Duration:	
Location:	
Client:	
Project Description:	
Value of Project:	
Position & Duties:	

Certification: I, the undersigned, certify that, to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I am available and willing to serve in the position indicated for me in this Project.

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form J: INFRASTRUCTURE, PLANT AND EQUIPMENT

(a) The Respondent shall provide below information on his offices, factories, yards and warehouses occupied by the Respondent

Description	Address	Area (m^2)	
		Yard	Building

Attach additional pages if more space is required

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available or will acquire or hire for this contract if my/our tender is accepted. **Proof must be attached. Proof such as municipal accounts or rental agreements will be included.**
Include, amongst others, the following:

1) Concrete Batching and Mixers Units (capacity >100m³/hr)
2) Rock Excavation and Earthworks Equipment
3) Roller Compacted Concrete Formwork and Placing Equipment
4) Formwork
5) Drilling and Grouting Equipment
6) Tower Cranes
7) Mobile Cranes
8) Site Testing Laboratory Equipment
9) Truck Mixers
10) Quarry and Aggregate Crushing Equipment

(b) Details of major equipment that is owned by and immediately available.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Proof of ownership of equipment should be provided.

(c) Details of major equipment that will be hired or acquired **locally** if my/our tender is accepted. **Proof must be attached. Proof of plant to be hired should be listed and on a letter from a rental company confirming that the plant is available and will be hired if contract is awarded to tenderer.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(d) Details of major equipment that will be acquired **internationally** if my/our tender is accepted. **Proof must be attached. Proof of plant to be hired should be listed and on a letter from a rental company confirming that the plant is available and will be hired if contract is awarded to tenderer.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form K: PROPOSED SUBCONTRACTORS

The following specialist subcontractors shall be appointed for work in this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY Reg No. & CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR
		Drilling and Grouting
		Concrete supplier
		Quarry and Crushing
		Cement Supplier
		Fly Ash Supplier
		Tower Crane
		Materials Testing Laboratory
		Pipework
		RCC/Hardfill specialist

Note: It is a requirement of this contract that the names of proposed subcontractors for the work listed above must be provided with the Tender. Indicate "in-house" where a subcontractor will not be used.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form L: TENDER PROGRAMME

The Tenderer shall attach a Tender programme reflecting the assumed commencement date, proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Tender, requirements of the Project Specifications and with all other aspects of his Tender. The programme shall provide sufficient information on the Contractor's intentions regarding his establishment, deployment of staff and equipment, start and completion dates of all activities including assumed production rates and shall also demonstrate the Contractor's appreciation of the interdependency of activities as well as the critical path of the works.

The programme shall be submitted as two hard copies in MS Project (A3 size) as well as 1 x electronic copy, version 2020 or later. The Contractor may use any programming software like Primavera or CCS but MS Project shall be the format for communicating programme matters between the Contractor and the Engineer.

The entire programme shall be suitable for future expansion by the addition of more detailed programme activities for construction of the Works, for monitoring progress and changes therein, planning of critical activities and generation of progress and planning reports during the execution of the Works. The Tender Programme shall include adequate time allowances for installation of Mechanical and Electrical equipment.

The degree of detail to be shown on the programme shall support the bidders method statements to be included in the Tender. The Engineer's Indicative Programme which appears in Section 1: General of the Project Specifications, (Volume 3) is provided for information only and is not warranted in any way. No attempt has been made to optimize the sequence of activities nor availability or use of resources. The programme was sequenced as commencement of the works from June and as such takes into account seasonal challenges from June. The tenderer will have to sequence the programme taking seasonal challenges into account whilst commencing the works in the dry season.

The Tendered Contract Programme submission shall further include as a minimum:
- Activity code definitions representing the work breakdown (Portions of the Works and sub-sections);
- Activity listing; and
- Logically linked bar chart (Gantt chart).

In relation to each activity the following minimum information shall be presented:
- Identification number (ID);
- Description;
- Duration in working days;
- Early start and early finish dates;
- Calendar;
- Bar indicating early start date, early finish date and duration; and
- Total float.

Activities shall include:
- As separate activities, Procurement, Fabrication, Delivery, Installation, Testing and Tests on Completion of Plant and Contractor's Equipment;
- Submittal and approval of Contractor's Method Statements, Designs, Proposals and such like for Temporary and relevant Permanent Works; and
- Work carried out by Subcontractors divided into separate activities.

The programme shall include the following key dates:
- Letter of Acceptance;
- Submission of Securities and Contractor's Insurances
- Commencement of the works
- Issue of Taking-Over Certificate.
- Completion Date

The programme shall include the following significant dates/periods:

- Interfaces with preceding, concurrent and follow-on Subcontractors, if any;
- River Diversion phases for work for all the works downstream of the dam wall;
- Hardfill mix design and testing
- Construction of plinth block;
- Drilling and grouting;
- Construction of gallery;
- Construction of upstream concrete lining;
- Outlet works and inlet works
- Stilling Basin
- Left abutment embankment
- Activities leading to impoundment and
- Other relevant Activities.

Rapid deployment of the laboratory facilities and commencement of hardfill mix design and laboratory testing shall be a priority item with suitable test planning scheduled in sufficient detail to support first Hardfill placement within practical timeframes, inclusive of specimin curing times.

The calendars defined shall include information on shutdown periods, vacation days, other non-working time periods as well as time scheduled for exceptionally adverse climatic conditions as directed in PS12.

In support of the programme, and deemed part of proper completion of this form, the following shall be submitted:

- Computer printout presenting calendar information;
- Computer printout presenting cash flow projection. In the electronic version of the programme each relevant activity shall have costs assigned to it based on the Quantities and Tendered Rates contained in the priced Bill of Quantities, to allow the Engineer to generate various Cost Flow Projections based on "what if" analyses of the programme. In this regard, "cost" is defined as the earned value of work carried out in the relevant period; and

In support of and to substantiate the proposed Preliminary Programme the Tenderer shall provide method statements in accordance with the requirements of **Returnable Form N**.

Note:

The programme must be based on the completion time as specified in the Section 1: General of the Project Specifications, (Volume 3). No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Returnable Form O hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data

SIGNATURE: .....……..……... DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form M: ESTIMATED MONTHLY EXPENDITURE

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

MONTH	AMOUNT	MONTH	AMOUNT
1		19	
2		20	
3		21	
4		22	
5		23	
6		24	
7		25	
8		26	
9		27	
10		28	
11		29	
12		30	
13		31	
14		32	
15		33	
16		34	
17		35	
18		36	
		TOTAL	

Note:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form N: METHOD STATEMENTS

Amongst the estimated Method Statements required during construction, the Tenderer shall attached hereto Tender Method Statements for the following key construction activities with graphic presentation of intended work methods, safe working access, general quality control measures, and measures to prevent water/river pollution, etc: Each Tender Method Statement shall be labelled as indicated below.

No	Method Statement	Required for Tender	Required for Construction
	Material Handling		
1	- Borrowing of fill materials from quarries and borrow areas, excavation methods, transportation, rehabilitation, etc.	Form N1	Yes
2	- Importation of aggregates, cementitious materials, etc.	-	Yes
3	- Upgrade and maintenance of main access road to the works	Form N2A	Yes
4	- Layout, construction, and maintenance of haul roads	Form N2B	Yes
5	- Manufacture of conventional concrete (CVC), mix design, cementitious materials storage and management, mixing, cooling, conveyance, etc.	Form N3	Yes
	Foundation Preparations		
6	- Dam body excavation, including access, stockpiling, and spoil.	Form N4A	Yes
7	- Spillway and return channel excavation, including access, stockpiling and spoil	Form N4B	Yes
8	- Foundation grouting (including exploratory holes)	Form N5	Yes
	Hardfill Dam Body		
9	- Water handling strategy	Form N6	Yes
10	- Drilling, grouting, and placement of dowel bars in plinth	Form N7A	Yes
11	- Forming of drainage facilities (under drains and toe drains)	-	Yes
12	- Construction of ogee, including, shaping and level control, formwork, placing, temperature control, curing, equipment types, etc.	Form N8	Yes
13	- Hardfill manufacture, including Hardfill mixing platform	Form N9	Yes
14	- Hardfill placement, including haul roads, access ramps, vehicle cleaning, placement techniques, curing, etc	Form N10	Yes
15	- Encasement of pipes through/under dam	-	Yes
16	- Formation and installation of joints and waterstops	Form N11A	Yes
17	- Construction of non-overspill crest topping, including handrails	-	Yes
18	- Construction of Galleries		
	Spillway and Return Channel		
19	- Access – Ramps, cranage, platforms, ladders, etc.	-	Yes
20	- Concrete works in slabs, walls, etc	Form N12	Yes
21	- Formation and installation of joints and waterstops	Form N11B	Yes
22	- Drilling, grouting, and placement of dowel bars (spillway and control weir)	Form N7B	Yes
23	- Construction of control weir	-	Yes
	Embankment		
24	- Forming embankments (fills and drains)	Form N13	Yes
	Inlet Works		
25	- Access – Ramps, cranage, platforms, ladders, etc.	-	Yes
26	- Drilling, grouting, and placement of dowel bars	Form N7C	Yes
27	- Construction of the Inlet Works concrete, including lift heights, formwork, fixing of reinforcing, built in parts, etc.	Form N14	Yes
28	- Supply and installation of pipework	Form N15	Yes
29	- Supply and installation of ancillary items, such as ladders, access platforms, doors, etc.	-	Yes
	Concrete upstream Face		

No	Method Statement	Required for Tender	Required for Construction
30	Slip forming of concrete upstream face inclusive of joint forming, drainage layer placement, concrete forming, placement, compaction, surface forming, finish, curing etc.	Form N17	Yes
	Dealing with Water		
31	- Treatment and control of all contaminated return water to the river	-	Yes
32	- Water quality and quantity monitoring	-	Yes
33	- Settlement ponds and treatment of sludge	-	Yes
	Environmental		
34	- Site Layouts and environmental protection measures	-	Yes
35	- Spoil dumps and stockpiles outside basin	-	Yes
36	- Stripping and stockpiling of topsoil	-	Yes
37	- Clearing and grubbing of the basin, including removal of trees in raised basin	-	Yes
38	- Clearing and grubbing of the Works and temporary works	-	Yes
39	- Hazardous Substances Management including storage, handling, disposal, and all spillage control	-	Yes
40	- Water quality and quantity monitoring programme	-	Yes
41	- Drainage and storm water layout and control methods	-	Yes
42	- Erosion control and prevention of sedimentation	-	Yes
43	- Dust Control	-	Yes
44	- Significant leaks and spillages emergency procedures	-	Yes
45	- Environmental Awareness training	-	Yes
46	- Grouting waste management procedure	-	Yes
47	- Water abstraction from the River/s	-	Yes
	General		
48	- Road Safety	-	Yes
49	- Health and Safety Policy	-	Yes
50	- Blasting, Use of explosives	-	Yes
51	- Sewerage and sewage treatment	-	Yes
52	- Security	-	Yes
53	- Fire Control and Fire emergency procedures Security	-	Yes
54	- Rescue procedures	-	Yes
55	- Layout of the Contractor's Establishment	-	Yes
56	- Emergency Procedures (accidents)	-	Yes
57	- Induction Programme	-	Yes
58	- Bush Clearing	-	Yes
59	- Preferential Procurement	-	Yes

The Contractor shall submit detailed Method Statements and Quality Assurance Plans for all Method Statements required for construction for approval prior to commencement of any of the works activities.

SIGNATURE: .....……...……... DATE: …….....

(of person authorised to sign on behalf of the Tenderer

Form O: AMENDMENTS/TECHNICAL ALTERNATIVES PROPOSED BY TENDERER

Note: This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless this form has been completed to the satisfaction of the Employer.

We herewith propose the amendments, alternatives and discounts as set out in the tables below:

PAGE, CLAUSE OR ITEM No	PROPOSED AMENDMENTS	FINANCIAL IMPLICATIONS

Notes: ***(1) Proposals for amendments to the General Conditions of Contract and the Contract Data are not acceptable, and will be ignored;***

(2) The Tenderer must give full details of all the financial implications of the amendments, qualifications and discounts in a covering letter attached to his tender.

SIGNATURE: .....……....…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form P: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications amending the tender documents that we received from the Employer or his representative before the closing date for submission of this tender offer, have been considered in this tender offer.

ADDENDUM NO	DATE	TITLE OR DETAILS

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form Q: CERTIFICATE OF NON-COLLUSIVE TENDER

DECLARATION IN RESPECT OF AN ENTERPRISE SUBMITTING A TENDER

I/We certify that this is a bona fide tender.

I/We also certify that I/we have not done and I/we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

(a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person or instance outside this enterprise;

(b) communicate to a person or instance other than the instance calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;

(c) cause or induce any other person or instance to communicate to me/us the amount or approximate amount of any rival tender for this contract;

(d) enter into any agreement or arrangement with any other person or instance to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person or instance to enter into any such agreement or arrangement;

(e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person or instance for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

Note: An enterprise includes single concerns as well as Joint Ventures or Consortiums

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form R: BRIBERY AND CORRUPTION DECLARATION

The Employer upholds a zero tolerance on bribery and corruption and maintains the highest standard of business ethics and corporate governance in the conduct of all facets of its business. In its business relationships and interactions with suppliers, service providers and business partners, it is a prerequisite that such entities demonstrate a commitment to similar ethical and business standards. In instances where a supplier, service provider or business partner fails to comply with acceptable standards in this regard, the Employer reserves the right to terminate any existing contractual relationship with such party, and to seek recourse for any damages, financial or otherwise, that may result from the termination of such a contractual relationship.

1. The Tenderer is required to provide the following information applicable in the last 5 (five) years in relation to each of its members and/or partners which shall include the directors, employees or agents of each member and/or partner where the conduct of such person rendered the tenderer directly and vicariously responsible ("members") whether individually or as part of any other entity:

		YES	NO
1.1	Have any of its members been charged with any act of bribery and/or corruption?		
1.2	Have any of its members been convicted of any act of bribery and/or corruption?		
1.3	Have any of its members been implicated in or alleged to have been involved in any corrupt practices, collusion, bribery or related practices?		
1.4	Is there any reason to believe that a charge will be laid against a member arising from an act of bribery and/or corruption?		

2. Should any of the above questions be answered in the affirmative, full details must be furnished:

2.1	the date of the charge and the nature thereof:
2.2	the current status of the charge:
2.3	the date of conviction (if any):
2.4	the court in which the charges are being/where prosecuted:
2.5	the details of the members convicted, the facts giving rise thereto, the charges preferred against the member and the details of any judgement by the relevant court:
2.6	full details of any contract which was or is alleged to have been affected by the act of bribery and/or corruption:
2.7	any sentence imposed on the member:
2.8	full and precise details of any members implicated in any corrupt practice, collusion, bribery or related practices:
2.9	if it is believed that a member will be charged, full details of the offence and the facts giving rise to it are required:

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form S: LITIGATION HISTORY

Tenderers, including each of the partners of a joint venture, shall provide information of any history of litigation or arbitration resulting from contracts executed in the last ten years or currently under execution.

Tenderers must also include current litigations cases that have not been decided.

A separate sheet should be used for each partner of a joint venture.

Year	Award **FOR** or **AGAINST**	Name of client, cause of litigation, and matter in dispute	Disputed amount (R)

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

O.R. TAMBO DISTRICT MUNICIPALITY

Form T: INTENT TO PROVIDE A PERFORMANCE SECURITY

1 With reference to the tender of .... (hereinafter referred to as the "**TENDERER**" for **CONTRACT NO. MIS 266 088 B: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2** (hereinafter referred to as the "**CONTRACT**" for the **O.R. TAMBO DISTRICT MUNICIPALITY** (hereinafter referred to as the "**EMPLOYER**" for the tender dated ……. for an amount equivalent to 10% of the total Tender Amount.

2 I/We …….……. in my/our capacity as and hereby representing …….
(hereinafter referred to as the "**INSURER**" advise that the "**INSURER**" undertakes to provide a **Performance Security** to the **EMPLOYER** to the Employer's format included in **Part C1.2** of this document within five (5) working days of the written acceptance of the contractor's tender offer.

Thus done and signed at ..... on …… 20 ….

…….. ……
Name of signatory Capacity of authorised signatory

……. …….
As witness for and on behalf of the **insurer** who by signature hereof warrants authorisation hereto

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form U: OHS MANAGEMENT SYSTEM CHECKLIST

The Tenderer shall complete below and prepare and submit with his Tender a statement providing full and detailed particulars of the Occupational Health and Safety management policy he would propose to operate for the full duration of the Contract. This document shall be in compliance with the Section 28: OHS of the Project Specifications.

The statement shall include a management structure diagram showing details of persons responsible for implementing the policy. The draft plan shall be submitted as suitable for the work to be constructed.

		YES	NO
1.	**OHS Policy and Management**		
1.1	Is there a written company health and safety policy?	☐	☐
1.2	Does the company have an OHS Management System?	☐	☐
1.3	Is there a company OHS Management System manual or plan?	☐	☐
1.4	Are health and safety responsibilities clearly identified for all levels of staff?	☐	☐
2.	**Safe Work Practices and Procedures**		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	☐	☐
2.2	Does the company have any permit to work systems?	☐	☐
2.3	Is there a documented incident investigation procedure?	☐	☐
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?	☐	☐
2.5	Are there procedures for storing and handling hazardous substances?	☐	☐
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	☐	☐
3.	**OHS Training**		
3.1	Is health and safety training conducted in the company	☐	☐
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?	☐	☐
4.	**Health and Safety Workplace Inspection**		
4.1	Are regular health and safety inspections at worksites undertaken?	☐	☐
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?	☐	☐
4.3	Is there a procedure by which employees can report hazards at workplaces?	☐	☐

5. Health and Safety Consultation

5.1 Is there a workplace health and safety committee? ☐ ☐

5.2 Are employees involved in decision making over OHS matters? ☐ ☐

5.3 Are there employee elected health and safety representatives? ☐ ☐

6. OHS Performance Monitoring

6.1 Is there a system for recording and analysing health and safety performance statistics? ☐ ☐

6.2 Are employees regularly provided with information on company health and safety performance? ☐ ☐

6.3 Has the company ever been convicted of an occupational health and safety offence? ☐ ☐

7. Health and Safety Plan for this specific contract

7.1 Does your company's health and safety plan contain the following elements? ☐ ☐

a) Description of contract
b) OHS structure for work undertaken under this contract
c) Induction and safety training
d) Safe work practices and procedures for specific work undertaken
e) Risk assessment for specific work undertaken
f) Workplace inspection schedule for duration of contract
g) OHS consultative processes to be followed
h) Emergency procedures for specific contract
i) Incident recording and investigation procedures
j) Health and safety performance monitoring arrangements to be implemented during contract

8. NOSA Star Rating

1 Star ☐ 2 Star ☐ 3 Star ☐ 4 Star ☐

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form V: QUALITY ASSURANCE POLICY STATEMENT

The Tenderer shall prepare and submit with his Tender a statement providing full and detailed particulars of the Quality Assurance policy he would propose to operate for the full duration of the Contract.

A confirmation of compliance with any acknowledged system together with its relevant certificate, if any, to be enclosed.

The statement shall include a management structure diagram showing details of persons responsible for implementing the policy. The draft plan shall be submitted as suitable for the work to be constructed.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form W: ENVIRONMENTAL MANAGEMENT POLICY

The Tenderer shall prepare and submit with his Tender a statement providing full and detailed particulars of the environmental management policy he would propose to operate for the full duration of the Contract. This policy shall outline the (legal) practice or commitment to the following:

- Environmental management

The statement shall include a management structure diagram showing details of persons responsible for implementing the policy. The draft plan shall be submitted as suitable for the work to be constructed.

SIGNATURE: .....……....…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

FORM X: CONTRACTOR'S ESTABLISHMENT ON SITE

Note to Tenderer:
If the tenderer should require additional compensation for his obligations under SANS 1200 pay items 8.3 and 8.4 (as amended) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

Should the combined, extended total tendered for SANS 1200 pay items 8.3 and 8.4 (as amended) exceed a maximum of 10% and 15% of the tender sum respectively, the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The adjudication committee will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Conditions of Tender F.3.9.

Total tendered for:
Pay items 8.3 (Fixed Charge and Value Related Items) ....._____%

Pay Items 8.4 (Time Related Items) ....._____%

Both expressed as a percentage of the tender sum (excluding VAT)

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form Y: INTENT TO PROVIDE DETAILED BREAKDOWN OF TENDERED RATES

At the start of contract negotiations, the successful Tenderer Is required to submit a hard copy of a complete/detailed breakdown of all his and his sub contractor's rates in the Bill of Quantities, including his mark-up. This information will be required to clarify queries on rates during contract negotiation. During construction the Engineer will keep the information secure and treat this as confidential. Where necessary this information will be used to calculate and agree new or revised rates.

The detailed breakdown of each base rate must indicate the following:

- All the different resources which contribute to cost of the activity.
- What portion of each resource makes up the base rate.
- The tendered base rate for each resource.
- Markup by sub-contractor (if a subcontractor is involved in activity).
- Mark up of main contractor.

The detailed cost breakdown of all Daywork rates are also required

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

Form Z: EXTENT OF CONSTRUCTION HISTORY

The Tenderer Is required to submit a hard copy of full and accurate details setting out the nature and extent of the Tenderer's construction history for the **preceding fifteen (15) years**, including that of any proposed subcontractors where applicable. This information shall be required for purposes of evaluating the Tenderer's past performance, experience, contractual conduct, capacity, and suitability for the Works.

The Engineer shall keep such information secure and treat it as confidential, subject to any legal disclosure obligations.

Where necessary, the information may be used during contract negotiations to clarify submissions, verify experience, assess performance history, and confirm the Tenderer's capability to execute the Works.

The detailed construction history shall include, but not be limited to, the following:

- A list of all major projects undertaken during the last fifteen (15) years.
- Description and location of each project.
- Name of employer / client and consulting professional team.
- Contract value and final completed value.
- Commencement and completion dates.
- Scope and nature of works performed.
- Whether the project was completed on time and within budget.
- Details of any delays, penalties, disputes, adjudications, arbitrations, or litigation.
- Details of any contract cancellations, terminations, or defaults.
- Details of key subcontractors used.
- Contactable references for completed projects.
- Current workload and projects in progress.

The Tenderer shall also provide details of any adverse performance notices, restrictions from tendering, blacklisting, or material contractual disputes during the last fifteen (15) years.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

O.R. TAMBO DISTRICT MUNICIPALITY

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise .....

Section 2: VAT registration number, if any .....

Section 3: CIDB registration number, if any .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: The attached SBD1 must be completed for each Tendering Entity and be attached as a tender requirement

Section 7: The attached SBD4 must be completed for each Tendering Entity and be attached as a tender requirement

Section 8: The attached SBD5 must be completed for each Tendering Entity and be attached as a tender requirement

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

i) authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
iv) confirms that I/we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE: .....……...…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer

O.R. TAMBO DISTRICT MUNICIPALITY

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	MIS 266 088 B	CLOSING DATE:	03 NOV 2026	CLOSING TIME:	12H:00
DESCRIPTION	CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*					
O. R. Tambo District Municipality					
Ground Floor (Next to the Entrance)					
Myezo Park					
Nelson Mandela Drive					
Mthatha, 5099					

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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: ……...

SBD 4

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, 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, hareholder[2]):……..

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, principal 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**

SBD 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:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……

……

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

3.1 If yes, furnish particulars

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

……

……

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..

Signature

……..

Date

…….....

Position

…….

Name of Bidder

O.R. TAMBO DISTRICT MUNICIPALITY

SBD 6.1

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The highest acceptable tender will be used to determine the accurate system once tenders are received.

c) The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

1.3 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.

1.4 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) **"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 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed by Tenderer (To be completed by the Tenderer)
Promotion of 51% Black-owned enterprises	4	
Promotion of 100% Women-owned enterprises	2	
Promotion of 100% Youth-owned enterprises	2	
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	2	

The following documents shall be submitted to prove compliance with the above Specific Goals where claimed:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- 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.
- A copy of a valid lease agreement where the bidder does not own the property from which they are operating.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…….

5.2. Company registration number: ……...

5.3. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

5.4. 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:

1 The information furnished is true and correct;

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

3 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;

4 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: ……
……

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as discussed in South African National Standard SANS 1286:2017 and SATS 1286: 2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), Annex D (Imported Content Declaration: Supporting Schedule to Annex C) and Annex E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.2. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

x is the imported content in Rand
y is the bid bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.3. A bid may be disqualified if –

a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
STEEL CONVEYANCE PIPES, PIPE FITTINGS AND SPECIALS	80 %
VALVES PRODUCTS AND ACTUATORS	70 %
STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	100 %
CEMENT	100 %
PLASTIC PIPES	100 %

4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

YES		NO	

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? (Tick applicable box)

YES		NO	

5.1. If yes, provide the following particulars:

a) Full name of auditor: ……
b) Practice number: ……
c) Telephone and cell number: ……
d) Email address: ……

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

O.R. TAMBO DISTRICT MUNICIPALITY

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.: CONTRACT No MIS 266 088 B

ISSUED BY: (Procurement Authority / Name of Institution):

O.R TAMBO DISTRICT MUNICIPALITY

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …….

of .....
(name of bidder entity), the following:

a) The facts contained herein are within my own personal knowledge.
b) I have satisfied myself that:
   i. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
   ii. the declaration templates have been audited and certified to be correct.
c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……..……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. 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:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

[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.

……	……
Signature	Date
……	……
Position	Name of Bidder

END OF SECTION

O.R. TAMBO DISTRICT MUNICIPALITY

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PORTION 2: THE CONTRACT

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O.R. TAMBO DISTRICT MUNICIPALITY

OR TAMBO DISTRICT MUNICIPALITY

CONTRACT No: MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

PART C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT No MIS 266 088 B – NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

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:

AMOUNT	AMOUNT IN WORDS
R	

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 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 T1	Tendering Procedures
Part T2	Returnable Documents and Schedules
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	Annexures

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

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.

4.1 Subject .....

Details .....

4.2 Subject .....

Details .....

4.3 Subject .....

Details .....

4.4 Subject .....

Details .....

4.5 Subject .....

Details .....

4.6 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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

O.R. TAMBO DISTRICT MUNICIPALITY

FOR THE TENDERER:		**FOR THE EMPLOYER:**
……..	**Signature**	……..
……..	**Name**	……..
……..	**Capacity**	……..
Name and address of organisation:		**Name and address of organisation:**
……..		……..
……..		……..
……..		……..

WITNESSES:

……..	**Signature**	……..
……..	**Name**	……..
……..	**Date**	……..

O.R. TAMBO DISTRICT MUNICIPALITY

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 the Agreement, including the Schedule of Deviations (if any) today:

the ……(day)

of ……..(month)

20……(year)

at ……. (place)

FOR THE CONTRACTOR:

Signature: …… Name: ..... ……

Capacity: …….

SIGNATURE AND NAME OF WITNESS:

Signature: …… Name: ..... ……

END OF SECTION

PART C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works, Third Edition (2015)”, hereinafter referred to as the “GCC 2015).

It is agreed that the only variations from the Conditions of Contract are those set out hereafter under "Contract Data of Contract".

C1.2.2 CONTRACT DATA

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C.1.2.2.3	Part 3:	Corrigenda to GCC 2015 by SAICE
C.1.2.2.4	Part 4:	Corrigenda to GCC 2015 by Employer

C.1.2.2.1 Part 1: Data provided by the Employer

C.1.2.2.1.1 Conditions of Contract

The Conditions of Contract are

- the "General Conditions of Contract"
  as they appear in the commercially available publication "*General Conditions of Contract for Construction Works, Third Edition (2015)*", published by the South African Institution of Civil Engineering (SAICE) as the August 2015 print edition, hereinafter referred to as GCC 2015; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House 1685
South Africa

Tel +27 (0)11 805 5947

All of the following Notes apply:

NOTES

Note 1

The GCC 2015 makes several references to the Contract Data. The Contract Data shall take precedence over the GCC 2015 in the interpretation of any ambiguity or inconsistency.

Each item of data below is cross-referenced to the clause in the GCC 2015 to which it applies.

The documents forming the Contract are to be taken as mutually explanatory of one another.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.2.2.1.2 Contract-specific Data

The following contract-specific data, referring to the GCC 2015, are applicable to this Contract:

Clause	Contract Data
1	**GENERAL**
1.1.1.12	The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.
1.1.1.13	The Defects Liability Period is 365 days.
1.1.1.14	The maximum anticipated time for achieving Practical Completion for the whole of the Works is 730 days. The contractual Due Completion Date will be as calculated by the Employer's Agent and based on the time duration offered by the Contractor whose offer has been accepted in the Form of Offer and Acceptance. Practical Completion is as defined under the amended Clause 5.14.1 of the Contract Data
1.1.1.15	The Employer is **O.R TAMBO DISTRICT MUNICIPALITY (ORTDM)**
1.1.1.16	The Employer's Agent is **ARQ Dams (Pty) Ltd** The Employer's Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the ARQ Dams (Pty) Ltd to fulfil the functions of the Engineer in terms of the Conditions of Contract. In terms of the Council for the Built Environment Act, Act 43 of 2000, the full name of all relevant statutory councils where the Employer's Agent is registered as a professional person, and the relevant category: • Engineering Council of South Africa (ECSA), established by the Engineering Profession Act, 2000; • Category of professional registration of the Employer's Agent: Professional Engineer
1.1.1.26	The Pricing Strategy of a Re-measurable Contract shall apply
1.2.1.2	The **Employer's** address for receipt of communications and notices is: The Municipal Manager OR Tambo House Nelson Mandela Drive Mthatha Telephone: 047 532 6400 The **Employer's Agent's** address for receipt of communications and notices is: Contact Person: Mrs M Blaeser 6 Daventry Street, Lynnwood Manor, Pretoria Telephone: 012 348 6668 Facsimile: 012 348 6669 E-mail : michelle@arq.co.za

Clause	Contract Data
1.2.1.3	**ADD THE FOLLOWING TO THIS CLAUSE:** Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.
1.2.1.4	Posted to the Contractor's address and delivered by the postal authorities.
1.2.1.5	Delivered by a courier service and signed for by the recipient or his representative.
1.3.2	The governing law is the law of the Republic of South Africa
1.3.3	The language of contract and for all written communication is English
1.3.6	**ADD THE FOLLOWING TO THIS CLAUSE:** The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3	**EMPLOYER'S AGENT**
3.2.3	The following Clauses of the Conditions of Contract govern certain functions and duties of the Employer's Agent. The list may not necessarily be complete: **Functions and duties of the Employer's Agent `**

Clause No	Event	Maximum amount per event (R-c)	Total maximum amount for all events for contract (R-c)	Employer's prior written approval to Employer's Agent required	Requires EAWA*	Delegated to EAR*
1.2.1.2	Notice of change of address	NA	NA	N	Y	
2.4.1	Clarification of ambiguity in or discrepancy between documents	NA	NA	N	Y	
3.3.1	Notice of Employer's Agent's Representative's appointment and termination	NA	NA	N	Y	
3.3.4	Notice of Employer's Agent's Representative acting on Employer's Agent's behalf	NA	NA	N	Y	
3.3.6	Response to Contractor's request for Employer's Agent's Representative's orders or instructions causing dissatisfaction	NA	NA	N	Y	
4.3.1	Request for Contractor's proof of compliance with applicable laws	NA	NA	N	Y	

Clause	Contract Data						
	4.3.2	Request for Contractor's proof of good standing with payments in terms of legislation	NA	NA	N	Y	
	4.5.4	Certification of payments due to the Contractor for Contractor paying for notices and fees	R 100 000	R 100 000	N	Y	
	4.7.1	Instructions for dealing with fossils, etc. on Site	NA	NA	N	Y	
	4.8.2	Instructions for facilities for others	NA	NA	N	Y	
	4.9.1	Consent for removal of Construction Equipment from Site	NA	NA	N	Y	
	4.10.1	Notice of approval for use of Site for Contractor's employees	NA	NA	N	N	
	4.10.2	Instruction requiring Contractor's employee information	NA	NA	N	Y	
	4.11.2	Instruction requiring removal of Contractor's employee from Works	NA	NA	N	Y	
	4.11.2	Notice permitting re-employment of Contractor's employee	NA	NA	N	Y	
	4.12.2	Notice of approval of Construction Manager	NA	NA	N	Y	
	5.3.1	Instruction for commencement of executing the Works	NA	NA	N	Y	
	5.6.3	Notice of approval of programme	NA	NA	N	Y	
	5.6.4	Instruction for adjustment of programme	NA	NA	N	Y	
	5.7.1	Notice of rate of progress causing programme to fall behind	NA	NA	N	Y	
	5.7.1	Notice of approval of steps taken to expedite progress	NA	NA	N	Y	
	5.7.2	Notice permitting work at night	R 0	R 0	N	Y	
	5.7.3	Request for submission of revised program and cost for acceleration of rate of progress	NA	NA	N	Y	
		Notice of approval of adjustment of Due Completion Date due to acceleration of rate of progress	NA	NA	N	Y	
		Written conditions of agreement for payment of cost of acceleration of rate of progress	R 3 000 000	R 3 000 000	Y	Y	
	5.8.1.1	Conditions and permission for work by Contractor during non-working times	R 0	R 0	N	Y	

Clause	Contract Data						
	5.9.1	Instructions and drawings on Commencement Date	NA	NA	N	Y	
	5.9.2	Instructions and drawings necessary for proper and adequate construction of the Works	NA	NA	N	Y	
	5.9.3	Instructions and drawings, in response to Contractor's timeous request for instructions and drawings	NA	NA	N	Y	
	5.9.7	Notice of approval of Contractor's designs and details on drawings that provide full details, dimensions and particulars	NA	NA	N	Y	
	5.9.7	Consent for departure from Contractor's designs after notice of approval by Employer's Agent	NA	NA	N	Y	
	5.11.2	Order for suspension of the Works	NA	NA	N	Y	
	5.11.3	Proceeding with Works after suspension	NA	NA	N		
	5.12.4	Request for acceleration (instead of extension of time) and the cost of such acceleration	R 2 500 000	R 5 000 000	Y	Y	N
	5.13.2	Notice of reduction in penalty	R 100 000	R 5 000 000	Y	Y	
	5.14.1	List setting out the work to be completed for Practical Completion	NA	NA	N	Y	N
	5.14.2	Certificate of Practical Completion	NA	NA	N	Y	N
		List setting out the work to be completed for Completion	NA	NA	N	Y	N
	5.14.4	Certificate of Completion with List setting out work to be completed before expiry of Defects Liability Period	NA	NA	N		N
	5.16.1	Final Approval Certificate	NA	NA	N		N
	6.3.1	Variation order	R 5 000 000	R 15 000 000	N	Y	
	6.3.2.1	Contradiction of Contractor's confirmation of a verbal Variation Order	NA	NA	N	Y	
	6.4.1	Completed valuation of a Variation Order	NA	NA	N		
	6.4.1.3	Notice of consultation of Employer's Agent with Contractor and Employer on methodology, pro forma and other means for valuation of a Variation Order	NA	NA	N		

Clause	Contract Data						
	6.4.1.4	Instruction for dayworks as a Variation Order for additional or substituted works	R 3 000 000	R 3 000 000	N		
	6.4.2	Delivery notice of valuation of a Variation Order	NA	NA	N	Y	
	6.5.1.3	Notice of determination of costs of plant hire rates for Construction Equipment rates for dayworks	NA	NA	N		
	6.5.2	Notice of determination of costs of materials for dayworks	R3 000 000	R3 000 000	Y		
	6.5.3	Approval of statement of costs for Workmen, materials and Construction Equipment used for dayworks	NA	NA	N		
	6.6.1	Order for executing Provisional Sum work	NA	NA	N		
	6.6.3	Order for executing Prime cost work	NA	NA	N		
	6.7.2	Valuation of the Works	NA	NA	N		
	6.7.3	Instruction for Contractor's measurement of work	NA	NA	N		
		Notice of requirements for Contractor's measurement of work	NA	NA			
	6.7.4	Certificate of measurement by Employer's Agent					
	6.8.4	Notice of consultation between Employer and Contractor on costs due to changes in legislation	NA	NA	N		
	6.9.3	Order for steps to be taken for Plant and materials becoming property of Employer	NA	NA	N		
	6.10.1	Monthly payment certificate	R 50 000 000	R 50 000 000	y		
	6.10.4	Delivery notice of monthly payment certificate	NA	NA	N		
	6.10.7	Correction of previous payment certificate	NA	NA	N		
	6.10.8	Requirement for further information after issue of Certificate of Completion	NA	NA	N		
	6.10.9	Final payment certificate	NA	NA	N		
	6.11.1	Notice of adjustments to General Items resulting from the total of all Variations exceeding a specified percentage	R 50 000 000	R 50 000 000	Y		
	7.1.1	Order for removal of unsuitable Construction Equipment	NA	NA	N		
	7.4.1	Instruction to Contractor for providing samples of materials	NA	NA	N		

Clause	Contract Data						
	7.4.2	Instruction to Contractor for taking and delivering test specimens	NA	NA	N		
	7.4.3	Instruction to Contractor for doing tests	NA	NA	N		
	7.4.5	Reports on tests	NA	NA	N		
	7.5.1	Consent for covering up work	NA	NA	N		
	7.5.2	Authorisation by Employer's Agent for Contractor's delivery of Plant to Site	NA	NA	N	Y	
	7.5.3	Notice of testing or examining Plant, materials, excavations or other work	NA	NA	N	Y	
	7.5.5	Order for uncovering work	NA	NA	N		
		Order for making one or more openings	NA	NA	N		
	7.6.1	Order for making good and retesting of Plant	NA	NA	N	Y	
	7.6.2	Instruction for further making good after retest failure	NA	NA	N		
		Acceptance of Plant subject to reduction in Contract Price	NA	NA	N		
	7.6.3	Order for removal of unsuitable materials	NA	NA	N	Y	
		Order for removal and proper reconstruction of work	NA	NA	N	Y	
	7.7.1	Order to search for defects	NA	NA	N	Y	
	7.8.1	Order for making good of defects	NA	NA	N	Y	
	7.9.1	Notification of urgent remedial work	NA	NA	N	Y	
		Notification of urgent emergency-related work	NA	NA	N	Y	
	8.2.2.2	Order for repair of damage due to excepted risks	R3 000 000	R3 000 000	Y		
	8.5.1	Instruction to submit a report on an occurrence of damage to property	NA	NA	N		
		Instruction to submit a report on an occurrence of injury to persons	NA	NA	N		
		Instruction to submit a report on an occurrence of loss of human life	NA	NA	N		
	9.1.5.1	Certificate of amount payable in respect of General Items upon termination of Contract	NA	NA	N		

Clause	Contract Data

9.1.5.3	Certificate of balance amount payable upon termination of Contract in respect of reasonably incurred expenses in anticipation of completion of Contract	NA	NA	N		
9.2.1.3	Certificate of grounds for termination of contract	NA	NA	N	Y	N
10.1.3	Record of facts in prescribed pro forma to assess Contractor's claim	NA	NA	N	Y	N
10.1.5	Notice of consultation on Contractor's claim	NA	NA	N	Y	N
10.1.5	Ruling on Contractor's claim	R5 000 000	R 15 000 000	N	Y	N
10.2.3	Notice of consultation on dissatisfaction claim	NA	NA	N	Y	N
	Ruling on dissatisfaction claim	R5 000 000	R 15 000 000	Y	Y	N
TOTAL FOR CONTRACT			**R 350 000 000**			

Redistribution of the "TOTAL FOR CONTRACT" shall be subject to prior written approval of the Employer.

*The following abbreviations apply to the above table:

EAR Employer's Agent's Representative
EAWA Employer's Agent's Written Action
N No
NA Not Applicable
Y Yes

3.2.4

REPLACE CLAUSE 3.2.4 WITH THE FOLLOWING:

'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).'

ADD THE FOLLOWING AT THE END OF THE ABOVE NEW REPLACEMENT CLAUSE 3.2.4:

'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope Of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall be subject to all communication and other protocols as stipulated by the Employer's Agent, unless otherwise accorded by law.'

Clause	Contract Data
4	**CONTRACTOR'S GENERAL OBLIGATIONS**
4.1.2	**ADD THE FOLLOWING TO THIS CLAUSE:** "The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 'As-Built' drawings in DXF electronic format after completion of the Works. 4.1.2.6 The Contractor shall be responsible for the design of the Temporary Works."
4.3.2	**DELETE THE FOLLOWING CLAUSE AND INSERT THE FOLLOWING:** If required, and for the duration of this contract, the Contractor shall provide proof to the Employer's Agent that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.3.3	**ADD THE FOLLOWING CLAUSE AFTER CLAUSE 4.3.2:** The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder. An agreement is included in the Contract Document and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured by a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
4.4.1	**ADD THE FOLLOWING TO THIS CLAUSE:** 4.4.1.1 The successful tenderer must subcontract a minimum of 30% of the Designated Contract Price* to an EME or QSE which is at least 51% owned by: a) black people; b) black people who are youth; c) black people who are women; d) black people with disabilities; e) black people living in rural or underdeveloped areas or townships; f) a cooperative owned by black people; or g) black people who are military veterans.

Clause	Contract Data
	* The calculation of the value of the minimum of 30% of the Designated Contract Price which must be subcontracted to the Designated Group defined above, hereinafter referred to as the "Designated Group Value", excludes the following items which have been identified in the Schedule of Quantities: 1. scheduled preliminary and general items; 2. provisional sum items; and 3. the material (supply only) cost of all concrete and reinforcement steel which shall be procured from an accredited supplier. The Designated Group Value will include the following: 1. Local labour resources; 2. Local suppliers; and 3. Subcontracts to a Designated Group. 4.4.1.2 If the Contractor fails to comply to Clause 4.4.1.1 above, the Contractor shall be liable to the Employer a penalty as to be determined by the below equation. $P_{sub} = (V_{sub} - V_{act}) \times 5\%$ P_{sub}: Penalty for under subcontracting V_{sub}: Value of work to be subcontracted according to clause 4.4.1.1 V_{act}: Value of work subcontracted at completion 4.4.1.3 The Contractual relationship between the Contractor and the Subcontractor selected by the Contractor and in consultation with the Employer in accordance with the requirements of and procedure set out above, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.3.
4.4.4	**ADD THE FOLLOWING TO THIS CLAUSE:** The Employer's Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer's Agent's, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.
4.10	**ADD THE FOLLOWING TO THIS CLAUSE:** 4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work. 4.10.4 Local labour rates will be as per the Department of Labour or South African Federation of Civil Engineering Contractors (SAFCEC), whichever is higher.
4.11.3	**ADD THE FOLLOWING CLAUSE AFTER CLAUSE 4.11.2:** The Contractor shall only employ persons with the minimum number years applicable experience as shown below for execution of work on this Contract (years' experience after obtaining qualifications): Contract Manager : Minimum 5 years applicable experience

Clause	Contract Data
	Construction Manager : Minimum 5 years applicable experience Foreman : Minimum 5 years applicable experience Surveyor : Minimum 2 years applicable experience
5	**TIME AND RELATED MATTERS**
5.2.1	The Commencement date shall be the date of Confirmation of Receipt referred to in the Form of Offer and Acceptance.
5.3.1	**ADD THE FOLLOWING TO THIS CLAUSE:** "The Contractor shall commence executing the works within a period of 14 working days from the date of the written instruction by the Employer's Agent unless otherwise agreed. The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Performance Guarantee (Refer to Clause 6.2.1) • Insurance (Refer to Clause 8.6) • Letter of Good Standing from the Compensation Commissioner The documentation to be provided by the Employer to the Contractor before commencement with Works execution are: • Construction Permit in terms of the Construction Regulations, 2014
5.3.2	The time to submit the documentation by either party required before commencement with Works execution is 28 Days.
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.
5.4.4	**ADD THE FOLLOWING CLAUSE AFTER CLAUSE 5.4.3:** The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site
5.6.2.6	**ADD THE FOLLOWING TO THIS CLAUSE:** The Contractor shall deliver his/her detailed cash flow forecast within 14 days of the Commencement Date or as requested by the Employer's Agent.
5.7.1	**ADD THE FOLLOWING TO THIS CLAUSE:** "No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined."

Clause	Contract Data
5.8.1	The non-working Days are Sundays The special non-working Days are: 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; and any proclaimed statutory day of mourning which is proclaimed as a statutory public holiday; and any proclaimed statutory election day which is proclaimed as a statutory public holiday; and all annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry.
5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time be claimed in accordance with the provisions of Clause 5.12. The claim for delays for abnormal climatic conditions will be evaluated against the accumulative total of day allowed for 5.12.2.2 for the relevant contract period. The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above: January 3 days February 3 days March 3 days April 2 days May 1 days June 1 days July 1 days August 1 days September 1 days October 2 days November 3 days December 3 days Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced. It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
5.13.1	The penalty for failing to complete the Works is 0.02% of the Contract Price per calendar day or 0.02% of the Contract Price of the portion for which Practical Completion has not been certified. All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the

Clause	Contract Data
	amounts of all such penalties from any monies in his/her possession that are or may become due to the Contractor. The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his/her obligation to complete the Works, nor from any of his/her obligations and liabilities under the Contract. The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.1.3.5.
5.14.1	Practical Completion shall constitute the following to be fully completed: • All earthworks • Plinth Construction • Hardfill Placement • Non-overspill Crest • Face Sealing • Intake tower • Spillway • All access roads • All security systems, including fencing and other security systems • All health and safety requirements
5.14.5.1	**AMEND CLAUSE 5.14.5.1 AS FOLLOWS:** In the second line, substitute the word 'Guarantor' with 'Contractor'.
5.16.3	The latent defect period is 10 years for the civil and structural engineering works The latent defect period is 3 years for the mechanical and electrical engineering works commencing on the Day after the date of certification of Practical Completion.
6	**PAYMENT AND RELATED MATTERS**
6.1.1	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
6.1.2	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the Employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer.
6.2.1	**ADD THE FOLLOWING TO THIS CLAUSE:** The amount of the guarantee will be 10% of the Purchase Order as per Employer's Agent instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order."

Clause	Contract Data
6.2.2	**DELETE THIS CLAUSE**
6.3.1	**AMEND CLAUSE 6.3.1 AS FOLLOWS:** In the first paragraph, after the words "or for any reason appropriate", add the phrase ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, " Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price": ", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11"
6.5.1.2.3	The percentage allowance to cover overhead charges is: • Labour 10 % • Materials 10 %
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. **ADD THE FOLLOWING TO THIS CLAUSE:** x = 0.10 a = 0.25 b = 0.25 c = 0.40 d = 0.10 The descriptions of the "L", "P", "M" and "F" indices in the Contract Price Adjustment Schedule shall be replaced with the following, which shall apply to this contract. ' "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, Additional Tables: Table 14 "CPI – all items according to area" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. The urban area nearest to the Site shall be Limpopo Province, All urban areas (Mthatha), as listed in the Statistical Release P0141, Additional Tables: Table 14 "CPI – all items, according to area" of Statistics South Africa "P" is the "Construction Equipment Index" and shall be the Producer Price Index applicable to the appropriate Construction Equipment as stated in the Contract Data and as published in the Statistical Release P0151, Table 4 of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. The Construction Equipment shall be Civil engineering plant, as listed in Statistical Release P0151, Table 4 "Producer Price Index" of Statistics South Africa "M" is the "Materials Index" and shall be the Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the Statistical Release P0151, Table 3 or Table 4 of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. The Materials shall be Building and Construction - Civil Engineering, as listed in the Statistical

Clause	Contract Data
	Release P0151, Table 3 or Table 4 respectively, of Statistics South Africa (which shall apply to the "Materials Index" as a relevant Producer Price Index). "F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the area as stated in the Contract Data and as published in the Statistical News Release P0151, Table 4 of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer.' Where applicable, the area for Diesel at wholesale level shall be Coastal, as listed in the Statistical Release P0151, Table 4 of Statistics South Africa (which shall apply to the "Fuel Index" as a relevant Producer Price Index). The base date is the month preceding the date of closure of the tender.
6.8.3	Price Adjustments for variations in the cost of special materials is allowed.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.9.3	**ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 6.9.3:** **Storage of Plant** In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete a standard Employer Certificate of Indemnity subject to the approval of the Employer's Agent. In so doing the Contractor: (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer; (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce of such insurance to the Employer's Agent; (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer; (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers, to protect the interests of the Employer. Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, shall be at the sole discretion of the Employer's Agent and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	The percentage limit of retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	**IN LINE 4 DELETE THE WORD** "said" **AND INSERT THE WORD** "correct".

Clause	Contract Data
6.10.6	**AMEND CLAUSE 6.10.6.2 AS FOLLOWS:** Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'
6.11	**REPLACE THE MAIN HEADING AND THE MARGINAL HEADING WITH:** "Variations exceeding 20 per cent" Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause
6.11.1.3	**DELETE THE FOLLOWING CLAUSE AND INSERT THE FOLLOWING:** The Contract is a rates contract, and the General items will remain fixed for the duration of the contract irrespective of any variation in Quantities or final contract sum.
8	**RISKS AND RELATED MATTERS**
8.3.1	**AMEND CLAUSE 8.3.1.12 AS FOLLOWS:** In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.
8.6.1.1.3	The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the Contract Sum (Including VAT).
8.6.1.3	"Limit of indemnity shall be R10 Million for any single claim, the number of claims being unlimited during the construction and defects liability period."
8.6.1.5	**ADD THE FOLLOWING TO THIS CLAUSE:** In addition to the insurance required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such work during manufacture or fabrication then such interest shall be noted by endorsement of the Contractor's Policies of Insurance.
8.6.2	**ADD THE FOLLOWING TO THIS CLAUSE:** Deductibles for insurance of the works shall not be more than 5% of the total sum insured.
8.6.6	**ADD THE FOLLOWING TO THIS CLAUSE:** Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within fourteen (14) days of the Date of Commencement."

Clause	Contract Data
10	**CLAIMS AND DISPUTES**
10.5.1	Dispute resolution shall be by standing adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is 3.
10.7.1	The determination of disputes shall be by arbitration

C.1.2.2.1.3 Additional clauses to the General Conditions of Contract:

Add the following table:

Clause	Contract Data
1.1	**ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 1.1.1:** **Definitions** 1.1.1.35 "Client", as used in the Occupational Health and Safety Act - Construction Regulations, means "Employer". 1.1.1.36 "Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means "Contractor". 1.1.1.37 "Designer", as used in the Occupational Health and Safety Act - Construction Regulations, means "Employer's Agent".
1.3.7	**ADD THE FOLLOWING NEW SUB-CLAUSE 1.3.7:** **Corrupt Practices** 1.3.7.1 The warranty given by the Contractor herein includes the conduct of the following persons: 1.3.7.1.1 The Contractor and its directors, employees, shareholders or partners where the conduct of such persons would render the Contractor directly and vicariously responsible and/or 1.3.7.1.2 the Contractor's Joint Venture Member(s) and its/their directors, employees, shareholders or partners where the conduct of such persons would render the Contractor directly and vicariously responsible; 1.3.7.1.3 any agent of the Contractor, its joint venture member(s) or partners. 1.3.7.2 The Contractor warrants that it and/or any of the persons referred to in Sub-Clause 1.3.7.1 above: 1.3.7.2.1 have not been convicted of any charge relating to or concerning corruption, bribery or fraud during the 10-year period preceding the Base Date and not having disclosed same in **Form R**. 1.3.7.2.2 have not committed any act in the ten-year period preceding the Base Date which could result in it and/or any of the persons referred to in Sub-Clause 1.3.7.1 above being convicted on a charge relating to or concerning corruption, bribery or fraud; 1.3.7.2.3 in relation to the Contract has not offered and/or paid (directly or indirectly) by way of a bribe, gift, gratuity, commission or other thing of value, an inducement or reward to enter into or influence the conclusion of the Contract; 1.3.7.2.4 will not commit any act which could result in it and/or any of the persons referred to in Sub- Sub-Clause 1.3.7.1 being convicted on a charge relating to or concerning corruption, bribery or fraud; 1.3.7.2.5 will not offer and/or pay (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as a reward or inducement to maintain or alter the Contract and/or for doing or forbearing to do any action in relation to the Contract and/or for showing or forbearing to show favour or disfavour to any person in relation to the Contract. 1.3.7.3 In addition to any right which the Employer may have to cancel, in the event of the Contractor and/or any of the persons referred to in Sub-Clause 1.3.7.1 above having been convicted on a charge relating to or concerning corruption, bribery or fraud during the ten year period preceding the Base Date and not having disclosed same in terms of

Clause	Contract Data
	Form R as contemplated in Sub-Clause 1.3.7.2 or being convicted on a charge relating to or concerning corruption, bribery or fraud or in the event of the Contractor and/or any of the persons referred to in Sub-Clause 1.3.7.1 above giving or offering to any 1 person any bribe, gratuity, commission or other thing of value as contemplated in Sub-Clause 1.3.7.2 or in the event of the Contractor and/or any of the persons referred to in Sub-Clause 1.3.7.1 above having offered or paid a reward to any person as an inducement to enter into or maintain or alter the contract as contemplated in Sub-Clause 1.3.7.2: 1.3.7.3.1 the Contractor shall forfeit any profit to be derived from this contract; 1.3.7.3.2 such profit will be deemed for the purpose hereof to be 5% of the total contract price; 1.3.7.3.3 the Contractor will make payment thereof on demand; and 1.3.7.3.4 the Employer shall be entitled to deduct such amount from any amount which is due or may become due and payable to the Contractor whether arising from this contract or any other contract between the Employer and the Contractor. 1.3.7.4 In the event of the Contractor, its agents or servants and/or its Joint Venture Member(s) its/their agents or servants having failed to make a complete, full and honest disclosure of the facts in Tender **Form R** regardless of whether or not the conviction has been appealed against or there is an intention to do so, the Employer shall be entitled, at its sole election, to terminate the Contract immediately without giving notice and, in which event, Clause 9 shall apply mutatis mutandis. 1.3.7.5 In the event of the Contractor and/or any of the persons referred to in Sub-Clause 1.3.7.1 offering and/or paying (directly or indirectly) by way of a bribe, gift, gratuity, commission or other thing of value, as an inducement or reward to enter into, maintain or alter the Contract, the Employer shall be entitled, at its sole election, to cancel the Contract immediately without giving notice and, in which event, Clause 9 shall apply mutatis mutandis.”
4.11.1	**ADD THE FOLLOWING TO SUB-CLAUSE 4.11.1:** **Competent employees** “The Contractor shall at all times all take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst Contractor’s personnel, and to preserve peace and protection of persons and property on or near the Site. The misconduct referred to in the above paragraph shall be deemed to include discriminatory treatment, cultural or racial slurs, hate speech, incitement etc. The Contractor is to actively pursue the enhancement of the dignity of each person within a climate of mutual respect among all, and especially among persons of different background, race, colour, creed, sex, gender, opinion or orientation and shall include the awareness and promotion of such matters in all training and induction."
4.12.4	**ADD THE FOLLOWING NEW SUB-CLAUSE 4.12.4:** **Health & Safety Officer** “It is a requirement of this Contract that the Contractor provides a Health & Safety Officer (HSO) on the project. The duties and qualifications of the HSO are described in the Scope of Work (Part C3.7). The CV and credentials shall be submitted for approval by the Employer’s Health & Safety agent. Failure by the Contractor to provide a suitable HSO shall be deemed to be a reason justifying termination by the Employer under Sub-Clause 9.2.1, with specific reference to Sub-Clause 9.2.1.3.5.”

Clause	Contract Data
4.12.5	**ADD THE FOLLOWING NEW SUB-CLAUSE 4.12.5:** "The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious or other customs in the Country. No extension of time will be granted for the Contractor's compliance with the demands of his staff or labour in this regard. The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal by Contractor's Personnel. Arms and Ammunition shall not be permitted on the site except by authorised security personnel. The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow the Contractor's Personnel to do so on site. The Contractor shall respect the Country's recognised festivals, days of rest and religious or other customs. All mining leases within the Site, required for the execution of the Contract, shall be taken out directly by the Employer on behalf of the Contractor. No royalties, rent or other like payments shall be payable by the Contractor on construction materials obtained within these mining leases."
6.10.4	**ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 6.10.4:** **Payments** "No minimum amount of interim payment certificate will be applicable."
7.5.3	**ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 7.5.3:** **Notice to be given when ready for testing:** "The Contractor shall supply a fully detailed final draft commissioning manual 14 days prior to the commencement of commissioning (draft documents shall be available as determined by the Employer's Agent in commissioning "planning" meetings). The Contractor shall participate in commissioning "planning" meetings, as may be required by the Employer's Agent, to refine the commissioning procedures for the Works. The Contractor shall produce a final approved commissioning manual for the Works. The Tests on Completion shall be carried out in the following sequence: a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage; b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, all under available operating conditions; and c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract. During the trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Employer's Agent that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform to the Specification. Trial operation shall not constitute a taking-over under Clause 5. Unless otherwise stated in the Contract Data, any product produced by the Works during trial operation shall be the property of the Employer. In considering the results of the Tests on Completion, the Employer's Agent shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed each of the Tests on Completion described in sub-paragraph (a), (b) or (c), the Contractor shall submit a certified report of the results of these Tests to the Employer's Agent."

Clause	Contract Data
8.6.8	**ADD THE FOLLOWING NEW SUB-CLAUSE 8.6.8:** **Manufacturing and/or fabrication and storage at premises other than the Site** "Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."
11	**ADD THE FOLLOWING NEW SUB-CLAUSE 11:** **Non-compliance with Engineer's Instructions** Should the Contractor fail within reasonable time to carry out the Employer's Agent's instructions regarding any matter whatsoever on which he is authorized to order and direct the Contractor, then without vitiating the Contract and without prejudice to any other remedy the Employer may have under the Contract, the Employer may, after serving notice of its intention on the Contractor, itself take such action or employ others to take such action on its behalf as the Contractor has failed to take on the Employer's Agent's instructions. For this purpose, the Employer may use any suitable plant or materials brought on Site by the Contractor. The cost to the Employer of taking action on account of the Contractor's failure to carry out the Employer's Agent's instructions shall be for the Contractor's account and may be recovered from the Contractor by the Employer, but such work shall be valued as if performed by the Contractor in terms of the Contract at Contract rates and included in the payments due to the Contractor.
12	**ADD THE FOLLOWING NEW SUB-CLAUSE 12:** **Implementation of the Occupational Health and Safety Act No. 85 of 1993** The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act no. 85 of 1993 and the relevant Regulations made thereunder, with specific reference to the Construction Regulations of 2014, hereinafter referred to as "the Act", that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all the relevant provisions of the Act, and the regulations promulgated in terms of the Act, and ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and iii. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
13	**ADD THE FOLLOWING NEW SUB-CLAUSE 13:** **Employment of Labour Force** The Contractor shall employ all unskilled labourers required for the execution of the Contract locally from the local residents. The minimum wage for unskilled labourers shall be in accordance with the Basic Conditions of Employment Act, No. 75 of 1997, as published in the Government Gazette from time to time for the Civil Engineering Sector, and for the specific Magisterial District.

Clause	Contract Data
14	**ADD THE FOLLOWING NEW SUB-CLAUSE 14:** Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
15	**ADD THE FOLLOWING NEW SUB-CLAUSE 15:** **Linkage of payment for labour-intensive component of works to submission of project data** The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
16	**ADD THE FOLLOWING NEW SUB-CLAUSE 16:** **Applicable labour laws** The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.
17	**ADD THE FOLLOWING NEW SUB-CLAUSE 17:** **Construction Industry Development Board Standard for Developing Skills through Infrastructure Contracts** The current Construction Industry Development Board Standard for Developing Skills through Infrastructure Contracts, 31 March 2026 (also downloadable at www.cidb.org.za), shall apply to this contract. The contractor shall attain or exceed the Contract Skills Development Goal (CSDG) in the performance of the contract. The CSDG, expressed in Rand, shall be no less than the summary Sub-total (Sub-total 3 of the BOQ) multiplied by a 0.25 percentage (%) factor How to calculate the CSDG: CSDG = St x Pf Where: St = Summary Sub-total 3 of the BoQ Pf = Percentage Factor of 0.25%

C.1.2.2.2 Part 2: Data provided by the Contractor

The *General Conditions of Contract*, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Contract Data
1.1.1.9	The name of the Contractor is: ……
1.2.1.2	The Contractor's address for receipt of communications is : Physical Address: Postal Address: …… …… …… …… …… …… …… …… Telephone: …….. Facsimile: ……... E-mail: ……...
6.2.1	The security to be provided by the Contractor shall be the following:

Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)	Indicate "Yes" or "No"
Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	

C.1.2.2.3 Part 3: Corrigenda to GCC 2015 by SAICE

All updates, errata, corrections and other amendments to GCC 2015 published or prepared and released to purchasers of the GCC 2015 publication by SAICE, either on their website or otherwise, prior to the base month of this Contract, shall be deemed to form part of GCC 2015.

Each party to the Contract shall purchase its own copy of such updates, errata, corrections and other amendments to GCC 2015.

C.1.2.2.4 Part 4: Corrigenda to GCC 2015 by the Employer

None

END OF SECTION

PART C1.3: PERFORMANCE GUARANTEE

CONTRACT No MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME
PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

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: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: ..... ……..

"Site" means: .....

"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: .....

"Expire Date" means: .....

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
R ……..
(Amount in words ……)

1.1.2 From the day following the date of the said interim payment certificate up to an including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
R ……
(Amount in words ……)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and excluding the date on which the Performance Guarantee is signed, 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.

2.3 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 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 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

3.3.3 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1. 1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, 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.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 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.

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 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) .....

END OF SECTION

O.R. TAMBO DISTRICT MUNICIPALITY

PART C1.4: AGREEMENT IN TERMS OF THE OHSA 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 the **OR TAMBO DISTRICT MUNICIPALITY** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

……

in his capacity as: ……

AND: ……

(hereinafter called the CONTRACTOR) of the other part, herein represented by……

……

in his capacity as: ……

duly authorized to sign on behalf of the Contractor.

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: MIS 266 088 B

CONTRACT TITLE: NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. 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 thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER 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 agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ……. for and on behalf of the **CONTRACTOR**

on this the ..... day of …….. 20……

SIGNATURE: .....

NAME AND SURNAME: ……

CAPACITY: ……..

WITNESSES:...1. .....

2. .....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the …….. day of ..... 20……

SIGNATURE: ……

NAME AND SURNAME: ……..

CAPACITY: ……..

WITNESSES: 1. .....

2. .....

END OF SECTION

PART C1.5: DISPUTE ADJUDICATION AGREEMENT

CONTRACT No MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

for each member of a three-person Dispute Adjudication Board (DAB)

Name and details of Contract	**CONTRACT NO. MIS 266 088 B** **NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2**

This agreement is entered into between:

Name and address of Employer:	**O.R Tambo District Municipality** **Nelson Mandela Drive**, **Mthatha** 5100
Name and address of Contractor:	_____ _____ _____
Name and address of Member:	_____ _____ _____

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2 which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to ad-hoc adjudication.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.

2. The Adjudicator undertakes to remain independent and impartial to the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.

3. The adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

4. This Parties may at any time, without cause and with immediate effect, jointly terminate this agreement.

5. Unless the parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.

7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:

   7.1 A monthly retainer of R _____ for _____ of months; and

   7.2 A daily fee of R _____ based on an 8 hour day.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoices shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This agreement is entered into by:

Contractor's signature: ……

Contractor's name: …….

Place: …….

Date: …….

Employer's signature: ……

Employer's name: …….

Place: …….

Date: …….

Adjudication Board Member's signature: ……

Adjudication Board Member's name: …….

Place: …….

Date: …….

END OF SECTION

O.R. TAMBO DISTRICT MUNICIPALITY

PART C1.6: RETENTION MONEY GUARANTEE

CONTRACT No MIS 266 088 B

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME
PHASE 2A:

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

To be provided to:

The Municipal Manager
O.R Tambo District Municipality
Nelson Mandela Drive,
Mthatha
5100
(whom the Contract defines as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is your Contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we *(name of bank)* _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

(a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and

(b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-Clause 6.10.3 of the Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 70 days after the expected expiry of the Defects Notification Period for the Works)* _____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Republic of South Africa and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _____ Signature(s) _____

END OF SECTION

O.R. TAMBO DISTRICT MUNICIPALITY

PORTION 2: THE CONTRACT

PART C2: PRICING DATA

VOLUME 1:

PAGE

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C2.3 DAYWORK SCHEDULE..... C2.3-1

PART C2.1: PRICING INSTRUCTIONS

1. GENERAL

In this Bill of Quantities the headings and item descriptions identify the work covered by the respective items and shall be read in conjunction with those items in the Measurement and Payment Clauses of the various Specifications contained in Volume 3 as cross referenced.

The quantities of work and material set forth in the Bill of Quantities are estimates set against abbreviated item descriptions.

The nature and extent of the work is to be ascertained by reference to all the documents comprising the Contract. Where Clause references are contained in item descriptions, these are given for guidance only and are not exclusive to other relevant provisions of the Contract.

The Conditions of Contract, special conditions of contract (if any), specifications and drawings are to be read in conjunction with this Bill of Quantities.

The rates and prices entered in the Bill of Quantities shall represent full compensation for executing and completing the work as specified or implied including inter alia the following, unless explicitly stated otherwise:

- General obligations, overheads, liaison, liabilities and risks involved in the proper management and execution of the Works as set forth in or reasonably to be implied from the contract.
- All taxes, duties, surcharges, royalties and the like payable by the Contractor.
- Complying with Health and Safety, Environmental, Recruitment and Training, Industrial Relations and Quality Management provisions.
- All testing and quality control and supplying results of tests carried out by the Contractor to the Design Engineer. Attendance and transport for sampling and testing carried out by the supervisory Engineer.
- Design, drawings and documentation for Mechanical and Electrical Equipment.
- Preparation and timely supply of detailed working drawings as applicable.
- The submission of Method Statements as required by the Design Engineer.
- Preparation and timely supply to the Design Engineer of all the specified records of the Works.
- The effect on the planning of the Works.
- Labour and supervision.
- The procurement and supply of materials and goods including purchase, loading, transport, delivery to and handling at Site, storage and eventual delivery to and handling at the point of incorporation in the Works. Taking delivery of materials and goods supplied by others, handling, storage and incorporation of materials and goods into the Works.
- Obtaining natural material from borrow pits and the quarry, identification and demarcation of borrow areas, loading and transport of such material to the Works.
- Processing of goods and materials as specified and incorporation in the Works as specified such that the Works will be fit for the purpose for which they are being provided.
- Contractor's Equipment supply and utilisation.
- Temporary Works and infrastructure requirements.
- Waste.
- All test on completion, maintenance and remedying of defects during the Contract, including the Defects Liability Period.
- All other incidentals necessary for the completion of the work and maintenance thereof.

The Bill of Quantities does not form the basis on which the Contractor shall order materials for the construction of the Works. Responsibility for the accuracy of quantities of materials ordered shall be solely that of the Contractor

Note:
The Contractor must ensure that his unit prices are correct. The final tender price shall be calculated from unit prices and any mathematical errors shall be corrected in the tendered amount.

2. MEASUREMENT OF COMPLETED WORK

Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction, or to the relevant pay items in the particular specifications referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

3. PRICING OF ITEMS

A price or rate shall be entered against each item in this Bill of Quantities, whether or not quantities are stated. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Where allowance is made in the Bill for the Contractor to enter items and the space provided is insufficient, the Contractor shall attach such additional Bill pages to the back of the relevant page of the Bill. **Any such additions shall be clearly referenced and identified as additional pages and will be viewed to be an integral part of the Bill.**

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

Rates and prices shall be expressed to two decimal places except in the case of a “NIL” rate or price.

4. USE OF ALTERNATIVE SPECIFIED MATERIALS

Where a choice of alternative materials is indicated for a given purpose, the description scheduled and the rates and prices inserted shall be deemed to cover any of the permitted alternative materials which the Contractor may elect to use.

5. LABOUR INTENSIVE CONSTRUCTION METHODS

Pursuant to the sub-clause PS-5.13 of the Scope of Works, certain works shall be required to be undertaken utilising labour-intensive construction methods, and which shall be undertaken by unskilled or semi-skilled workers. Each item in the Bill of Quantities to which the labour-intensive requirements shall be applicable is marked

6. UNITS OF MEASUREMENT

The following abbreviations may be used for the units of measurement:

UNIT	ABBREVIATION	UNIT	ABBREVIATION
Litre	ℓ	Meganewton	MN
Millimetre	mm	Number	No
Metre	m	Hour	hr
Kilometre	km	Day	d
Square millimetre	mm^2	Week	wk
Square metre	m^2	Month	Mth
Cubic metre	m^3	Provisional sum	PS
Hectare	ha	Extra over	E/o
Gram	g	Rate only	R/o
Kilogram	kg	Pocket	Pkt
Newton	N	Sum, Lump Sum	Sum
Megalitre	Mℓ		
Cubic metre kilometre	m^3.km		
Kilonewton	kN		

END OF SECTION

PART C2.2: BILL OF QUANTITIES

PART 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	SANS 1200 A 8.3	**GENERAL** **FIXED-CHARGED ITEMS**				
1.1.1	8.3.1	**Contractual requirements**	Sum	1		
1.1.2	8.3.2 8.3.2.1	**Establishment of facilities on site** Facilities for the Engineer				
1.1.2.1		a) Furnished Offices & ablution facilities	Sum	1		
1.1.2.2		b) Nameboards (2 No.)	Sum	1		
1.1.2.3		c) Carports	No	2		
1.1.2.4		d) Equipment	Sum	1		
1.1.2.5		e) Telephone, Fax, etc	Sum	1		
1.1.2.6		f) Survey Assistants and Materials	Sum	1		
1.1.3	8.3.2.2	**Facilities for the Contractor**	Sum	1		
1.1.4	8.3.3	**Other fixed-charged obligations**	Sum	1		
1.1.5	8.3.4	**Removal of site establishment**	Sum	1		
1.2	8.4	**TIME RELATED ITEMS** -				
1.2.1	8.4.1	**Contractual requirements**	Sum	1		
1.2.2	8.4.2 8.4.2.1	**Operation and maintenance of facilities on site** Facilities for the Engineer				
1.2.2.2		a) Furnished Offices & ablution facilities	Sum	1		
1.2.2.3		b) Nameboards (2 No.)	Sum	1		
1.2.2.4		c) Carports	No	2		
1.2.2.5		d) Equipment	Sum	1		
1.2.2.6		e) Telephone, Fax, etc	Sum	1		
1.2.2.7		f) Survey Assistants and Materials	Sum	1		
1.2.3	8.4.2.2	**Facilities for the Contractor**	Sum	1		
1.2.4	8.4.3	Supervision for duration of construction	Sum	1		
1.2.5	8.4.4	Company and head office overhead costs for duration of contract	Sum	1		
1.2.6	8.4.5	Other time-related obligations	Sum	1		
1.2.7	8.4.3	Management of the Designated Group (local labour resources, local suppliers and subcontractors, Refer to Contract Data)	Sum	1		
					CARRIED FORWARD	

PART 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
1.3	**8.5**	**SUMS STATED PROVISIONALLY BY THE ENGINEER** **a) Provisional Sums for work to be executed by the Contractor**				
1.3.1		Allowance for the construction of miscellaneous items as directed by the Engineer	PS	1	500 000.00	500 000.00
1.3.2		Allowance for the construction of cofferdam at the abstraction works	PS	1	8 000 000.00	8 000 000.00
		b) 1) Provisional Sums for work to be executed by the Employer or a Nominated Sub-Contractor				
1.3.3		i) Additional tests ordered by the Engineer	PS	1	400 000.00	400 000.00
		ii) Logistics for				
1.3.4		- Project Steering Committee Meeting	PS	1	500 000.00	500 000.00
1.3.5		iii) Blasting monitoring specialist	PS	1	200 000.00	200 000.00
1.3.6		iv) Appointment of Community Liaison Officer	PS	1	1 000 000.00	1 000 000.00
1.3.7		v) Permanent Signage	PS	1	100 000.00	100 000.00
1.3.8		vi) In service and Graduate Training	PS	1	4 000 000.00	4 000 000.00
1.3.9		**b) 2) Overheads, charges and profit on b) 1) above**	%			
1.4.	**8.8**	**TEMPORARY WORKS**				
1.4.1	8.8.1	**Main access road to works (upgrade & maintain)**	Sum	1		
	8.8.3	**Protection of all existing structures & works**				
1.4.2		a) Fencing of construction site	Sum	1		
	PSA 8.8.4	**Existing services (protection)**				
1.4.3		a) Excavation by hand in soft material to expose	m^3	30		
1.4.4	PSA 8.8.6	**Special Water Control**	Sum	1		
1.4.5	PSA8.8.6.1	**Dealing with Surface runoff**	Sum	1		
1.4.6	PSA8.8.6.4	**Dealing with Sub-surface groundwater flow**	Sum	1		
1.4.7	PSA8.8.6.5	**Dealing with Sub-surface water table**	Sum	1		
1.4.8	PSA8.8.7	**River Diversion**	Sum	1		
					CARRIED FORWARD	

PART 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
1.5.	**PSHSS**	**HEALTH AND SAFETY**				
1.5.1	PSHSS 6.1.2	**Preparation of the contractor's site-specific Health and Safety Plan**	PS	1	3 500.00	3 500.00
1.5.2	CR 5(1)l	**Principal contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations**	PS	1	50 000.00	50 000.00
1.5.3	OHSA 8	**Principal contractor's time related obligations in respect of Occupational Health and Safety Act and the Construction Regulations**	Month	30	10 000.00	300 000.00
1.5.4	GSR 2, PSHSS 7.7	**Provision of SABS approved Personal Protective Equipment**	PS	1	255 000.00	255 000.00
1.5.5	CR 8(5); PSHSS 6.1.5	**Provision of two (2) full-time SACPCMP registered Construction Health and Safety Officers for the duration of the Contract**	Month	30	60 000.00	1 800 000.00
1.5.6	PSHSS 6.1.5	**Provision of two (2) full-time Health and Safety Administrators for the duration of the Contract**	Month	30	17 000.00	510 000.00
1.5.7	CR 7(1)(g); PSHSS 7.2	**Cost of medical certificates and medical surveillance**	PS	1	800 000.00	800 000.00
1.5.8	CR 7(1)(g); PSHSS 7.2	**OH&S Legal Compliance Training**	Sum	1	430 000.00	430 000.00
1.5.9	GSR 3; PSHSS 7.6	**Provision of First Aid Boxes to GSR requirements**	PS	1	20 000.00	20 000.00
1.5.10	DMR 18; PSHSS 7.13	**Lifting Equipment Inspection by AIA**	Sum	1	50 000.00	50 000.00
1.5.11	PSHSS 7.13	**Fall Protection**	Sum	1	175 000.00	175 000.00
1.5.12	NIHL 6	**Noise monitoring**	Sum	1	50 000.00	50 000.00
					CARRIED FORWARD	

PART 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
1.5.13	GSR 2B; PSHSS 7.8	**Mandatory, Warning and Informative Signage**	Sum	1	20 000.00	20 000.00
1.5.14	CR 12; PHSS 7.14	**Temporary Works Designs, Inspections and Approval**	Sum	1	50 000.00	50 000.00
1.5.15	CR 7(1)(c)(e)	**Submission of a Health and Safety File**	Sum	1	10 000.00	10 000.00
1.5.16	HBAR; PSHSS 7.29	**Compliance to Health-Related Epidemics, Pandemics and Biological Hazards**	Sum	1	50 000.00	50 000.00
1.5.17	PSHSS 7.25	**Compliance to Ergonomics Regulations**	Sum	1	50 000.00	50 000.00
1.5.18	PAR	**Compliance to Physical Agent Regulations 2025**	Sum	1	50 000.00	50 000.00
1.5.19		**Other - Provisional**	Sum	1	100 000.00	100 000.00
1.6.		**ENVIRONMENTAL REQUIREMENTS**				
1.6.1		**Contractor's initial obligations in respect of the compliance to Environmental Specifications**	Sum	1		
1.6.2		**Contractor's time related obligations in respect of the compliance to the Environmental Specifications**	Sum	1		
					CARRIED FORWARD TO SUMMARY	

PART 2: SITE CLEARING, EXCAVATION AND EARTHWORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 C	**SITE CLEARANCE**				
2.1.	8.2.1	**Clear and grub**				
2.1.1		a) Contractor's Camp Area	ha	1		
2.1.2		b) Dam site area	ha	2		
2.1.3		c) Topsoil stockpile area	ha	2.0		
2.1.4		d) Temporary stockpile area adjacent to quarry/borrow area	ha	0.5		
2.1.5	8.2.3	Remove and grub all trees and tree stumps irrespective of girth	ha	2		
	PSC 8.2.7	**Dismantle and remove pipelines, electricity transmission lines, cables, etc.** a) Pipework including couplings, valves etc outside dam of river diversion				
2.1.6		1) 900 mm dia steel pipe	m	78		
2.1.7		2) 900 mm dia steel Couplings	No	1		
2.1.8		3) 900 mm dia Specials (bends)	No	3		
	PSC 8.2.8	**Demolish and remove structures/buildings and dismantle steelwork, etc.**				
2.1.9		a) Headwall on downstream side of river diversion pipes	No	1		
2.1.10	8.2.10	Remove topsoil to a nominal depth of 150 mm and stockpile	m³	2 000		
	SANS 1200 D PSD	**EARTHWORKS**				
2.2.	8.3.2	**Bulk Excavation**				
2.2.1		a) Excavate in all materials for construction of Hardfill dam	m³	23 500		
2.2.2		b) Excavate in all materials for diversion pipe on US and DS side of dam	m³	365		
		c) Extra-over for:				
2.2.3		1) Hard-rock excavation	m³	1 000		
	8.3.3	**Restricted Excavation**				
2.2.4		a) Excavate in all material for construction of hardfill dam	m³	24 070		
		b) Extra-over for:				
2.2.5		1) Hard-rock excavation	m³	22 800		
	8.3.9	**Extra Over for Backfill of Fill materials against structures**				
2.2.6		a) Random backfill from stockpile on d/s side of dam	m³	22 550		
					CARRIED FORWARD	

PART 2: SITE CLEARING, EXCAVATION AND EARTHWORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
	8.3.10	**Topsoiling**				
2.2.7		a) Contractor's Camp Area, 150 mm depth	m²	10 000		
2.2.8		b) Downstream backfill of dam, 150 mm depth	m²	3 300		
2.2.9		c) Topsoil stockpile area, 150 mm depth	m²	20 000		
2.2.10		d) Temporary stockpile area adjacent to quarry/borrow area, 150 mm depth	m²	5 000		
	8.3.11	**Grassing or other Vegetation Cover**				
2.2.11		a) Contractor's Camp Area	m²	10 000		
2.2.12		b) Downstream backfill of dam	m²	3 300		
2.2.13		c) Topsoil stockpile area	m²	20 000		
2.2.14		d) Temporary stockpile area adjacent to quarry/borrow area	m²	5 000		
	PSD 8.3.14	**Foundation preparation**				
2.2.15		Foundation preparation below dam footprint including plinth block (#)	m²	11 200		
	PSD 8.3.15	**Treatment of Joints**				
2.2.16		a) Cement mortar	m³	250		
2.2.17		b) Cement grout	m³	250		
2.2.18		c) Dental concrete	m³	150		
	SANS 1200 DE	**SMALL EARTH DAMS**				
2.3.	8.3.6	**Toe drain, Complete Construction**				
2.3.1		a) Complete construction of drain d/s of right abutment as indicated on drawings	m	30		
	SANS 1200 LD	**SEWERS**				
2.4.	8.2.1	**Supply, Lay, Joint, Bed and test pipeline**				
2.4.1		a) 160 mm dia UPCV drainage pipe Class 6, complete with bedding class C at drain d/s of right abutment	m	200		
	SANS 1200 LB	**BEDDING**				
2.5.		**Supply only of Bedding by Importations**				
	8.2.2.1	From other necessary excavations				
2.5.1		a) Selected Fill material - Class C	m³	120		
	8.2.2.2	From borrow pits				
2.5.2		a) Selected granular material - Class C	m³	120		
					CARRIED FORWARD	

PART 2: SITE CLEARING, EXCAVATION AND EARTHWORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
2.6.	COTO C12.2.13	**CHAPTER 12 GEOTECHNICAL Establishment on site for drilling of rockbolts, dowels, soil nails or mechanical anchors**				
2.6.1		a) Establishment for drilling of rockbolts on right abutment	LS	1		
	C12.2.14	**Move to and set up at each rockbolt, soil nail or mechanical anchor position**				
2.6.2		a) Set up at rockbolt positions at right abutment	No	200		
	C12.2.15	**Install, grout and protect soil nails or rock bolts**				
2.6.3		a) Rock bolts, 12 m long TB500 25 mm galvanised bars, 114 mm dia hole	No	100		
2.6.4		b) Self-drilling anchor, 12 m long Titan 40/16 with 90 mm dia sacrificial bit	No	100		
	C12.2.16	**Extra over for tensioning soil nails or rockbolts**				
2.6.5		a) Rock bolts, 12 m long TB500 25 mm galvanised bars, 114 mm dia hole	No	10		
2.6.6		b) Self-drilling anchor, 12 m long Titan 40/16 with 90 mm dia sacrificial bit	No	10		
	C12.5.3	**Supply and installation of reinforcement**				
2.7.3	C12.5.3.2	Welded steel mesh fabric, Ref 395	m²	470		
	C12.5.4	**Shotcrete**				
2.7.4	C12.5.4.1	Flash/base coat, 75 mm thick	m²	470		
2.7.5	C12.5.4.2	Intermediate coat (75 mm thick)	m²	470		
	C12.5.7	**Geopipe collectors and weepholes**				
2.7.6	C12.5.7.1	Perforated HDPE drain pipe wrapped in 110 mm BIDIM A4 sock, 12 m long	m	1 230		
	C12.5.8	**Geocomposite/geosynthetic drain as specified**				
2.7.7	C12.5.7.1	Band drains, Netlon DN3 strips 100 mm wide @1.75 m spacing	m	350		
	C12.8.4	Moving to and setting up equipment for installing each drain position				
2.7.8		110 mm dia drilled at 5 deg from horizontal, 12 m long	No	110		
	C12.8.6	**Drill holes from horizontal drains to required depth**				
2.7.9		110 mm dia drilled at 5 deg from horizontal, 12m long	m	1 320		
					CARRIED FORWARD TO SUMMARY	

PART A: DIVERSION WORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.1.	SANS 1200 D PSD 8.3.2	**EARTHWORKS** Bulk Excavation				
A.1.1		a) Excavate in all materials for removal of diversion embankment	m³	4600		
A.2.	SANS 1200 DB PSDB 8.3.2	**EARTHWORKS (PIPE TRENCHES)** Excavate in all materials for trenches, backfill, compact and dispose of surplus material 900 mm dia in trench				
A.2.1		a) Excavation length exceeding 0 m, but not 1 m in depth	m	10		
A.2.2		b) Excavation length exceeding 1 m, but not 2 m in depth	m	6		
A.2.3		c) Excavation length exceeding 2 m, but not 3 m in depth	m	16		
A.2.4		d) Excavation length exceeding 3 m, but not 4 m in depth	m	11		
A.2.5		e) Excavation length exceeding 4 m, but not 5 m in depth	m	9		
A.2.6		f) Excavation length exceeding 5 m, but not 6 m in depth	m	6		
A.2.7		g) Excavation length exceeding 6 m, but not 7 m in depth	m	24		
	8.3.3	Extra over				
A.2.8		Soft rock excavation	m³	50		
A.3.	SANS 1200 DE 8.3.5	**SMALL EARTH DAMS** Forming Embankment				
A.3.1		a) Selected Impervious material from borrow area	m³	1250		
A.3.2		b) Gravel capping from commercial source	m³	75		
A.3.3	PSDE 8.3.5	c) Rockfill from quarry	m³	3250		
					CARRIED FORWARD	

PART A: DIVERSION WORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
A.4.	SANS 1200 H 8.3.1	**STRUCTURAL STEELWORK** Supply and Fabrication				
A.4.1		a) Trash rack, according to dwg 7474-042	No	1		
A.5.	8.3.2	Delivery to site				
A.5.1		a) Trash rack, according to dwg 7474-042	No	1		
A.6.	8.3.3	Erection on site				
A.6.1		a) Trash rack, according to dwg 7474-042	No	1		
A.7. A.7.1	SANS 1200 LB 8.2.1	**BEDDING OF PIPES** Provision of bedding from Trench Excavation				
A.7.2		a) Selected Fill material - Bedding Class C	m³	90		
	8.2.2.2	Supply only of bedding by Importation From borrow pits				
		a) Selected granular material - Class C	m³	50		
A.8.	SANS 1200 LD 8.2.5	**SEWERS** Inspection Chambers				
A.8.1		a) Head wall at diversion intake (LI)	No	1		
A.8.2		b) Head wall at diversion outlet (LI)	No	1		
A.8.19 A.8.20 A.9.	SANS 1200 L	**MEDIUM-PRESSURE PIPELINES** Straight pipes - All pipes and specials to be mild steel, 350W Copon, unless otherwise indicated				
A.9.1	8.2.5	a) 900 mm dia pipe, 9 m length	No	6		
A.9.2		b) 900 mm dia pipe, 8.875 m length	No	1		
A.9.3		c) 900 mm dia pipe, 2.620 m length	No	1		
A.9.4		d) 900 mm dia pipe, 5.110 m length with restraining flange	No	1		
A.9.5		e) 900 mm dia pipe, 0.25 m length with restraining flange	No	1		
A.9.6		f) 900 mm dia pipe, 2.675 m length with restraining flange	No	1		
					CARRIED FORWARD	

PART A: DIVERSION WORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
		Valves and specials				
A.9.7	8.2.5	a) 900 mm dia 40 degree medium radius bend	No	1		
A.9.8		b) 900 mm dia 45 degree medium radius bend	No	1		
A.9.9		c) 900 mm dia Arpol couplings, Stainless steel	No	1		
A.9.10		d) 900 mm dia Medium radius 75 degree bend	No	1		
A.9.11		e) 450 mm dia blank flange	No	1		
A.9.12		f) 900 mm dia blank flange	No	1		
A.10.	**SANS 1200 DK** 8.2.4	**GABIONS AND PITCHING** Geotextile				
A.10.1		a) Non-woven NW6 geotextile (LI)	m²	890		
		To be transferred to Item 1.4.8 (PSA 8.8.7)	**Sum**			
		NOT RE-MEASURABLE				

PART 3: FOUNDATION DRILLING AND GROUTING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PPS 9	**DRILLING AND GROUTING**				
3.1.	PPS 9.14.1	**Setting up equipment for drilling grout and drainage holes**				
3.1.1		a) Percussion Drilling Rig for grouting	No	200		
3.1.2		b) Percussion Drilling Rig for foundation drainage	No	200		
3.1.3		c) Percussion Drilling Rig for dam drainage at spillway	No	20		
3.1.4		d) Rotary core Drilling Rigs for inspection	No	2		
3.1.5		e) Percussion Drilling Rigs for grouting through hardfill in dam	No	5		
3.1.6		f) Percussion Drilling Rigs for drainage through hardfill in dam	No	6		
3.2.	PPS 9.14.2	**Drilling of grout and drainage holes**				
3.2.1		a) Percussion Drilling for grouting, 0-25 m, 0-30 deg	m	1 500		
3.2.2		b) Percussion Drilling for grouting, 25-50 m, 0-30 deg	m	1 000		
3.2.3		c) Percussion Drilling for drainage, 0-25 m, 0-30 deg	m	1 650		
3.2.4		d) Percussion Drilling for dam drainage at spillway, 0-25 m, 0-30 deg	m	560		
3.2.5		e) Rotary core drilling inspection, 0-25 m,0-30 deg	m	50		
3.2.6		f) Percussion drilling for drainage through hardfill in dam, 25-50 m,0-30 deg	m	130		
3.3.	PPS 9.14.3	**Re-drilling of grouted holes**				
3.3.1		a) Re-drilling for grouting, 0-30 deg	m	45		
3.4.	PPS 9.14.4	**Water pressure tests**				
3.4.1		a) Abbreviated water pressure tests	No	308		
3.4.2		b) Full water pressure tests	No	103		
3.5.	PPS 9.14.7	**Curtain grouting**				
3.5.1		Pre stage Curtain Grouting	No	200		
3.5.2		1st Stage Curtain Grouting	No	200		
3.5.3		2nd Stage Curtain Grouting	No	70		
3.5.4		3rd Stage Curtain Grouting	No	60		
3.5.5		4th Stage Curtain Grouting	No	50		
3.5.6		5th Stage Curtain Grouting	No	30		
3.5.7		6th Stage Curtain Grouting	No	15		
					CARRIED FORWARD	

PART 3: FOUNDATION DRILLING AND GROUTING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
3.6.	PPS 9.14.8	**Grouting materials**				
3.6.1		a) CEM 1 cement	t	32		
3.6.2		b) Bentonite	t	1		
3.7.1	PPS 9.14.9	**Grouting additives**	PS	1	250 000.00	250 000.00
3.8.	PPS 9.14.10	**Casings**				
3.8.1		a) Casings for percussion drilling through soil	m	50		
3.8.2		b) EO for permanent casings	m	30		
3.9.	PPS 9.14.11	**Recovery of cores**				
3.9.1		a) Core recovery	m	50		
3.9.2		b) Core boxes	No	10		
3.10.	PPS 9.14.14	**Sleeve Pipes**				
3.10.1		a) 80 mm dia PVC sleeve pipe cast into plinth	m	120		
3.10.2		b) 80 mm dia PVC sleeve cast into intake tower base	m	25		
					CARRIED FORWARD TO SUMMARY	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.1.	SANS 1200G PSG 8.2.1	**CONCRETE (STRUCTURAL)** **Scheduled Formwork** **Rough**				
4.1.1		a) Upstream vertical steps of hardfill dam, inclusive of anchorage into Hardfill	m²	4 900		
4.1.2		b) Downstream vertical steps of hardfill below backfill, inclusive of anchorage into Hardfill	m²	1 250		
4.1.3		c) Sides of joints in crest	m²	35		
4.1.4		d) Sides of joints in upstream reinforced concrete facing	m²	200		
4.1.5		e) Sides of joints in plinth block	m²	100		
4.1.6		f) Sides of joints in levelling concrete	m²	425		
4.2.	8.2.2	**Smooth**				
4.2.1		a) Upstream and downstream crest concrete including kicker	m²	520		
4.2.2		b) Vertical exposed faces of spillway steps D/S	m²	970		
4.2.3		c) Vertical exposed upstream and downstream face of NOC	m²	2 900		
4.2.4		d) Sloped face of plinth block	m²	1 210		
4.2.5		e) Upstream end of plinth	m²	165		
4.2.6		f) Downstream face of longitudinal gallery	m²	970		
4.2.7		g) Downstream vertical face of hardfill dam above backfill, inclusive of anchorage into Hardfill	m²	2 910		
4.3.	8.2.5	**Narrow Widths**				
4.3.1		a) Grooves in GEVR steps, 250 mm wide on each step according to drawings	m	1 680		
4.3.2		b) Gallery drain side , 300 mm wide	m	325		
4.4.	**PSG 8.2.7**	**Sliding Formwork**				
4.4.1		a) Upstream reinforced concrete slab	m²	7 130		
4.5.	8.3 8.3.1	**Scheduled Reinforcement Items** **Steel bars**				
4.5.1		High tensile steel bars				
4.5.2		a) Plinth block reinforcement	t	450		
4.5.3		b) NOC Crest Concrete reinforcement	t	711		
4.5.4		c) Lacing bars for dowel connection at spillway sidewall	t	2		
4.5.5		d) Upstream Slab Reinforcement	t	444		
					CARRIED FORWARD	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
4.6.	**PSG 8.3.4**	**Anchor rods (dowels)**				
4.6.1		a) 25 mm dia galvanized dowels at plinth	t	16		
4.6.2		b) 25 mm dia Dowels at spillway/sidewall connection	t	1		
4.6.3		c) 25 mm dia Dowels at hardfill/Ogee connection	t	4		
4.6.4		d) 25 mm dia Dowels at crest capping	t	3.0		
4.7.	**PSG 8.3.5**	**Spillway Facing Tie-Rod**				
4.7.1		a) 16 mm diameter high tensile threaded bar in downstream spillway as on drawings	No	2 850		
4.8.	**PSG 8.4.1**	**Scheduled Concrete Items** Prescribed Mix Concrete				
4.8.1		a) No-fines concrete below face slab	m³	965		
4.8.2		b) 20 mm thick mortar bed (1:5 Cement sand)	m²	7 110		
4.9.	8.4.3	**Strength Concrete**				
4.9.1		a) Mass concrete levelling concrete 20 MPa / 19 mm	m³	3 155		
4.9.2		b) Reinforced concrete for plinth block 30 MPa / 19 mm	m³	2 960		
4.9.3		c) Reinforced concrete for crest 30 MPa / 19 mm	m³	355		
4.9.4		d) Mass concrete infilling 20 MPa / 19 mm downstream of gallery access and between dam and access	m³	310		
4.9.5		e) Spillway downstream steps Grade 30 MPa / 19 mm	m³	620		
4.9.6		f) Mass concrete d/s of spillway gallery Grade 20 MPa / 19 mm	m³	60		
4.9.7		g) Mass concrete in longitudinal gallery floor Grade 20 Mpa / 19 mm	m³	245		
4.9.8		h) Mass concrete around diversion pipe Grade 20 Mpa / 19 mm	m³	150		
4.9.9		i) Mass concrete for waterstop anchorage Grade 20 Mpa / 19 mm	m³	20		
					CARRIED FORWARD	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
4.10.	8.4.4	**Unformed Surface Finishes**				
4.10.1		a) Steel-Floated Finish to plinth	m²	935		
4.10.2		b) Steel Floated Finish to crest concrete	m²	1 630		
4.10.3		c) Steel-Floated Finish to Spillway downstream steps	m²	470		
4.10.4		d) Steel-Floated Finish to Spillway Coping	m²	155		
4.10.5		e) Steel-Floated Finish to horizontal upstream and downstream steps	m²	5 800		
4.10.6		f) Steel-floated finish to levelling concrete top	m²	5 950		
4.10.7		g) Steel floated finish to longitudinal gallery floor and drain	m²	805		
4.10.8		h) Steel floated finish to top of river diversion encasement	m²	100		
4.11.	**PSG 8.5**	**Joints**				
4.11.1		a) Contraction joints at crest, 0.3 m deep	m	140		
4.11.2		b) Polyurethane joint sealer 10 x 20 mm at crest	m	140		
4.11.3		c) "0-32" Hydrofoil uPVC Centre Bulb waterstop from SIKA or equal approved at u/s NOC vertical crest and slab connection	m	270		
4.11.4		d) "0-32" Hydrofoil uPVC Centre Bulb waterstop from SIKA or equal approved at u/s slab vertical joints	m	740		
4.11.5		e) "DR-29" Hydrofoil uPVC Rearguard waterstop from SIKA or equal approved at u/s slab vertical joints	m	740		
4.11.6		f) "0-32" Hydrofoil uPVC Centre Bulb waterstop from SIKA or equal approved at u/s spillway and sloped slab connection	m	40		
4.11.7		g) "0-32" Hydrofoil uPVC Centre Bulb waterstop form SIKA or equal approved at plinth block and upstream face connection	m	320		
4.11.8		h) Polyurethane joint sealer 10 x 20 mm at vertical upstream NOC and sloped slab connection	m	270		
4.11.9		i) "DR-29" Hydrofoil uPVC Rearguard waterstop from SIKA or equal approved at plinth block and u/s slab connection	m	320		
4.11.10		j) 10 mm thick jointex at u/s NOC and sloped slab connection	m	220		
					CARRIED FORWARD	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
4.12.	**PSG 8.6**	**Manufacture and Erect Precast Elements**				
4.12.1		a) Side posts for crest balustrade	No	3 060		
4.12.2		b) Precast Cap beam for balustrade	No	280		
4.12.3		c) 900 x 900 mm Precast Drainage Culvert	m³	11		
4.12.4		d) 2800 x 1500 x 300mm deep Precast Roof elements for gallery	m³	235		
4.12.5		e) Ventilation shaft, 900 mm dia ID at longitudinal gallery	m³	5		
4.13.	**PSG 8.9**	**Building pipes into Concrete Work**				
4.13.1		a) 110 mm PVC T piece cast into concrete at gallery	No	170		
4.13.2		b) 90 mm HDPE Drainage pipes cast into NOC coping	No	90		
4.13.3		c) 900 mm dia river diversion pipe encased in concrete	No	1		
4.14.	**PSG 8.10**	**Concreting of face slabs**				
4.14.1		Reinforced concrete for US face slab, Class 30 Mpa/19mm	m³	2 150		
4.15.	**PSG 8.11**	**Filling of Diversion pipe**				
4.15.1		Filling of diversion pipe with 20 MPa cementious grout	m³	35		
	PPS 5.5	**DOWEL BARS**				
4.17.	PPS 5.5.1	**Set up for drilling and grouting of holes**				
4.17.1		a) 62 mm dia hole, vertical dowels at plinth	No	830		
4.17.2		b) 50 mm dia hole, vertical dowels between ogee and hardfill	No	170		
4.17.3		c) 50 mm dia hole, vertical dowels at crest capping	No	405		
4.18.	PPS 5.5.2	**Drilling of dowel holes**				
4.18.1		a) 62 mm dia hole, vertical dowels at plinth	m	3 320		
4.18.2		b) 50 mm dia, vertical dowels between ogee and hardfill	m	510		
4.18.3		c) 50 mm dia hole, vertical dowels at crest capping	m	610		
4.19.	PPS 5.5.3	**Anchorage of dowel bars into drilled hole**				
4.19.1		a) 25 mm dia dowels at plinth	m	3 320		
4.19.2		b) 25 mm dia dowels between ogee and hardfill	m	510		
4.19.3		c) 25 mm dia dowels at crest capping	m	610		
					CARRIED FORWARD	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
4.21.	**SANS 1200LD** PSLD 8.2.1	**SEWERS PIPEWORK** **Supply, lay joint, bed and test pipeline**				
4.21.1		a) 160 mm Drainex pipe laid in no-fines concrete drain below upstream facing	m	3 000		
4.21.2		b) 90 mm HDPE, PE 100, PN8 pipe cast into crest coping as in dwgs	m	40		
4.21.3		c) 110 mm PVC pipe Class 6 inside gallery fastened to gallery wall with holderbats	m	360		
4.21.4		d) 75 mm PVC drainage pipe in downstream drain	m	35		
4.22.	8.2.2	**Extra over for specials**				
4.22.1		a) 110 mm PVC T-section cast into concrete at plinth	No	170		
4.22.2		b) 160 mm UPVC T-section in no-fines	No	35		
4.22.3		c) 110 mm PVC cap	No	170		
4.22.4		d) Long radius bend for drainex pipe in no-fines drain	No	170		
4.24.	**PPS 10** PPS 10.11.1	**HARDFILL DAM** **Hardfill Concrete**				
4.24.1		a) Grade 5/40 Hardfill for dam body	m³	134000		
4.24.2		b) Grade 5/40 Hardfill for downstream access road	m³	120		
4.25.1	PPS 10.11.2	**Hardfill Mixing Platform**	Sum	1		
4.26.	PPS 10.11.3	**Variations in Cementitious content**				
4.26.1		a) Variation in Cement Type II VL 42.5N	ton	938		
4.27.	PPS 10.11.4	**Extra over PPS10.11.3 for GEVR and GE-Hardfill**				
4.27.1		a) GEVR/GE-hardfill at downstream face	m³	3 500		
4.27.2		b) GEVR/GE-hardfill at Upstream face	m³	4 900		
4.27.3		c) GEVR/GE-hardfill at Longitudinal and access gallery	m³	460		
4.27.4		d) GEVR/GE-hardfill at sides of foundation	m³	1 000		
4.28.	PPS 10.11.5	**Bedding Mortar**				
4.28.1		a) Bedding mortar at gallery level	m²	4 500		
					CARRIED FORWARD	

PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
4.29.1	PPS 10.11.6	**Filler concrete (Grade 20/40)**	m³	100		
4.30.1	PPS 10.11.7	**Full Scale Trial**	PS	1	1 500 000.00	1 500 000.00
4.31.1	PPS 10.11.8	**In-situ Shear Testing of Hardfill layers**	No	9		
4.32.	PPS 10.11.9	**PVC Waterstops**				
4.32.1		a) 250 mm PVC water stops at downstream face of spillway	m	110		
4.33	PPS 10.11.10	**Crack inducers in upstream face**				
4.33.1		2 mm thick, 200 mm wide galvanized steel plate	m	200		
4.34.	PPS 10.11.11	**Crack inducers in downstream face**				
4.34.1		a) 2 mm thick, 200 mm wide galvanized steel plate	m	200		
4.35.	PPS 10.11.12	**Crack directors**				
4.35.1		a) 1.5 mm thick, 250 mm high HDPE sheeting, 2 m wide installed in every 4th layer	m	4 100		
4.36.	PPS 10.11.13	**Set ups for 150 mm core drilling in hardfill**				
4.36.1		a) 150 mm core drilling at NOC and spillway	No	6		
4.37.1	PPS 10.11.14	**Standby for 150 mm core drilling Rig**	hr	100		
4.38.	PPS 10.11.15	**Drilling and Recovery of 150 mm core in hardfill**				
4.38.1		a) 150 mm core drilling at NOC and spillway	m	150		
4.39.	PPS 10.11.16	**Water Pressure testing in the 150 mm core holes in hardfill**				
4.39.1		a) 150 mm holes at 5m stages with packers	No	36		
4.40.1	PPS 10.11.17	**Grouting of 150 mm core holes in hardfill**	No	6		
					CARRIED FORWARD TO SUMMARY	

PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200G PSG	**CONCRETE (STRUCTURAL)**				
		Scheduled Formwork				
5.1.	8.2.1	**Rough**				
5.1.1		a) Inside faces of access gallery	m²	270		
5.1.2		b) Sump sides	m²	1.5		
	8.2.2	**Smooth**				
5.1.3		a) Vertical exposed faces of intake tower walls inside and outside	m²	715		
5.1.4		b) Vertical exposed faces of intake base inside and outside	m²	460		
5.1.5		c) Valve control room walls inside and outside	m²	140		
5.1.6		d) Valve access inside and outside	m²	200		
5.1.7		e) Concrete stairs inside access	m²	15		
5.1.8		f) Curved for gallery access	m²	20		
	8.2.6	**Box out holes/Form Voids**				
5.1.9		a) Large, other than circular, Box out for 900 x 600 mm louvre	No	4		
	8.3	**Scheduled Reinforcement Items**				
5.2.	8.3.1	**Steel bars**				
		High tensile steel bars				
5.2.1		a) Reinforcement for intake tower base	t	56		
5.2.2		b) Reinforcement for intake tower walls	t	30		
5.2.3		c) Reinforcement for valve room and access	t	15		
5.3.	PSG 8.3.4	**Anchor rods (dowels)**				
5.3.1		a) Y32 Galvanised Dowels with hooked end, 6 m deep into rock intake tower, vertical	t	6.5		
	8.4	**Scheduled Concrete Items**				
5.4.	8.4.3	**Strength Concrete**				
5.4.1		a) Mass concrete 20 MPa / 19 mm for intake tower base	m³	465		
5.4.2		b) Reinforced concrete 30 MPa / 19 mm for intake tower wall	m³	200		
5.4.3		c) Reinforced concrete 30 MPa / 19 mm for downstream valve room and access	m³	100		
5.4.4		d) Mass concrete 20 Mpa / 19 mm gallery access floor, including stairs	m³	80		
					CARRIED FORWARD	

PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
5.5.	8.4.4	**Unformed Surface Finishes**				
5.5.1		a) Steel-Floated Finish for intake tower base and roof	m²	150		
5.5.2		b) Steel-Floated Finish for valve control room floor and roof	m²	175		
5.5.3		c) Steel-Floated Finish gallery access floor and roof	m²	300		
5.5.4		d) Steel-Floated Finish for access stairs	m²	30		
5.5.5		e) Steel-Floated Finish for infilling behind gallery access	m²	45		
5.6.	PSG 8.5	**Joints**				
5.6.1		a) "0-32" Hydrofoil uPVC Centre Bulb waterstop from SIKA or equal approved at intake tower and upstream facing	m	30		
5.7.	PSG 8.6	**Manufacture and Erect Precast Elements**				
5.7.1		a) Precast valve chamber removable roof slabs	m³	2		
5.7.2		b) Precast gallery access roof	m³	40		
5.7.3		c) Precast valve chamber access roof	m³	12		
5.8.	PSG 8.9	**Building pipes into Concrete Work**				
5.8.1		a) 600 mm Steel pipe cast into intake tower walls	No	4		
5.8.2		b) 600 mm Steel pipe cast into valve chamber walls	No	2		
	PPS 5.5	**DOWEL BARS**				
5.9.	PPS 5.5.1	**Set up for drilling and grouting of holes**				
5.9.1		a) 76mm dia, vertical dowels at intake tower	No	135		
	PPS 5.5.2	**Drilling of dowel holes**				
5.9.2		a) 76mm dia, vertical dowels at intake tower	m	810		
	PPS 5.5.2	**Anchorage of dowel bars into drilled hole**				
5.9.3		a) 32mm dia dowels at intake tower, galvanized	m	810		
	1200 L	**MEDIUM-PRESSURE PIPELINES**				
5.10.	8.2.1	**Supply, Lay and bed pipes complete with couplings**				
5.10.1		a) 300 mm dia pipe UPVC pipe, class 9 for gallery drainage	m	60		
					CARRIED FORWARD	

PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
5.11.	8.2.5	**Supply and Place Pipes, Valves and Specials (short runs)** Straight pipes - All pipes and specials to be mild steel, flanged and 350W Copon, unless otherwise indicated				
5.11.1		a) 600 mm dia pipe, 1.160 m length with puddle flange	No	3		
5.11.2		b) 600 mm dia pipe, 0.825 m length	No	3		
5.11.3		c) 600 mm dia pipe, 3.69 m length	No	2		
5.11.4		d) 600 mm dia pipe, 7.60 m length	No	1		
5.11.5		e) 600 mm dia pipe, 3.11 m length with 2 No puddle flanges	No	1		
5.11.6		f) 600 mm dia pipe, 1.265 m length	No	1		
5.11.7		g) 600 mm dia pipe, 0.775 m length	No	1		
5.11.8		h) 600 mm dia pipe, 9.0 m length	No	6		
5.11.9		i) 600 mm dia pipe, 1.085 m length	No	1		
5.11.10		j) 600 mm dia pipe, 3.29 m length with puddle flange	No	1		
5.11.11		k) 600 mm dia pipe, 3.07 m length with puddle flange	No	1		
5.11.12		l) 600 mm dia pipe, 5.0 m length with puddle flange	No	1		
5.11.13		m) 900 mm dia pipe, 9 m length	No	4		
5.11.14		n) 600 mm dia pipe, 6.0 m length wrapped	No	1		
5.11.2		o) 150 mm dia pipe, 9.0 m length	No	1		
5.12.	8.2.5	**Valves and specials**				
5.12.1		600-150 mm dia stub 200 mm length, welded onto 600 mm dia flange	No	1		
5.12.2		600 mm dia, 90 degrees sweep tee	No	4		
5.12.3		600 mm dia Arpol Coupling or similar, stainless steel	No	8		
5.12.4		600 mm dia Trash racks as indicated on drawings, Stainless steel	No	4		
5.12.5		600 mm dia Butterfly Valve	No	6		
5.12.6		600 mm dia Medium radius T junction	No	1		
5.12.7		900 mm dia Blank flange with 100 mm N11 Machining from flange OD, with 200 mm dia stub pipe, 250 mm long	No	2		
5.12.8		300mm dia, Swing check valve	No	1		
5.12.9		600 mm dia blank flange	No	1		
					CARRIED FORWARD	

PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
5.13.	1200 DB 8.3.2	**PIPE TRENCHES** **Excavate in all materials for trenches, backfill, compact and dispose of surplus material** 200 mm dia in trench				
5.13.1		a) Excavation length not exceeding 1 m in depth	m	10		
5.13.2		b) Excavation length exceeding 1 m, but not 2 m in depth	m	20		
5.13.3		c) Excavation length exceeding 2 m, but not 3 m in depth	m	5		
5.13.4		d) Excavation length exceeding 3 m, but not 4 m in depth	m	5		
5.13.5		e) Excavation length exceeding 4 m, but not 5 m in depth	m	10		
5.14.	1200 LB	**BEDDING OF PIPES** **Provision of bedding from trench Excavation**				
5.14.1		a) Selected Fill material - Bedding Class C for pipe to spillway	m³	30		
5.14.2		b) Selected Fill material - Bedding Class C for pipe to end sill	m³	350		
	8.2.2.2	**Supply only of Bedding by Importation** From borrow pits				
5.14.3		a) Selected granular material - Bedding Class C to spillway	m³	40		
5.14.4		b) Selected granular material - Bedding Class C to end sill	m³	50		
5.15.	1200 H 8.3.1	**STRUCTURAL STEELWORK** **Supply and Fabrication**				
5.15.1		a) Steel security door, according to drawings	No	1		
5.15.2		b) Steel Louvre windows, according to drawings	No	4		
5.15.3		c) Cast-in 50 x 50 x 4 mm Angles including fish tail anchors for all pipes	t	2		
5.15.4		d) Pipe support strapping at vertical and horizontal pipes according to drawings	t	2		
					CARRIED FORWARD	

PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
	8.3.2 8.3.2.1	**Delivery to site** Normal delivery				
5.15.6		a) Steel security door, according to drawings	No	1		
5.15.7		b) Steel Louvre windows, according to drawings	No	4		
5.15.8		c) Cast-in 50 x 50 x 4 mm Angles including fish tail anchors for all pipes	t	2		
5.15.9		d) Pipe support strapping at vertical and horizontal pipes according to drawings	t	2		
	8.3.3	**Erection on site**				
5.15.10		a) Steel security door, according to drawings	No	1		
5.15.11		b) Steel Louvre windows, according to drawings	No	4		
5.15.12		c) Cast-in 50 x 50 x 4 mm Angles including fish tail anchors for all pipes	t	2		
5.15.13		d) Pipe support strapping at vertical and horizontal pipes according to drawings	t	2		
5.16.	8.3.7	**Handrails**				
5.16.1		a) Handrail (three tier), hot dip galvanised mild steel, according to drawings in inlet tower	m	30		
5.16.2		b) Handrail (three tier), hot dip galvanised mild steel, according to drawings in valve chamber	m	5		
5.17.	8.3.8	**Ladders, Complete and Installed**				
5.17.1		a) Ladder, galvanized steel, valve house + tower as indicated on drawings	m	40		
5.18.	8.3.9	**Flooring, Complete and Installed**				
5.18.1		a) 50 x 5 mm stainless steel grating as per drawings, including beams in intake tower	m²	60		
5.18.2		b) 50 x 5 mm stainless steel grating as per drawings in valve chamber including vertical pillar and beams	m²	15		
5.19.		**Supply, install test and commission overhead crane**				
5.19.1		a) 1 ton overhead crane in intake tower, inclusive of installation etc	PS	1	900 000.00	900 000.00
5.19.2		b) Overheads, charges and profit on (a) above	%			
					CARRIED FORWARD TO SUMMARY	

PART 6: CONCRETE WORKS - OGEE SPILLWAY AND STILLING BASIN

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.1.	SANS 1200G PSG 8.2.1	**CONCRETE (STRUCTURAL)** **Scheduled Formwork** **Rough**				
6.1.1		a) Covered faces of stilling basin sidewall and training walls	m²	310		
6.1.2		b) Covered faces of sill d/s of stilling basin	m²	75		
6.2.	8.2.2	**Smooth**				
6.2.1		a) Spillway side walls	m²	600		
6.2.2		b) Exposed faces of stilling basin walls	m²	500		
6.2.3		c) Stilling basin flow dividers	m²	35		
6.2.4		d) Stilling basin splitter	m²	110		
6.2.5		e) Stilling basin end sill	m²	150		
6.2.6		f) Exposed faces of spillway U/S	m²	120		
6.2.7		g) Sloping curved face to spillway ogee	m²	230		
6.2.8		h) Exposed faces of sill d/s of stilling basin	m²	80		
6.3.	PSG 8.2.7	**Special formed construction joints**				
6.3.1		a) Below stilling basin flow dividers	m²	30		
6.3.2		b) Connection between spillway sidewall and hardfill NOC	m²	125		
6.4.	8.3 8.3.1	**Scheduled Reinforcement Items** **Steel bars** High tensile steel bars				
6.4.1		a) Spillway side walls	t	29		
6.4.2		b) Stilling basin walls	t	53		
6.4.3		c) Stilling basin apron and end sill and splitters	t	85		
6.4.4		d) Stilling basin flow dividers	t	2		
6.4.5		e) Spillway Ogee crest	t	69		
6.5	8.3.1	Low tensile steel bars				
6.5.1		a) Spillway side walls	t	0.3		
6.6	PSG 8.3.4	**Anchor rods (dowels)**				
6.6.1		a) Y16 Galvanised dowels from flow dividers into spillway body	t	0.25		
6.6.2		b) Y32 Galvanised Dowels with hooked end, 4 m deep into rock, vertical at spillway apron and retaining walls	t	10		
6.6.3		c) Y25 Dowels drilled into hardfill from sidewalls	t	1.5		
					CARRIED FORWARD	

PART 6: CONCRETE WORKS - OGEE SPILLWAY AND STILLING BASIN

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
6.7.	8.4	**Scheduled Concrete Items**				
	PSG 8.4.1	**Prescribed Mix Concrete**				
6.7.1		a) No-fines concrete drain underneath stilling basin	m³	100		
6.7.2		b) 20 mm thick mortar bed (1:5 Cement Sand)	m²	640		
6.8.	8.4.3	**Strength Concrete**				
6.8.1		a) Reinforced concrete for spillway side walls 30 MPa / 19 mm	m³	240		
6.8.2		b) Reinforced concrete for stilling basin walls 30 MPa / 19 mm	m³	435		
6.8.3		c) Reinforced concrete for stilling basin apron including splitters 30 MPa / 19 mm	m³	565		
6.8.4		d) Reinforced concrete for stilling basin dividers Class 30 MPa/19 mm	m³	10		
6.8.5		e) Reinforced concrete for Ogee crest 30 MPa / 19 mm	m³	570		
6.8.6		f) Mass concrete infill at dowels for stilling basin Class 20 MPa / 19 mm	m³	20		
6.8.7	8.4.3(a)	Extra Over Item 4.9.5, 6.8.2, 6.8.3 and 6.8.4 for the replacement of 10% of the cement content with silica fume	m³	500		
6.9.	8.4.2	**Unformed surface Finishes**				
6.9.1		a) Steel-floated finish to top of spillway side walls	m²	45		
6.9.2		b) Steel-floated finish to stilling basin apron and end sill	m²	550		
6.9.3		c) Steel-floated finish to top of stilling basin walls	m²	150		
6.9.4		d) Steel-floated finish to stilling basin flow dividers	m²	8		
6.9.5		e) Steel-floated finish to stilling basin splitters	m²	6		
6.9.6		f) Steel-floated finish to upstream slab of spillway	m²	85		
	PSG 8.5	**Joints**				
6.10.1		a) Waterbars : 250 mm wide hydrofoil UPVC centre bulb waterstop	m	150		
6.10.2		b) Waterbars : 250 mm wide hydrofoil UPVC rearguard type "S" waterstop	m	150		
6.10.3		c) Shear Keys to details on the drawings	m	150		
6.10.4		d) M10 Chemical anchors	No	40		
					CARRIED FORWARD	

PART 6: CONCRETE WORKS - OGEE SPILLWAY AND STILLING BASIN

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
6.11	PSG 8.9	**Building pipes into concrete work**				
6.11.1		a) 600 mm dia steel pipe cast into stilling basin wall	No	1		
6.11.2		b) 150 mm dia steel pipe cast into stilling basin wall	No	2		
6.11.3		c) 76 mm dia PVC weephole pipes cast into stilling basin wall	No	10		
6.11.4		d) 100 mm dia PVC drainage pipes cast into stilling basin wall	No	30		
	PPS 5.5	**DOWEL BARS**				
6.12	PPS 5.5.1	**Set up for drilling and grouting of holes**				
6.12.1		a) 50 mm dia, vertical dowels at flow divider and hardfill dam	No	50		
6.12.2		b) 50 mm dia, 10 deg dowels at flow divider and hardfill dam	No	50		
6.12.3		c) 76 mm dia, vertical below stilling basin	No	128		
6.12.4		d) 50 mm dia, 10 deg, between spillway side wall and hardfill	No	60		
6.12.5		e) 50 mm dia, vertical, between spillway side wall and hardfill	No	10		
6.12.6		f) 76 mm dia, vertical retaining walls	No	48		
6.13	PPS 5.5.2	**Drilling of dowel holes**				
6.13.1		a) 50 mm dia, vertical dowels at flow divider and hardfill dam	m	50		
6.13.2		b) 50 mm dia, 10 deg dowels at flow divider and hardfill dam	m	50		
6.13.3		c) 76 mm dia, vertical below stilling basin	m	520		
6.13.4		d) 50 mm dia, 10 deg, between spillway side wall and hardfill	m	200		
6.13.5		e) 50 mm dia, vertical, between spillway side wall and hardfill	m	180		
6.13.6		f) 76 mm dia, vertical retaining walls	m	195		
					CARRIED FORWARD	

PART 6: CONCRETE WORKS - OGEE SPILLWAY AND STILLING BASIN

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
6.14.	PPS 5.5.3	**Anchorage of dowel bars into drilled holes**				
6.14.1		a) 50 mm dia, vertical dowels at flow divider and hardfill dam	m	50		
6.14.2		b) 50 mm dia, 10 deg dowels at flow divider and hardfill dam	m	50		
6.14.3		c) 50 mm dia, vertical below stilling basin	m	520		
6.14.4		d) 50 mm dia, vertical at sill downstream of stilling basin	m	200		
6.14.5		e) 50 mm dia, 10 deg, between spillway side wall and hardfill	m	180		
6.14.6		f) 50 mm dia, vertical, between spillway side wall and hardfill	m	195		
6.15.	**1200 LD PSLD** 8.2.1	**SEWERS PIPEWORK** **Supply, lay joint, bed and test pipeline**				
6.15.1		a) 150 mm dia half round PVC Class 9 pipes under stilling basin	m	235		
6.15.2		b) 150 mm dia PVC Class 9 drain pipe in end sill	m	20		
6.15.3		c) 1200 mm dia HDPE pipes for sleeves at dowels	m	20		
	8.2.2	**Extra over for specials**				
6.15.4		a) End sill drain pipe caps (HDPE)	No	7		
6.16.	**1200 D**	**EARTHWORKS** **Extra over for backfill or fill material against structures**				
6.16.1		a) Filter sand for draining behind spillway retaining walls	m^3	75		
6.17.	**1200 DK PSDK** 8.2.4	**GABIONS AND PITCHING** **Geotextile**				
6.17.1		a) Non woven NW6 geotextile behind weepholes at stilling basin walls	m^2	5		
					CARRIED FORWARD TO SUMMARY	

PART 7: RUBBLE MASONRY CONCRETE SPILLWAY SILL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7.1.	**SANS 1200 C** 8.2.1	**SITE CLEARANCE** **Clear and grub**				
7.1.1		Spillway Sill area	ha	0.1		
7.1.2	8.2.3	Remove and grub all trees and tree stumps irrespective of girth	ha	0.1		
7.1.3	8.2.10	Remove topsoil to a nominal depth of 150 mm and stockpile	m³	100		
7.2.	**1200 D PSD** 8.3.2	**EARTHWORKS** **Bulk Excavation**				
7.2.1		a) Excavate in all materials for construction of end sill	m³	1 400		
		b) Extra-over for:				
7.2.2		1) Hard-rock excavation	m³	50		
7.3.		**Extra over for backfill or fill material against structures**				
7.3.1		a) Random backfill on upstream of spillway sill	m³	850		
7.3.2		b) Random backfill on downstream of spillway sill	m³	400		
7.4.	**PPS 7** PPS7.9.2.1	**RUBBLE MASONRY CONCRETE** **Foundation Preparation**				
7.4.1		a) Preparation of competent rock foundation surface	m²	120		
7.4.2		b) Preparation of fill or ground surface	m²	20		
	PPS7.9.2.2	**Mortar Blinding**				
7.4.3		a) 175 mm deep 1 + 3 Cement + Sand receiving layer	m²	20		
	PPS7.9.2.3	**Rubble Masonry Concrete**				
7.4.4		a) 1 part Cement to approximately 6 part Sand (9 Mpa)	m³	200		
		b) Area of Structure to be flush/recess pointed				
7.4.5		i) Upstream face of spillway sill	m²	100		
7.4.6		ii) Downstream face of spillway sill	m²	115		
7.4.7		iii) Crest of spillway sill	m²	40		
7.4.8		iii) Inside of drainage openings	m²	25		
					CARRIED FORWARD	

PART 7: RUBBLE MASONRY CONCRETE SPILLWAY SILL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					BROUGHT FORWARD	
7.5.	**SANS 1200 G** PSG 8.4.1	**CONCRETE** **Prescribed Mix Concrete**				
7.5.1		No-fines concrete drain blocks	m³	0.3		
	8.6	**Manufacture (or supply) and erect precast elements**				
7.5.2		Concrete Lintels, 1.2 m long 110 x 75 mm	No	96		
7.6.	8.3 8.3.4	**Scheduled Reinforcement Items** **Anchor rods (dowels)**				
7.6.1		25 mm dia galvanized dowels at spillway sill	t	1.2		
	PPS 5.5 PPS 5.5.1	**DOWEL BARS** **Set up for drilling and grouting of holes**				
7.6.2		62 mm dia, vertical dowels at spillway sill	No	50		
	PPS 5.5.2	**Drilling of dowel holes**				
7.6.3		62 mm dia, vertical dowels at spillway sill	m	200		
	PPS 5.5.3	**Anchorage of dowel bars into drilled holes**				
7.6.4		25 mm dia, vertical dowels at spillway sill	m	200		
7.7.	**1200 LD** PSLD 8.2.1	**SEWERS PIPEWORK** **Supply, lay joint, bed and test pipeline**				
7.7.1		250 mm UPVC Class 9	m	5		
					CARRIED FORWARD TO SUMMARY	

PART 8: INSTRUMENTATION

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PPS29	**DAM MONITORING INSTRUMENTATION**				
8.1.	29.9.1	**Survey Prism Targets, Survey Monuments and Fixed points**				
8.1.1		a) Survey Prism Targets	No	4		
8.1.2		b) Survey Monuments	No	2		
8.2.1	29.9.2	**Geodetic Survey Instruments**	No	1		
8.3.1	29.9.3	**Electrical Piezometers**	No	10		
8.4.	29.9.4	**Direct Temperature Measurement Instruments**				
8.4.1		a) Thermocouples	No	22		
8.5.1	29.9.5	**Strain gauges**	No	24		
8.6.	29.6.6	**Supply and installation of instrument cabling**				
8.6.1		a) Cabling from piezometers to read out unit	m	1 000		
8.6.2		b) Cabling from strain gauges to read out unit	m	1 700		
8.6.3		c) Cabling from thermocouples to read out unit	m	1 700		
8.7.1	29.9.7	**Flow Measuring Weirs**	No	3		
8.8.1	29.9.8	**Water Level Staff Gauges**	No	1		
8.9.1	29.9.10	**Automated Data Acquisition System**	Sum	1		
8.10.1	29.9.11	**Instruments Reading during construction**	Sum	1		
8.11.1	29.9.12	**Supervision of installation of instrumentation and equipment and testing**	Sum	1		
8.12.1	29.9.13	**Operation and Maintenance training**	Sum	1		
					CARRIED FORWARD TO SUMMARY	

PART 9: DAYWORKS

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9.1.	**PPS 8**	**DAYWORKS**				
9.1.1	PPS 8.4.2.1	Provide for gross remuneration of all labour authorised by the Engineer to be employed on dayworks	PS	1	300 000.00	300 000.00
9.1.2	PPS 8.4.2.2	Provide for the Contractor's allowance over and above item 9.1.1 to cover all costs incurred in providing labour for dayworks	%			
9.1.3	PPS 8.4.2.3	Provide for the cost of the Contractor's plant authorised by the Engineer to be employed on dayworks. Such costs to be paid at hire rates, as quoted in the Tender Forms	PS	1	300 000.00	300 000.00
9.1.4	PPS 8.4.2.4	Provide for the Contractor's allowance over and above item 9.1.3 to cover all costs incurred in providing plant for dayworks	%			
9.1.5	PPS 8.4.2.5	Provide for the cost of materials at rates quoted approved by the Engineer, if no rate is supplied) for supplying on site materials authorised by the Engineer for use on dayworks	PS	1	500 000.00	500 000.00
9.1.6	PPS 8.4.2.6	Provide for the Contractor's allowance over and above item 9.1.5 to cover all costs incurred in supplying material for dayworks	%			
					CARRIED FORWARD TO SUMMARY	

CONSTRUCTION OF NTSONYINI NGQONGWENI OFF-CHANNEL STORAGE DAM – CONTRACT 2

SUMMARY OF SCHEDULE

PART 1: PRELIMINARY AND GENERAL	_____
PART 2: SITE CLEARING, EXCAVATION AND EARTHWORKS	_____
PART 3: FOUNDATION DRILLING AND GROUTING	_____
PART 4: HARDFILL DAM WITH CONCRETE UPSTREAM FACING	_____
PART 5: INTAKE TOWER, ACCESS GALLERY, INCLUDING PIPEWORK	_____
PART 6: CONCRETE WORKS - OGEE SPILLWAY AND STILLING BASIN	_____
PART 7: RUBBLE MASONRY CONCRETE SPILLWAY SILL	_____
PART 8: INSTRUMENTATION	_____
PART 9: DAYWORKS	_____
SUB TOTAL 1	_____
Add 10% for Escalation	_____
SUB TOTAL 2	_____
Add 5% for Contingencies	_____
SUB TOTAL 3	_____
Contract Skills Development Goal (CSDG) @ 0.25% of SUB TOTAL 3	_____
SUB TOTAL 4	_____
ADD 15% V.A.T. of SUB TOTAL 4	_____
GRAND TOTAL CARRIED FORWARD	_____

	Total as per PSA 8.2.5	% of Sub-Total 1
SANS 1200A Items 8.3: Fixed Charge and Value Related Items	----------	%
SANS 1200A Items 8.4: Time Related Items	----------	%

END OF SECTION

PART C2.3: DAYWORKS SCHEDULE

This Daywork Schedule shall be used for the valuation of any additional or substituted work which cannot be valued at the rates and prices submitted in the Schedule of Quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Daywork Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the specifications.

The Tenderer shall provide rates which shall apply if the Engineer orders additional or substituted work to be carried out on a daywork basis and shall therefore be in accordance with the requirements of sub-clause 13.6 of the Conditions of Contract, as amended.

1. LABOUR AND MATERIALS

Rates and prices entered in the Schedule shall be held to allow for the gross remuneration of the labour employed and the net cost of materials actually use.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works, and which may be required for use on a daywork basis. The proposed hire rates for these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators. It is in the Tenderer's interest to ensure that the list is complete.

Should there be insufficient space on the pages provided the Tenderer shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORK RATES.

A LABOUR

DESIGNATION	RATE/HR		DESIGNATION	RATE/HR
Welder			Gangers	
Carpenters			Plant Operators	
Bricklayers			Truck Drivers	
Steel Fixers			Labour	
Pipe layers				

B MATERIALS

DESIGNATION		RATE
Cement	per 50 kg pocket delivered	
Concrete sand	per m³ delivered	
Concrete Aggregate	per m³ delivered	
Reinforcement steel, round	per ton mild steel delivered	
	per ton high tensile steel delivered	

DESIGNATION		RATE
Reinforcement steel, fabric	per ton delivered	
Bricks, stock	per 1 000 delivered	
Bricks, engineering	per 1 000 delivered	
Bricks, face	per 1 000 delivered	

C PLANT AND EQUIPMENT

DESCRIPTION	NON-WORKING RATE/HR*	OPERATING RATE/HR
Road stabilizer		
Lowbed truck		
30T Mobile crane		
50T Mobile crane		
Concrete Batching plant (20 m^3/h)		
30T Excavators		
Grader		
Soil Stabilizer		
Water trucks		
Front end loader		
D5 Dozer		
D8 Dozer		
Standby generator		
Rock dumpers		
15T / 18T Roller compactors		
TLB		
Diesel tanker		
Ambulance		
Service truck		
Percussion Drill Rigs		
Diamond Drill Rigs		

END OF SECTION

O.R. TAMBO DISTRICT MUNICIPALITY

PORTION 2: THE CONTRACT

PART C3: SCOPE OF WORKS

VOLUME 1:

PAGE

C3.1 DESCRIPTION OF THE WORKS C3.1-1

C3.2 PROJECT SPECIFICATIONS C3.2-1

VOLUME 2:

PAGE

C3.3 STANDARD SPECIFICATIONS C3.3-1

C3.4 PARTICULAR SPECIFICATIONS C3.4-1

PART C3.1: DESCRIPTION OF THE WORKS

This part contains a general description of the works, the site and the requirements to be met.

GENERAL

PS-1 PROJECT DESCRIPTION

PS-1.1 General

The OR Tambo District Municipality (ORTDM) in in the process of expanding water supply to the Nyandeni Local Municipality (LM) and Port St Johns LM in the Eastern Cape through Phases 2 and 3 of the Ntsonyini Ngqongweni Regional Water Supply Scheme (NNRWSS).

The water supply portion of the NNRWSS is conceived to consist of a river abstraction works on the uMzimvubu River, which will deliver raw water to the Ntsonyini Off-channel Dam on the Kuzele River, a tributary of the uMzimvubu River.

The revised supply area of the NNRWSS covers Wards 2, 6, 17, 18, 19, 20 and 27 of Nyandeni LM and Wards 1, 2, 3, 4, 7, 8, 9 and 16 of Port St Johns LM; approximately 1 250 km² containing 208 villages, 49 158 households and a projected population of 227 110.

PS-1.2 Description of the Project

While the larger scheme includes the construction of access roads, abstraction works, treatment plant, reticulation network and associated reservoirs, this contract pertains only to the construction of the off-channel dam.

The proposed Ntsonyini Off-channel Dam is located approximately 40 km to the east of Mthatha towards Port St John's. The area for implementation falls under the Nyandeni and Port St John's Local Municipalities and forms part of the communal land of the former Transkei. Figure 1 shows the locality.

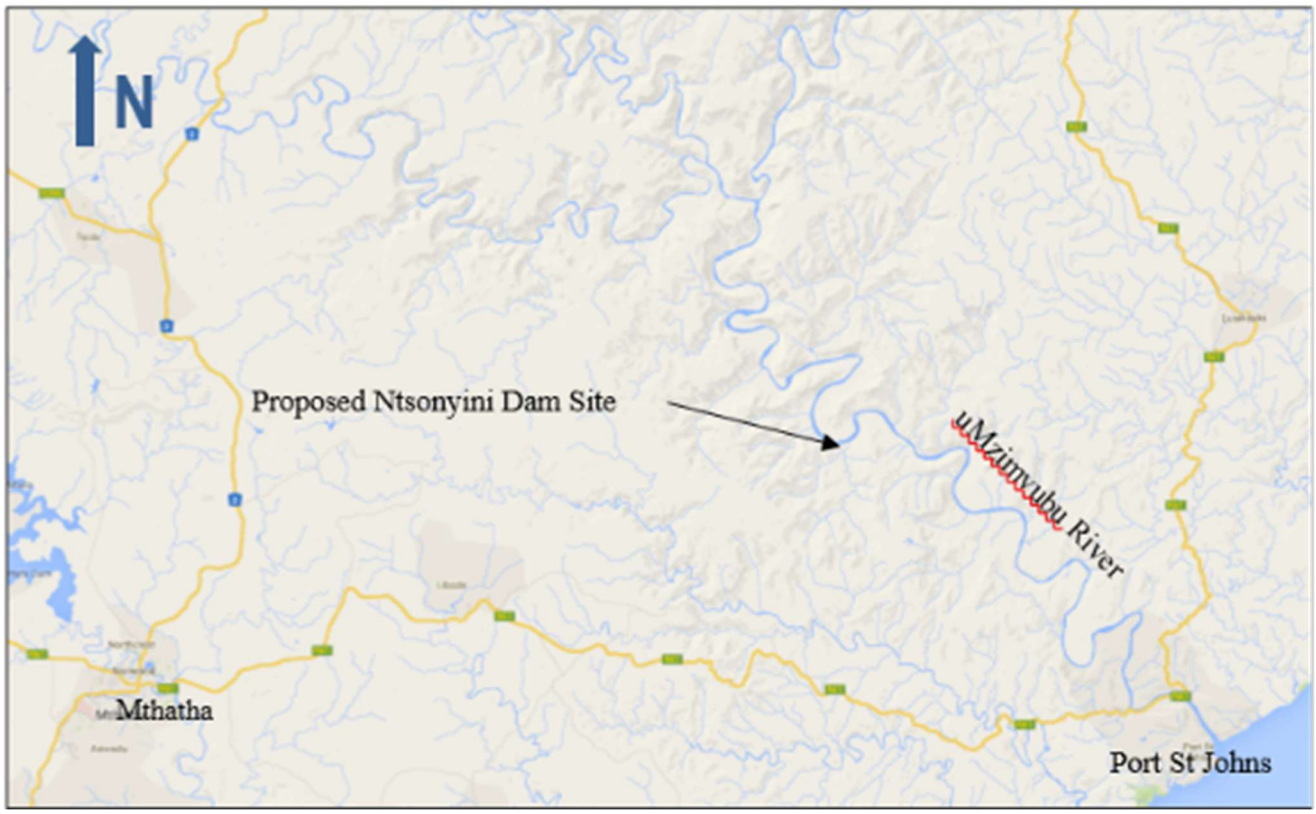

Figure 1 Proposed Dam Location

PS-2 OVERVIEW AND DETAILS OF THE CONTRACT

The proposed dam is configured as a symmetrical Hardfill dam with upstream impervious reinforced concrete face and a separate reinforced concrete intake tower. The dam spillway will be incorporated over the Hardfill structure and will be fitted with a USBR Type III stilling basin. An RMC structure as part of the stilling basin will be constructed downstream of the stilling basin at the dam.

The proposed work is described in detail on the drawings included in Volume 2 and is described briefly below:

- Upgrading of the access road between the R61 and the dam site approximately 12 km.
- Establishment of a construction camp
- Provision of temporary river diversion facilities.
- Establishing a quarry and crusher in the basin of the dam.
- Finalisation of excavation of dam foundations.
- Construction of the upstream plinth and galleries including:
- Foundation dowels
- Reinforced concrete elements
- Curtain grouting
- Drainage hole drilling
- Hardfill manufacture and placement, including:
    - Manufacture and sourcing of Hardfill aggregates
    - Cementitious materials storage facilities
    - Completion of construction of a Hardfill mixing platform
    - Hardfill mix design development
    - Full scale trial
    - Transportation, placement and compaction of Hardfill in the dam
    - Placement and compaction of GEVR/GE-Hardfill
    - Curing
- Construction of the spillway, including:
    - Conventional concrete ogee cap
    - Spillway side walls
    - Stilling basin, including drainage and doweling facilities
- Construction of a reinforced concrete intake tower, including:
    - Foundation dowels
    - Structural Steel crane elements, ladders, platforms, etc
    - Valves and Pipework
- Construction of a reinforced concrete valve chamber/access facility.
- Construction of downstream RMC structure
- Construction of a rockfill-earthfill cofferdam at the abstraction works

PS 3 OVERVIEW AND DETAILS OF THE CONTRACT

PS 3-2 ACCESS

Access to the proposed Ntsonyini Dam can be gained from the R61 Mthatha – Port St John's between Road approximately 55 km from Umtata, where a gravel road turn off to the left. This gravel road will be upgraded as part of the larger scheme but will need to be used in its current state for access to the works.

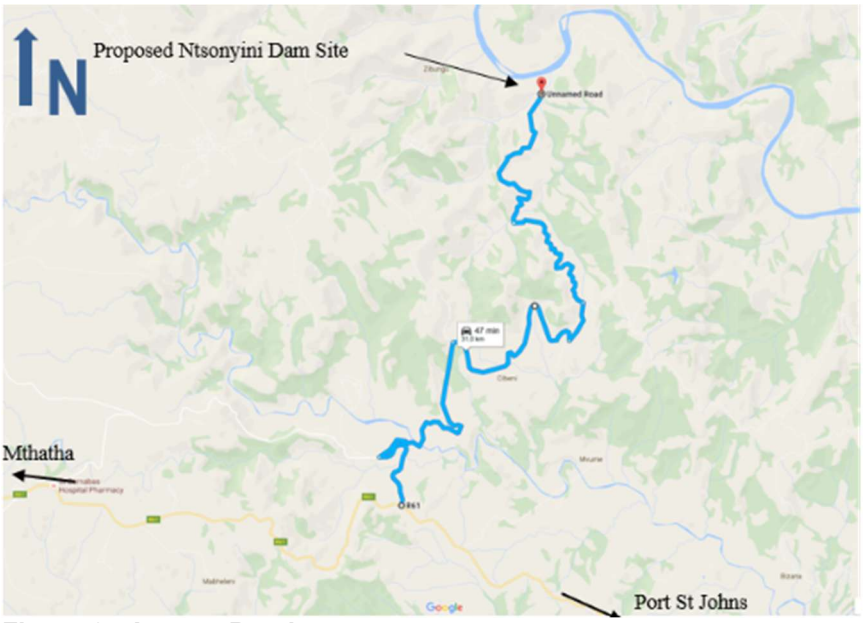

Figure 2 Access Road

PS-3-2 Use of the Site

PS 3.2.1 Definitions and Use of the Site

The Site shall be defined as the general working area indicated on the Drawings. Drawing 9919/003 shows the extent of this general working area. It is a requirement of the contract that no construction activities, personnel or vehicles leave this area, except through the main access roads to the works.

Other areas of the Site not specifically defined but which may be required by the Contractor for the location of other facilities and/or additional spoil or borrow areas shall be subject to the prior approval of the Engineer regarding extent, access, programme and layout.
If required by the Engineer certain areas shall be demarcated as “no go” areas and appropriate signage and fencing shall be erected.

The Contractor shall not use the Site for any purpose other than that of executing the Works or for that purpose for which it has been designated and shall confine his operations to within these areas unless otherwise approved in writing by the Engineer.

PS-3.2.2 Property Outside the Site

The Contractor shall not enter upon land outside the Site or beyond the road reserve boundaries of the access roads, without written approval from the Engineer. In particular the Contractor shall note the requirements and restrictions of the Environment Specifications.

PS-3.2.3 Ownership of Natural Materials

Earth, stone, gravel, sand, clay and all other materials excavated or existing on the Site shall not become the property of the Contractor but will be at his disposal only in so far as they are approved for use in the Works by the Engineer.

PS-3.2.4 Ownership of Existing Structures and Equipment

All existing structures or equipment on the Site that are required to be demolished and/or removed in terms of the Contract shall remain the property of the Employer and, except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

END OF SECTION

PART C3.2: PROJECT SPECIFICATIONS

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PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS

PS-4.1 Setting and Geology

The dam site is situated in a non-perennial tributary to the uMzimvubu River. The mountainous area exhibits steep slopes and cliffs comprising highly jointed hard to very hard rock dolerite, shale and mudstone. The site is located in the Sub-Escarpment Savannah Bioregion, exhibiting small trees, bushes, shrubs and aloes, with very little grassland.

The geology, founding conditions and excavation information for Ntsonyini Dam is addressed in Section C4 Site Information.

PS4.2 Construction and Foundation Materials testing

A limited programme of testing of soil samples from the dam foundation and surrounds was carried out by ARQ Consulting Engineers and the results are included in Section C4. Detailed information regarding the investigations can be viewed at the Offices of the Engineer during the Tender Period.

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5.1 General

The Contractor is referred to all parts of SANS 1921, as listed in Section C3.1 : Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration, and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-5.1.1 Contractor's Methods and Materials

Acceptance of the Tender will not signify acceptance of the Contractor's Equipment, proposed methods of construction, Tendered Contract Programme, Temporary Works or materials, nor will it in any way relieve the Contractor of any of his responsibilities under the Contract. Further it will not be accepted as a basis for claiming additional compensation where the proposed methods of construction or the proposed materials do not comply with the Specification and are not accepted by the Engineer for reasons of inadequacy or of non-viability in fulfilling the Contract.

Unless otherwise directed, the Contractor shall submit to the Engineer for approval full details concerning the methods, equipment and materials proposed for each section of the work or installation. These shall be referred to as Method Statements and the details as included in Tender Form O shall be supplemented as necessary and confirmed to the Engineer not later than 28 days before the programmed commencement of work in the area concerned unless indicated otherwise. Initial activities shall be based on Tender Form O unless otherwise agreed in writing by the Engineer.

Each Method Statement shall, as a minimum, clearly define the scope and intent of the activity, including reference to applicable drawings, specifications, standards, and permits. It shall identify the roles and responsibilities of key personnel and the required qualifications or competencies. All plant, equipment, materials, and temporary works necessary to complete the activity shall be described, including any limitations, inspection requirements, or certification obligations.

The Method Statements shall provide a step-by-step sequence of operations, describing the proposed construction methodology in sufficient detail to demonstrate technical adequacy, safety, and constructability. This shall include hold points, inspection and test requirements, tolerances, and interfaces with other activities. The sequence shall be logical and reflect efficient execution while maintaining control of quality and risks.

Comprehensive health, safety, and environmental (HSE) provisions shall be included, incorporating a task-specific risk assessment and identifying hazards, control measures, and required personal protective equipment. Environmental controls such as erosion and sediment management, noise, dust, and waste handling shall be addressed. Emergency procedures relevant to the activity shall also be defined.

The Method Statements shall define the quality assurance and control measures, including inspection and test plans (ITPs), acceptance criteria, documentation requirements, and records to be maintained. It shall demonstrate how compliance with specifications and standards will be verified throughout the work.
Submission of all Method Statements shall include all supporting information, including drawings, calculations, temporary works design (where applicable), permits, and manufacturer's instructions.

In order to develop a suitable Method Statement the Contractor shall have prior discussions with the Engineer's staff to discuss the appropriateness of the activity before submission of the Method Statement.

The Engineer will approve or comment on the proposals within 7 days of receipt unless otherwise indicated. Multiple rounds of submissions may be required until the Method Statements meet the satisfaction of the Engineer.

The Engineer's consent will not be unreasonably withheld provided the methods, equipment and materials proposed may be expected to produce an acceptable end result, but any approval, consent, acceptance or agreement by the Engineer shall not relieve the Contractor of his responsibilities for safety, adherence to the programme, compliance with the Specification and Drawings or any other requirements in fulfilment of the Contract.

After operations have been commenced, it is possible that modifications to the construction methods originally agreed upon will be found desirable and such modifications will be made from time to time by agreement in writing between the Engineer and the Contractor.
If, however any method, equipment, appliances, types or quality of Temporary Works are, in the opinion of the Engineer, either unsafe or unsuitable for accurate and efficient construction, or will not meet the design intent or quality of the Works, the Engineer will instruct the Contractor to replace or modify the aspect or aspects concerned, whether or not the Contractor is in agreement with such opinion, and the Contractor shall forthwith make the required alterations and effect the work in accordance with them without any additional payment.

PS-5.1.2 Contractor's Designs

Where an alternative design is initiated by the Contractor he shall be responsible for timeously obtaining any required design criteria from the Engineer as necessary and for the submissions of full design proposals and cost implication for the Engineer's consideration.

PS-5.2 Quality Assurance (QA) (Read with SANS 1921-1:2017 Clause 4.4)

PS-5.2.1 Quality System

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site in terms of Clause 7 of the Conditions of Contract for approval by to Engineer. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure. The Contractor's (QA) policy will be on enlargement of that presented in Tender Form V.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

The Contractor shall submit to the Engineer for approval before the commencement of any major activity, his proposed quality control assurance methodology and proceedings to be observed during the Contract. Should the Engineer deem the QA system to be inadequate to ensure construction to specification, the Contractor shall adapt the system to conform. The Engineer shall audit the Contractor's QA system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the project, or construction outside specification.
The Contractor shall keep a life-cycle quality history, in check-list format, for all activities and work elements requiring quality assurance or quality control. This shall include, as a minimum, the aspects listed below, together with all additional inspections, tests, measurements, records, hold points, witness points, verification activities

and corrective actions required by the Specifications, the approved Quality Management System, the approved Method Statements, the Inspection and Test Plans, applicable standards, and good industry practice. The extent and frequency of such actions shall be sufficient to demonstrate compliance with the Contract and to provide a complete auditable record of the quality of the Works.

- Vegetation clearing.
- Topsoil stripping: Conservation, stockpiling, reinstatement thickness.
- Services crossed: Position, authority informed, damage, protection.
- Survey: Pre-excavation, setting out, ground levels, as built levels and dimensions.
- Pipe control: Pre-delivery inspection.
- Excavation: Width, profile, water, pumping
- Pipe laying: Position, jointing invert level.
- Concrete works: Slump, cube strength, curing.
- Hardfill Grading, Veebee times, temperatures, moisture content densities, cube strength, curing, etc.
- Backfilling Layer thickness, density tests.
- Bedding Quality, density.
- Materials Compliance with specification.
- Layerworks Thickness control, density, grade etc., including asphalt.

The records shall describe the inspections, tests, measurements, results, non-conformances, remedial measures, approvals, dates, personnel responsible and any other relevant quality-control actions undertaken.

PS-5.2.2 Agreement to System

By way of Tender Form W the Contractor shall submit a general outline of the above Quality Management system under the headings given in PS-5.2.1 with comprehensive examples of documentation to be used.

Within 28 days after the Commencement Date and based on the general outline and any amendments thereto requested prior to acceptance of the Tender, the Contractor shall submit comprehensive details of the system as required above, making use wherever possible of diagrams, charts, organograms, etc., in preference to lengthy description, all for the approval of the Engineer. Such details shall be updated from time to time as appropriate or as directed by the Engineer.

The Contractor shall commence the operation of the Quality Management system without delay and in accordance with the Engineer's approval of the general outline and documentation examples as accepted with the Tender and shall thereafter modify the system from time to time in accordance with further details as approved by the Engineer.

PS-5.2.3 Provision of Materials and Goods

a) Proprietary Brands

Where the Specification refers to materials of a particular brand name the Contractor may offer an equivalent for the Engineer's approval, but the Engineer is under no obligation to accept the alternative, and no claims will be entertained if the alternative is not accepted.

b) Testing of Materials

Unless otherwise stated in the Specification, all testing shall be carried out and interpreted in strict accordance with the methods specified in the relevant British and South African Standards. Unless otherwise stated in the Specification, the testing laboratories of the South African Bureau of Standards, the Council of Scientific and Industrial Research (South Africa), and the Portland Cement Institute (South Africa) will be accepted as approved independent laboratories in which tests or design work required in terms of a Specification may be carried out. Other testing laboratories may be used by the Contractor subject to the approval of the Engineer.

c) Quality of Materials and Samples

When required by the Engineer, the Contractor shall furnish all information of the materials to be used in the Works and shall give the Engineer such other particulars as may be required.

When requested, the Contractor shall provide samples, information and manufacturer's test certificates of the materials to be incorporated in the Works.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's instructions.

PS-5.2.4 Competence of Workmen

The competence of personnel required to undertake operations involving particular skills affecting the quality of the Works shall be demonstrated to the Engineer by means of tests arranged by the Contractor. These could include the following activities: concrete compaction, repairs, grouting, formwork erection, etc. Should the competence of any member of the Contractor's workforce be in doubt, the Engineer may order any re-testing he considers necessary at any stage throughout the Contract. Suitable means of identification of different skills and training levels of workmen by way of badges or such like shall be instituted.

Workmen shall only receive their practical training on those parts of the Works as agreed by the Engineer.

PS-5.2.5 Inspection

The Contractor shall carry out sufficient inspection and tests to satisfy himself that all requirements of the Specification are being met, and the results of inspections and tests shall be submitted to the Engineer in accordance with the Contractor's Quality Management System. The Engineer may carry out such inspections and tests as he deems necessary and the results of the Engineer's inspections and tests will be made available to the Contractor if so requested.

Where the Contractor's or Engineer's inspections and/or tests reveal that the requirements of the Specification have not been attained, the Contractor shall, at his expense, so rectify the work to the extent that it does conform with the Specification.

Whenever the regular period for carrying on work is to be changed, the Engineer shall be given notice in sufficient time (at least 28 days) to rearrange staffing for proper inspection. The Engineer shall be given notice of any other proposed changes to normal working times at the weekly progress meetings or as necessary to cope with emergencies.

PS-5.3 Management and disposal of water (Read with SANS 1921-1:2017 Clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-5.4 Disposal of spoil or surplus material (Read with SANS 1921-1:2017 Clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-5.5 Testing (Read with SANS 1921-1:2017 Clause 4.11)

PS-5.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site, or he may employ the services of an independent SANAS accredited commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates, and no additional payment will be made for testing as required.

PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the Bill of Quantities, but tests that fail to confirm compliance with the specifications, will be for the account of the Contractor.

PS-5.5.3 Tests on Completion

In the event that the Contractor is prevented from carrying out or completing wet Tests on Completion of the mechanical Works or any other item requiring Tests on Completion solely due to low water levels in the reservoirs prior to the issue of the Taking-Over Certificate for the whole of the Works, the Contractor will be required to carry out or complete outstanding testing work during the Defects Notification Period.

The issue of the Taking-Over Certificate shall not unreasonably be withheld in this event but shall exclude those items of work which have not been tested to the satisfaction of the Engineer.

PS-5.6 Survey beacons (Read with SANS 1921-1:2017 Clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services (Read with SANS 1921-1:2017 Clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Of importance in this regard is the services pertaining to the overhead power lines which cross over the valley above the proposed location of the power lines.

PS-5.8 Management of the environment (Read with SANS 1921-1:2017 Clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS-5.9 Overhaul

All haul will be viewed as Freehaul for this project. The related costs for all haulage shall be deemed to be included in the individual materials rates. **No Overhaul will be paid**.

PS-5.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his Sub-Contractors are able to identify themselves as members of the construction team.

PS-5.11 Contractor's Returns

Records and returns shall be reported to the Engineer in a format acceptable to the Engineer.

a) Weekly

The Contractor shall keep accurate daily records detailing work carried out on the Works and shall submit them to the Engineer prior to the weekly progress meeting or at such other times as the Engineer may require. The records shall include the following for each Portion of the Works separately and in sufficiently detail to establish the person-hours and equipment hours expended:

- Extent of work done;
- The numbers of each category of workmen and supervising staff;
- The numbers and types of Contractor's Equipment used;
- The time and duration of any significant delays or breakdowns of any Contractor's Equipment; and
- Any other events relevant to progress of the Works.

Notwithstanding the foregoing, the Engineer may employ members of his own staff to record some or all of the above data in addition to the Contractor's records. The Contractor shall also provide such further information as may be requested by the Engineer.

b) Monthly

The Contractor shall submit detailed returns at monthly intervals of personnel on Site, principal materials ordered or manufactured, and stocks on Site and of Contractor's Equipment, Plant and Temporary Works on the Site or due to be delivered to or removed from the Site.

The Contractor shall also submit a detailed return at monthly intervals on progress of manufacture of any Plant or Contractor's Equipment ordered.

c) Progress Photographs

The Contractor shall take at least 60 digital photographs per month showing the progress of the Works from locations agreed with the Engineer. Each photograph shall be clearly identified by location, date taken and brief description or title and shall be of sufficient resolution and quality to provide a clear record of the relevant work, site condition or construction activity. The photographs shall be submitted to the Engineer each month in an agreed compiled electronic format.. The photographs shall be the property of the Employer.

d) Daywork and Similar Records

In accordance with Sub-Clause 6.5 of the Conditions of Contract records shall be kept daily of labour, materials and equipment where there is an agreement to pay by dayworks. Such records shall be valid only when signed by both parties. Failure to submit daywork sheets on a daily basis shall result in rejection of the sheets.

In cases where there is any dispute or uncertainty on payment procedure, sheets shall be signed daily by both the Engineer and Contractor as an agreed record of work done but shall not imply any commitment concerning payment. These sheets shall be annotated "For record purposes only".

PS-5.12 Recruitment and Training

As part of the Employer’s requirements for the main works of Construction of Ntsonyini Ngqongweni Off-Channel Storage Dam – Contract 2, certain requirements for recruitment and training of local labour have been prescribed. With this regard, in addition to this document, the Contractor is to comply with the following governing documents for the procurement and training:

- The Approved EMP; and
- The CIDB standard for developing skills through infrastructure contracts (Version 3.0, 28 April 2023).

The Contractor shall pursue a program of recruitment and training of persons from the Project locality which complies with the following requirements:

PS-5.12.1Recruitment

The Contractor is to set-up a Labour Desk in consultation with the Local Municipality. A skills register is to be compiled.

The Contractor will be required to provide a Recruitment Officer to be stationed on site. The function of the Recruiting Officer will be to act as the recruiting agent for the Contractor and Subcontractors (if so requested) and to liaise with the municipality and Employer regarding access and updating of the Skills Register Database as well as the Contractor's employment requirements.

The Contractor shall appoint, for the duration of the Works Contract, a Social Facilitator approved by the Engineer, to coordinate the activities of stakeholders; including the Labour Desk, Project Steering Committee, and Community Liaison Officer. The Social Facilitator will be employed by the Contractor and will also be accountable to the Engineer and Service Provider. Additionally the Social Facilitator shall monitor the Contractor's compliance with regards to the Project Recruitment and Training Specifications and Particular Specifications. The Social Facilitator shall be remunerated by the Contractor as per allowance in the bill PC sum.

The Labour Desk will compile and submit to the Contractor a list of suitably qualified Project locality employment candidates for interview purposes. The Contractor should be mindful, that the responsibility to verify the skills training claimed by the prospective candidates rests with the Contractor. No validation and verification of skills and training levels were conducted during the Skill Audit process.

The Contractor shall give preference to the employment of Black individuals from the Project locality as defined in PPS-7, provided that they perform in accordance with their contracts of employment and shall be continuously employed by the Contractor for as long as the Contractor requires persons in the positions held by such employees.

All semi-skilled and unskilled personnel shall be of South African nationality, and shall wherever possible, be recruited in terms of the socio-economic development objectives adopted by the Employer.

Within 14 days after the Commencement Date, the Contractor shall submit to the Engineer a comprehensive description of his initial labour requirements broken down into the number of persons required in each labour category e.g. Unskilled, Semi-skilled, Skilled, carpenters, steel fixers, shutter hands, drivers, clerks etc. This list will be used at the Labour Desk to identify suitable persons from the Skills Register Database. At regular intervals and as required, the Contractor must provide the Labour Desk with their possible future labour requirements. With such information the Labour Desk will compile and keep an updated Employment Opportunity Register that will be able to interface with the Skill Register Database.

Upon final selection of employment candidates from the candidate list, the Contractor will inform the Labour Desk in writing of who the successful employment applicants were. The Skills Register Database will then be updated accordingly to reflect the employment status of the individuals who were appointed. Within 24 hours of the termination of an appointment or an employment contract between the Contractor and an employee, the Labour Desk must be informed so that the applicable updating of the Skills Register Database can be done.

PS-5.12.2Remuneration

The Contractor shall pay his employees and shall ensure that his Subcontractors pay their employees rates of remuneration not less than prescribed by legislation and applicable to the area of the Works and shall observe conditions of employment which are no less favourable than those which are customary in the area in which the Works are to be constructed for those trades and occupations involved in the fulfilment by the Contractor of his obligations under the Contract. The Contractor shall also practice and ensure that his Subcontractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.

Provided that any rate or part of a rate of remuneration, fringe benefits or conditions of employment which are shown separately in the Tender which are attributable to allowances being made by the Contractor or his Subcontractors to persons employed by them in the Country who come from outside the Country shall be disregarded for the purpose of determining the performance by the Contractor of the obligations herein contained.

For the purposes of training, the CIDB Standard for Developing Skills through Infrastructure Contracts adjusted for inflation, is to be used in calculation for the payment of stipends.

PS-5.12.3Training

The Contractor shall achieve in the performance of the contract, the contract skills developments goals established in the Standard for Developing Skills through Infrastructure Contracts (CIDB, August 2013)

The Contractor shall carry out a training program for the duration of the construction process for personnel employed or to be employed by him. The program shall be directed towards:

- Satisfying the immediate requirements of the Works; and
- The long-term development of a viable engineering and construction skills base to support future projects;

Regarding the training of the labour force: The Contractor shall conduct formal employment induction sessions. This will include issuing each of his employees with an induction/health and safety booklet and for the duration of the Contract, continue with works related training as well as site health and safety seminars for each member of his personnel, personnel of the Engineer as well as those of the Employer working on the Site.

PS-5.12.4Labour Laws and Associations

Notwithstanding anything elsewhere contained in the Contract the Contractor shall recognise and ensure that his Subcontractors recognise the right and freedom of their respective employees to be members of trade unions of the employee's choice as may be permitted by legislation and the rights of such unions to bargain for improvement in the terms and conditions of employment of their members.

The Contractor shall ensure that his Subcontractors do not recruit nor attempt to recruit employees from among persons in the service of the Employer, the Engineer or any other person in contract with the Employer or any person in contract with such other person.

The Contractor shall be deemed to be acquainted with and shall comply with all relevant and applicable legislation in as far as Industrial Relations and Labour goes including the Basic Conditions of Employment Act 3 of 1983, the Labour relations Act 66 of 1995, the Employment Equity Act 55 of 1998 as they apply to the admission of personnel into and their employment in the Republic of South Africa.

PS-5.13 Labour Intensive Works

Certain works shall be required to be undertaken utilising labour-intensive construction methods, and which shall be undertaken by unskilled or semi-skilled workers. These include inter-alia

- Rubble Masonry Concrete works;
- Packing of gabions;
- Cleaning of foundations at the toe of the dam; and
- Lift surface cleaning during Hardfill operations.

Each item in the Bill of Quantities to which the labour-intensive requirements shall be applicable is marked "#"

PS-6 CONSTRUCTION PROGRAMME

PS-6.1 Preliminary programme

The envisaged Time for Completion for this Contract is 30 calendar months. The target date for the award of the Contract is November 2026, with construction commencing in January 2027. A broad concept programme is included herewith for illustration purposes only.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

With respect to the programmes and Method Statements required in accordance with Clause 5.6 of the Conditions of Contract, the preparation of up-to-date programmes which are relevant and reflect correctly and in appropriate detail the progression of the Contract is an essential requirement for the proper management of the Contract.

Such programmes will be used inter-alia:

- To monitor and record progress relative to completion requirements and other significant dates and for the preparation of schedules and graphs for progress meetings;
- As the basis for scheduling the issue of Construction Drawings by the Engineer;
- As the basis for scheduling submissions for approval of Method Statements, Drawings and other specified documents by the Contractor to the Engineer;
- To assess the need for official revision of the Contract Programme
- To generate input to cost flow and cashflow forecasts/actuals;
- As essential input to payment procedures in accordance with Clause 5 of the Conditions of

Contract and Clause 8.2 of SANS 1200A; and

- As essential documentation in the assessment of time effects in accordance with Clause 8 of the Conditions of Contract.

To achieve the above objectives the Contractor shall employ on his site staff a Planning Engineer, with proper support staff and systems, who is experienced in the application of suitable programming and construction software to handle the Project Engineering, financial and construction processes. Such planner will be responsible for the whole process including regular and frequent submission of documentation and programmes necessary to fulfil these requirements as determined by the Engineer.

The Contractor shall provide to the Engineer and keep updated the same software as being used by his own staff as well as advising on any upgrade of computer equipment that may be required.

PS-6.2 Programme Considerations

The Works shall be completed within the period for completion given in the Contract Data. The Contractor shall enter the overall times for completion for each section of the Works in Tender Form M. Such overall times shall be inclusive of float and discontinuities in the Contractor's Programme. The programme shall be submitted as two hard copies in MS Project (A3 size) as well as 1 x electronic copy on CD, version 2010 or later. The Contractor may use any programming software like Primavera or CCS, but MS Project shall be the format for communicating programme matters between the Contractor and the Engineer.

The Contractor shall pre-plan and programme all activities required to achieve the specified completion dates. In particular the Contractor shall indicate his detail planning and programming of the following:

The Contract Programme submission shall include as a minimum:

- Activity code definitions representing the work breakdown (Portions of the Works and sub-sections);
- Activity listing; and
- Logically linked bar chart (Gantt chart).

In relation to each activity the following minimum information shall be presented:

- Identification number (ID);
- Description;
- Duration in working days;
- Early start and early finish dates;
- Calendar;
- Bar indicating early start date, early finish date and duration; and
- Total float.

Activities shall include:

- As separate activities, Procurement, Fabrication, Delivery, Installation, Testing and Tests on Completion of Plant and Contractor's Equipment;
- Submittal and approval of Contractor's Method Statements, Designs, Proposals and such like for Temporary and relevant Permanent Works; and
- Work carried out by Subcontractors divided into separate activities.

The programme shall include the following key dates:

- Letter of Acceptance;
- Submission of Securities and Contractor's Insurances
- Start of impoundment
- Issue of Taking-Over Certificate.
- Completion Date

The programme shall include the following significant dates/periods:

- Interfaces with preceding, concurrent and follow-on Subcontractors, if any;
- Availability of facilities to be provided by the Employer;
- River Diversion phases for work
- Grouting works
- Activities leading to impoundment and
- Other relevant Activities.

The calendars defined shall include information on shutdown periods, vacation days, other non-working time periods as well as time scheduled for abnormal climatic conditions as directed in PS-11.

In support of the programme the following shall be submitted:

- Equipment and Manpower resource schedules, and the spread of resources.
- Schedule presenting calendar information;
- Schedule presenting cash flow projection. In the electronic version of the programme each relevant activity shall have costs assigned to it based on the Quantities and Tendered Rates contained in the priced Bill of Quantities, to allow the Engineer to generate various Cost Flow Projections based on "what if" analyses of the programme. In this regard, "cost" is defined as the earned value of work carried out in the relevant period; and

The Contractor shall take note of the fact that the Engineer may use the overall durations of Tender Form M in the evaluation of the respective time impacts under the provisions of SANS 1200 A for payment of relevant time related charges (resulting from, inter alia, varied work, delays etc.)

PS-6.3 Tendered Contract Programme

The Contractor shall have submitted a programme with his Tender in accordance with Clause 5.6 of the Conditions of Contract and Tender Form M to define the duration of the construction activities in connection with the various Portions of the Works. Such a programme shall have been designated the "Tendered Contract Programme" and shall contain as a minimum, the activities shown on the list of activities listed in the Engineer's Indicative Programme included below as well as the aspects indicated in PS-6.2. The activities listed in the "Tendered Contract Programme" should comply with the minimum requirements listed under PS-6.4.

PS-6.4 Contract Programme Maintenance and Progress Monitoring

During the execution of the Contract the Contractor shall comply with the following minimum requirements for Contract Programme maintenance and progress monitoring:

a) The Contract Programme shall be maintained using the latest version of MS Project, unless otherwise approved by the Engineer.
b) Five working days before the monthly progress meeting the Contractor shall submit to the Engineer a programme update that reflects the actual progress against current programmes and the effect on future activities.
c) The Contractor shall also submit a narrative report with each monthly update including a description of current and anticipated programme related problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.
d) All variances from the Contract Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Contractor using network logic and necessary corrective measures established, subject to the approval of the Engineer.
e) The Contractor shall submit to the Engineer a time impact analysis, inter alia, when:
    - Required by the Engineer to do so for purposes of evaluating the effect on the Contract Programme of a proposed variation;
    - A current or anticipated delay significantly affects, or would affect, key dates or the sequence of activities;
    - An acceleration in accordance with Clause 5.7.3 of the Conditions of Contract or other time reduction affects, or would affect, key dates or the sequence of activities;
    - The Contractor proposes to change any sequence of activities affecting the critical path;
    - The Contractor proposes to significantly change, in the opinion of the Engineer, the Contract Programme;
    - The Contractor proposes to significantly change, in the opinion of the Engineer, work methods, equipment or manpower; and
    - The Contractor submits a claim for an extension of time in terms of Clause 5.12 of the Conditions of Contract.

The time impact analysis shall, inter alia, demonstrate as appropriate:

- The impact of each change or delay on achieving key dates;
- The impact of each variation or requested extension of time on achieving key dates;
- The impact of each acceleration or other time reductions on the Contract Programme; and

- How the Contractor proposes to incorporate the change, delay, variation or requested extension of time into the programme.

When both the Contractor and the Engineer agree on the impact on the Contract Programme, of the change, delay or acceleration or other time reductions, the Contractor shall incorporate the appropriate logic revisions into a revised Contract Programme. Each revision shall be uniquely identified by sequential numbering. When the Contractor and Engineer cannot agree on the impact of the change, delay or acceleration or other time reductions before the next monthly programme update, the Contractor shall incorporate logic revisions as determined by the Engineer.

Once this revised Contract Programme has been approved by the Engineer all work shall be executed and monitored against this revised Contract Programme.

Logic revisions with respect to variations and claims for extension of time shall only be incorporated into the programme when so instructed by the Engineer. Such instruction by the Engineer shall not be construed as approval of any extension of time, variation or claim.

PS-6.5 Progress Meetings

The Contractor will be required to attend regular site meetings with the Engineer and where the progress of construction will be reviewed. Such meetings will normally be held monthly and may be attended by representatives of the Employer.

The Contractor shall also attend weekly meetings with the Engineer and provide, prior to each meeting as required by the Engineer, detailed programmes showing separately the various activities of the Contractor anticipated over the forthcoming two-week period as well as the progress achieved over the preceding week relative to the programme applicable to that period.

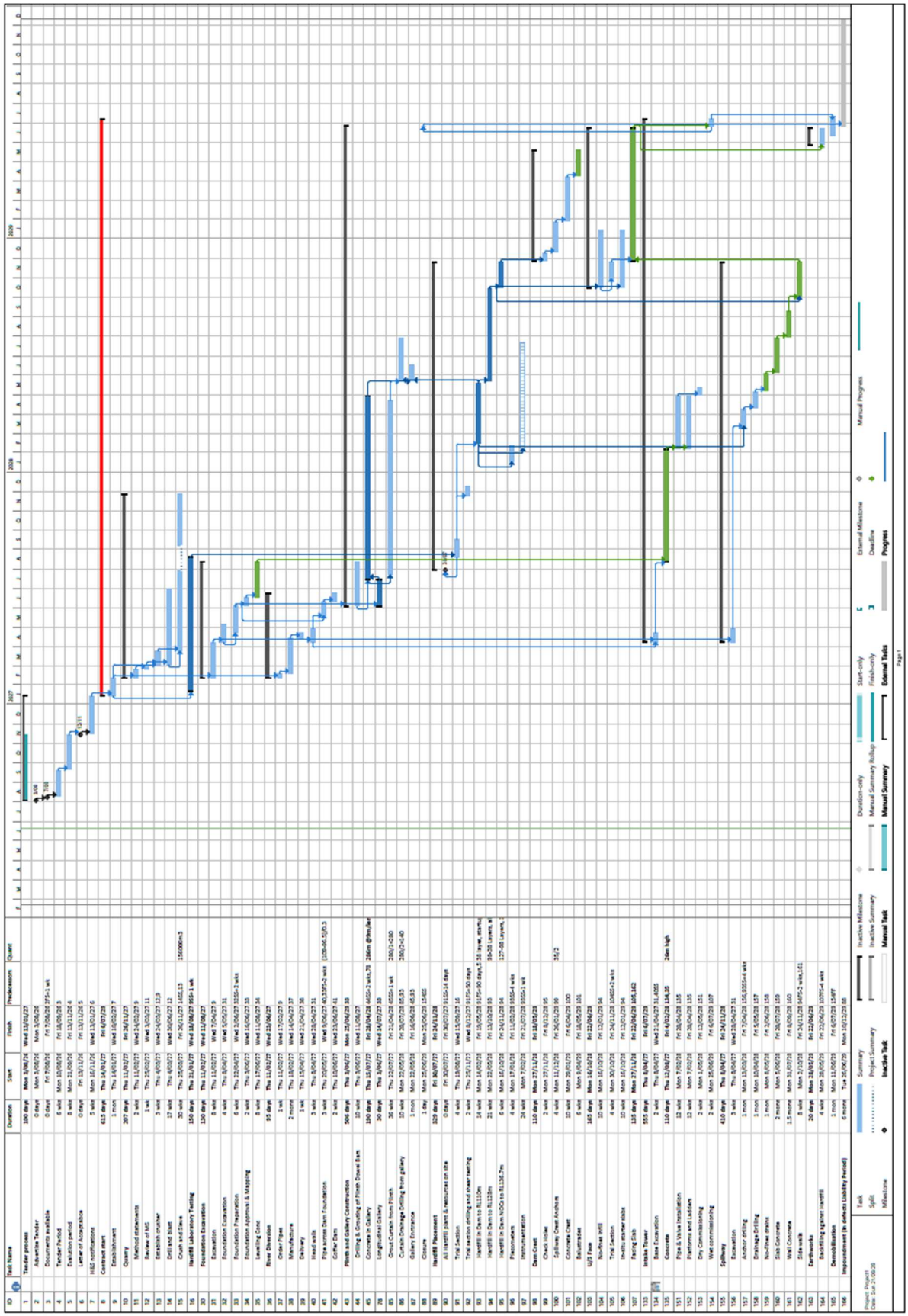

Figure 3 Engineer's Indicative programme

PS-7 SITE FACILITIES AVAILABLE

PS-7.1 Contractor's camp site and depot (Read with SANS 1921-1:2017 Clause 4.14)

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.

The proposed position of the construction camp is shown on drawing 9919/003.

The proposed layout of the construction camp site shall be submitted to the Engineer for approval before the Contractor starts erecting his camp.

PS-7.2 Accommodation of Employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS-7.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

PS-8 SITE FACILITIES REQUIRED

PS-8.1 Temporary offices

PS-8.1.1 Engineer’s Site Offices

The Contractor shall provide and maintain offices on the Site for use by the Engineer and Employer’s staff according to the following requirements and for the durations required by the Contract programme or as agreed by the Engineer.

Two offices of 15 m2 each at locations close to the working areas as agreed with the Engineer. Three carports are to be installed adjacent to the offices.

Separate toilet and change room facilities shall be provided for the Engineer’s staff near the site offices.

The toilet and change room facilities shall consist of a minimum of 1 WC’s, 1 basin and 1 hot and cold shower. Adequate towel holders, toilet roll holders and coat hooks shall be provided. Sewerage shall be water-borne with flush toilets and the wastewater system piped to a septic tank and soakaway.

A fully equipped kitchen shall also be provided with the regular supply of tea, coffee and milk etc.

Each room/office shall be capable of being locked by way of five-lever locks with two keys supplied for each lock.

Each room/office shall be provided with heaters / air conditioners and insulation so that a temperature between 17 ºC and 23 ºC can be maintained within the offices throughout the year.

Each office shall be provided with four switched, three-point socket outlet units.

Lights shall be of the double 80W fluorescent type with suitable diffusers.

The electrical system provided shall be designed within accepted norms and standards and be capable of handling the electrical loads of a normal office environment including heaters / air conditioners.

Each office shall be equipped with a BFC type fire extinguisher manufactured to BS129. Each extinguisher shall be properly charged, situated and maintained according to pertaining fire regulations and manufacturer’s instructions.

The Contractor shall make timeous arrangements to have a telephone installed in each office.

The furniture and equipment for the site offices shall be supplied by the Contractor and shall remain the property of the Contractor. The following offices, furniture and fittings are required:

Resident Engineer : 1 office, approximate floor area = 15 m^2

1 desk with two locking drawers

1 meeting table with 6 chairs

2 bookshelves

1 lockable steel cupboard

1 plan rack

1 fax unit

1 photocopier

1 plan table

Assistant Resident Engineer : 1 office, approximate floor area = 15 m^2

2 desks

2 bookshelves

1 lockable steel cupboard

3 chairs

1 plan rack

1 plan table

Kitchen : Approximate floor area 10 m^2

1 sink unit (with hot water) and worktop with cupboards underneath

1 fridge (220 litre)

1 kettle

1 two plate stove

1 microwave

1 lockable steel cupboard

The above offices shall be available for occupation by the Engineer's staff within 28 days of the Commencement Date. The positioning and layout of the offices shall be agreed with the Engineer prior to their erection.

In addition to the above, the Contractor shall provide the following facilities for the use of the Employer, the Contractor and the Engineer:

Conference Room : Minimum floor area 20 m2

Conference table with 12 chairs

Air conditioner

PS-8.1.3 Computers and Supporting Software

The Contractor shall provide, insure and maintain for the duration of the Contract the following computers and equipment:

1. Two personal laptop stations, each comprising of at least the following:
   - Core Ultra 7
   - 15" 1920 x 1200 pixels screen
   - 32 GB DDR5 RAM

- 1Tb SSD
- Dedicated Graphics card
- 3 button Bluetooth scroll mouse
- Bluetooth keyboard
- 2 No Portable External Hard drives – 5TB. (2.5”)
- 2 No 24” 1920 x 1200 pixels monitors
- All related peripherals

On each of the above computers, the latest versions of the following software shall be installed:

- Microsoft Windows 11 Pro
- Microsoft Office 365, including Project Plan 3

2. One A4 LaserJet printer.

3. One 5G/LTE broadband modem and internet access, including booster aerial for the duration of the contract.

On completion of the Contract, the above items shall remain the Client’s ownership. The Contractor is responsible for providing adequate insurance and security for all items listed above.

PS-8.1.4 Assistance to the Engineer

The Contractor shall provide all such assistance to the Engineer, including labourers, and measuring instruments, and other apparatus as may be necessary for him to supervise the execution of the Works.

In particular, the Contractor shall provide the following equipment for use of the Engineer throughout the Contract, including replacements where necessary:

(a) One metric level staff
(b) One universal automatic level, Wild NA 2 (or similar)
(c) One nylon 50 m tape
(d) 1 x 5 m steel tapes

On completion of the Contract, the above items shall revert to the Contractor's ownership. The Contractor is responsible for providing adequate insurance and security for all items listed above.

PS-8-1.6 Medical

The Contractor shall make all the first aid facilities established at the working areas for his own staff continuously available to the Engineer’s staff and authorised visitors, provided that any such use shall conform to the normal controls and regulations which the Contractor applies to his own staff.

PS-8.1.7 Name Boards and Signs

The Contractor shall, within 28 days after the Commencement Date provide, erect and maintain name boards and signs for the Engineer. These shall be located at the dam site and one at the turn off from the R61 road and shall conform to the details as shown on the drawings.

PS-8.1.8 Security

The Engineer’s Site Office areas shall be incorporated into the security system instituted and operated by the Contractor in accordance with PS-5.10. The Contractor shall provide a night watchman at the site offices.

PS-8.1.9 Electrical Power

Power is to be supplied and reticulated to the Engineer’s site offices.

The Contractor is required to maintain the internal electrical reticulation for the full duration of the Contract. The cost of electricity consumed by the Engineer shall be included in the Contract rates and prices.

PS-8.1.10 Potable Water Supply

Potable water shall be supplied and reticulated to the Engineer’s site offices, kitchen and toilet facilities.

The cost of the potable water supply to the Engineer's offices, kitchen and toilet facilities shall be included in the Contract rates and prices.

PS-8.1.12 Sewerage and Sewage Treatment

The Contractor shall provide and maintain proper waterborne sewerage facilities in order to fulfil the highest standards of sanitation at all times. Such sewerage shall lead to a septic tank and soakaway if a sewer reticulation system is not available.

The cost of sewage disposal shall be included in the Contract rates and prices.

PS-8.1.13 Laboratory facilities

The Contractor shall undertake all necessary materials testing in:

i) a site laboratory for all hardfill testing as per PPS10 – Hardfill Dam Construction.
ii) a site laboratory or commercially approved facility off site for all other testing. Only laboratories that are accredited by SANAS as being ISO 17025 accredited will be approved.

Site laboratories shall be under the direct control of an ISO 17025 accredited laboratory.

The Contractor shall, where a site laboratory is provided:

i) Provide and maintain equipment and apparatus of the respective types and extent necessary to enable all testing to be properly and efficiently undertaken. The equipment and apparatus shall all be new or in a good condition and of sufficient number and capacity to handle all throughputs arising from both his requirements and those of the Engineer. Such equipment and apparatus shall be subject to prior agreement with the Engineer before ordering and shall remain the property of the Contractor on completion of the Contract.

ii) Provide and maintain such further equipment, apparatus and facilities as may be ordered by the Engineer. A Provisional Sum is provided in the Bills of Quantities for such equipment. This equipment shall remain the property of the Employer on completion of the Contract.

iii) Provide all consumables required for the day to day running of the laboratory and auxiliary facilities.

iv) Have undertaken by independent, recognised standards laboratories, initial and regular calibrations of all equipment and apparatus to a programme as agreed with the Engineer.

The Contractor shall, in addition to the above:

i) Be responsible for the planning and programming of all testing work (including that of the Engineer) in conjunction with the Engineer.

ii) Provide all labour, assistance and qualified testing staff as required.

iii) Provide assistance and labour required by the Engineer for his testing.

iv) Arrange for such tests as are not provided for in the Specification to be undertaken on instruction of the Engineer. Payment for this testing shall be made under a Provisional Sum.

v) Arrange for duplicate testing to be undertaken by a recognised commercial laboratory at a frequency as required by the Engineer. Payment for this ISO 17025 accredited testing shall be made under a Provisional Sum.

The Engineer will provide:

Staff (to be assisted by labour and assistants provided by the Contractor) to carry out his own tests.

A designated person to monitor the operation of the laboratory and to whom all matters related to the laboratories shall be reported.

Notwithstanding any testing carried out by the Engineer, the Contractor shall in terms of the Contract remain responsible for ensuring that the Works are constructed in conformity with the Contract.

The Contractor shall be responsible for the appropriate disposal of waste generated by the laboratory in accordance with PS-13.

PS-9 LAWS, REGULATIONS, COMPLIANCE REQUIREMENTS AND STANDARDS

PS-9.1 Laws, Codes and Regulations

All the Works shall conform to the Laws, Rules and Regulations of the Republic of South Africa and Statutory Authorities having jurisdiction over the Site. In particular, but not limited to, all work shall comply with the following:

- SANS 10142-1 The Wiring of Premises as amended;
- South African Occupational Health and Safety Act (Act 85 of 1993);
- Construction Regulations (2014);
- Requirements laid down by ESKOM;
- The local Municipal by-laws and regulations;
- Regulations of the local supply authorities;
- The Fire Brigade Services Ac (Act 14 of 2000);
- The National Water Act (Act 36 of 1998);
- The regulations of Telkom (S.A) Ltd.;
- The National Building Regulations and Building Standards Act (Act 29 of 1996);
- The Electricity Act (Act 88 of 1996); and
- The latest requirements of the IEC and the British Standards Institute, where no SANS codes of practice exist.

If the requirements of this contract do not comply with the minimum requirements of the statutory regulations and standards, the latter shall apply.

If the requirements of this contract are more exacting than the minimum requirements of the statutory regulations and standards, the former shall apply.

PS-9.2 Client Specific Requirements

No Contractor nor any of its respective agents, sub-contractors or employees or any of them or anyone acting on their behalf is to undertake any Sanctionable Practice in connection with the Project. Upon becoming aware of any Sanctionable Practice, the Contractor is to immediately notify the Clients General Manager Projects. “Sanctionable Practice” means any of the following:

- **Corrupt Practice -** the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another person.
- **Coercive Practice** - the impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of any person with a view to influence improperly the actions of any person.
- **Collusive Practice** - an arrangement between two or more persons designed to achieve an improper purpose, including to influence improperly the actions of another person.
- **Fraudulent Practice** - any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- **Obstructive Practice** - (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of any access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

PS-9.3 Review and Audit

The compliance of the Contractor to the requirements of the above-mentioned laws, codes, compliance requirements and standards will be subject to auditing and verification throughout the term of the contract. It is a requirement of the Contract that the Contractor shall provide all reasonable assistance and co-operation to the designated Auditing consultant for the purpose of completing the required audits

PS-10 STANDARDS, DRAWINGS AND CORRESPONDENCE

PS-10.1 Standard Specifications

All references in the Specification to specific Standard Specifications such as British (BS), American (ASTM, AASHTO, AFS, API, etc.), French (AFNOR), German (DIN), and South African (SANS) and the like shall, unless otherwise stated, be deemed to refer to the latest edition of, or amendment to, the Standard Specification which was published before 1 January 2017.

The Contractor may propose standards other than those specified but shall demonstrate to the satisfaction of the Engineer their equivalence with those specified.

PS-10.2 Drawings and Documentation

The Tender Drawings issued with the Tender Documents are of a general nature only but are considered to be sufficient for the purpose of tendering. Tender Drawings are not to be used for construction or ordering of materials.

Construction Drawings will be supplied by the Design Engineer to the Engineer who will provide them to the Contractor for civil engineering construction purposes. Such Drawings will be issued with due consideration of the programme of production and construction and after due consultation with the Contractor. The Contractor shall indicate the lead times for critical Drawings after due consultation with the Engineer.

Whenever it becomes necessary for the Contractor to propose revisions to the programme which may affect the Design Engineer's programme of production of construction Drawings, the Contractor shall give adequate advance notice in writing of the revisions to allow the Design Engineer to similarly modify the drawing programme.

Where the Contractor's Equipment and Temporary Works or Plant may have an effect or impose forces on any part of the Permanent Works the Contractor shall timeously submit details of such items, Works, Plant, designs and of the magnitude and direction of such forces to the Engineer for incorporation into the detailed design of the Works, together with certified foundation drawings and any other special construction requirements.

Included in the tender drawings and documents are indicative proposals prepared by the Engineer for a temporary bypass pipeline and river diversion works to guide the Tenderer as to the minimum requirements of the Engineer. I It is necessary for this basic infrastructure to be prescribed, since there are constraints associated with this type of construction that the Dam Engineer requires to approve. These provisions are to be considered as minimum requirement, specifically the bypass pipe through the dam foundation which will become a permanent fixture of the Works once it is closed and fully grouted.

The design, installation, safety certification and maintenance of such facilities remain the responsibility of the appointed Contractor.

PS-10.3 Correspondence to the *Engineer*

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure agreed with the Engineer. A formal electronic system of Notices to the Engineer (NTE) shall be developed for the Approval of the Engineer which clearly mark by way of check box all types of formal correspondence needed for the execution of the project, including but not limited to information issued, request for clarification, claim, daywork, etc,

PS-11 ADVERSE WEATHER CONDITIONS

For the purpose of this contract “abnormal climatic conditions" is defined as excessive rainfall that may disrupt and delay the work beyond the control of the Contractor, and which could reasonably lead to a claim for extension of time.

The Contractor will be deemed to have allowed at least the number of working days for each month as days lost due to normal climatic conditions in his tendered rates, prices and programme as listed in the table hereafter. Extension of time will only be considered where the actual number of days lost in a specific month exceeds the number of days listed in the table.

TABLE 1: Allowance for lost working days and average rainfall per month

MONTH	No of "lost" working days to be allowed	Average Monthly Rainfall (mm)
JANUARY	2	122
FEBRUARY	3	125
MARCH	3	136
APRIL	2	61
MAY	1	50
JUNE	1	29
JULY	1	35
AUGUST	1	38
SEPTEMBER	1	73
OCTOBER	2	101
NOVEMBER	3	128
DECEMBER	2	118
TOTALS	**27.4**	**1016**

The average monthly rainfall figures have been included in the above table for information purposes only and shall not be used for calculation of extension of time. Rainfall typical on site may differ from the rainfall expected at Umtata. The number of lost days as listed for December and January in the table, allows for the December - January builders' holidays.

During the execution of the Works, the Engineer's Representative will certify a day lost due to adverse climatic conditions only if:

a) The Contractor notified the Engineer's Representative telephonically on that particular day as soon as it is apparent that a working day will be lost due to adverse climatic conditions as specified hereafter; and if

b) No work on the critical path according to the latest approved construction programme could be carried out during that specific working day; or if

c) Only 30 % or less of the work force and plant on Site could work during that specific working day as a result of the adverse climatic conditions.

An extension of time as a result of abnormal climatic conditions will be calculated monthly being equal to the number of days certified lost due to abnormal climatic conditions by the Engineer's Representative less the number of days that the Contractor had to allow in accordance with the above table, provided that the Time for Completion will not be reduced if fewer "lost" days occurred due to abnormal climatic conditions than were allowed for the total extension of time for the Contract will be the sum of the monthly extensions.

Such an extension of time shall be granted on the condition that except for time-related items no additional moneys will become due to the Contractor for fixed, value-related or other items in the General Section of the Schedule of Quantities for such an extension of time.

Delays due to adverse climatic conditions, which the Contractor may claim as extension of time, must be determined on the day that such conditions occur and must be recorded on a monthly basis, failing which no delay may be claimed.

PS-12 OCCUPATIONAL HEALTH AND SAFETY

(Read with SANS 1921-1:2017 Clause 4.14)

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to health and safety hazards. In this respect, the Contractor shall comply with the Occupational Health and Safety Act (OHS Act No 85 of 1993) and the Construction Regulations, 2014. The "minimum safety requirements" referred to above shall be those contained in the Construction regulations, 2014 of the above OHS Act and those as specified in the Health and Safety Specifications, PPS-1, bound in the back of this volume. Furthermore, the Contractor shall comply with any statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.

The Contractor shall submit his Health and Safety Policy to the Employer for evaluation as part of his Tender. Upon acceptance of the Contactor's Health and Safety Policy, it will become part of the Conditions of Contract as stated in Tender Form V. Within 28 days after the commencement Date and based on the Policy the Contractor shall submit a comprehensive method statement for Health and Safety to the Engineer and SHE agent for approval. Such method statement shall be updated from time to time as appropriate in accordance with his quality Management Procedures or as directed by the Engineer.

PS-13 ENVIRONMENTAL REQUIREMENTS

The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction in accordance with this specification. The Contractor shall at all times conform to the requirements of the various statutory regulations and the Record of Implementation Decisions and project specific Environmental Management Plan (both included in Section C.4) which are further amplified in Particular Environmental and Heritage Specifications PPS-2 and PPS-4.

In line with the aforementioned, the Contractor shall implement an Environmental Policy which shall be submitted to the Engineer within 28 days after the Commencement Date for approval. The Contractor shall immediately implement the policy and any amendments and keep it in operation for the full duration of the Contract. The Contractor shall keep the policy updated in accordance with his Quality Management Procedures and make amendments as required by the Engineer and the circumstances prevailing at the time. The Contractor shall immediately supply the Engineer with 2 copies of an updated Environmental Policy which shall clearly indicate the revisions undertaken.

The Contractor shall conduct his activities so as to cause the least possible disturbance to the existing amenities, whether natural or man-made, in accordance with all the currently applicable statutory requirements. Special care shall be taken by the Contractor to prevent irreversible damage to the environment.

The Contractor shall take adequate steps to educate all members of his workforce, supervisory staff and sub-Contractors on the relevant environmental laws and protection requirements. The Contractor shall supplement these steps by prominently displayed notices and signs in strategic locations to remind personnel of environmental concerns.

A suitably qualified senior manager shall be designated the Contractors' Environmental Representative (CER) and shall be responsible for environmental monitoring and control.

The duties of the CER shall include:

- Implement, manage and maintain the Environmental Policy for the duration of the contract;
- Preparation of Method Statements as required
- Liaison with the Employer and Engineer on all relevant environmental aspects and issues;
- Monitoring of all of the Contractor's activities for compliance with the various environmental requirements;
- Instituting remedial action in the event of non-compliance;
- Implementation and management of environmental protection measures; and
- Reporting of environmental incidents and routine reporting of environmental activities.

The Contractor shall construct and/or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Engineer may suspend the Works at any time in terms of Sub-Clause 5.11.2 of the Conditions of Contract should the Contractor, in the Engineer's opinion, fail to implement, operate or maintain any of the environmental protection measures adequately. The costs of such suspension shall be to the Contractor's account.

The Contractor shall submit, within 28 days after the Commencement Date, Method Statements containing details of all site layouts and environmental protection measures proposed to the Engineer for review and approval.

These shall include but are not limited to:

- Site establishment layout;
- Site drainage design;
- Workshops' storage areas layout;
- Pollution prevention measures;
- Collection, treatment and disposal of any sewage wastewater from site camps;
- Oil separator design;
- Fuel storage and dispensing area and bund design;
- Waste control and management (including disposal);
- Disposal of hazardous substances;
- Disposal of solid waste material;
- Access routes and roads;
- Concrete and grout batching;
- Use of retaining walls and gabions;
- Emergency response plan; and
- Construction activities close to environments of natural or man-made heritage value

PS-14 WATER CONTROL DURING CONSTRUCTION

PS-14.1 General

The following information is provided for reference purposes only:

A concise flood frequency analyses were carried out for the design of the dam. The Ntsonyini Dam will be constructed on the KuZele River, which flows into the KuNkokwe River some 1 km from its own confluence with the Mzimvubu River. As such, flows in both rivers may affect construction activities, although the water levels in the KuNkokwe River have limited effect on the backwater of the KuZele River due to its steepness. Table 2 summarises the applicable return period floods.

Table 2: Return Period Floods

Location	Catchment Area (km^2)	Peak Flow (m^3/s)								
		1:2	1:5	1:10	1:20	1:50	1:100	1:200	RMF	RMF +Δ
Ntsonyini Dam	27.1	75	130	175	230	320	410	500	700	854
KuNkokwe Catchment	13.6	35	75	105	140	200	250	300	472	

For the design of the dam, the following have been accepted:

- **Recommended Design Flood (RDF)**
  Q200 – flood with a 0.5% probability of occurrence.
- **Safety Evaluation Flood (SEF)**
  RMF+Δ – Regional Maximum Flood for immediately adjacent region with higher K-value.

With reference to Table 2 above, the area exhibits a typical summer rainfall pattern. It is expected that the critical portions of the dam construction should take place during the dryer portion of the year between April and October when flows in the KuZele River will be low. To this end, only a nominal provision for flow though the dam foundation is anticipated, with provision made for a small coffer dam and a minimum of a 900mm diameter diversion pipe to handle low flows past the Dam body as it is constructed, as described on the Drawings. The Contractor shall evaluate this minimum provision and propose appropriate alternatives for approval by the Engineer.

Should a significant flood be experienced, any small coffer dams constructed are expected to be overtopped, washed away and the works area flooded. The Contractor shall be fully responsible for any reinstatement of temporary facilities. In the case where construction of the Hardfill dam has commenced, the Hardfill will generally be able to safely accommodate overtopping. The top layers, formwork and plant on the Hardfill may be damaged in such circumstances, with some damage also incurred at the toe of the dam. The Contractor shall be fully responsible for the prompt rectification of all construction facilities to allow construction to continue, including but not restricted to the removal of damaged Hardfill to a sound subbase and the reinstatement of formwork which may wash away. In this regard, the formwork systems required for the Hardfill construction shall comprise standard 600mm high “Economy-Form” (or similar approved) steel panels which can easily be replaced at short notice.

It is a condition of the Contract that the drainage provisions in the plinth (no-fines drain holes and pressure relief holes) be protected at all times against ingress of flood water, debris and silt.

PS-14.1 Payment for River Diversion Works

Part 3 of the Bill of Quantities provides an estimate of quantities for the proposed diversion pipeline and coffer dam as shown on the Drawings. Payment for the construction and ultimate removal of a portion of these facilities will be made under these Parts as the pipe through the dam becomes a permanent fixture.

Provision is made under the Preliminary and General Items for the Contractor to price for the provision and maintenance of the other river diversion and water handling facilities that are required. (Pay item PSA-8.8.6) The steel pipeline under dam shall be closed with blind flanges, grouted closed and retained as part of the Permanent works.

The Contractor shall develop a comprehensive method statement detailing his river diversion procedures for approval of the Engineer at commencement of the Contract. The Contractor will take full responsibility for the final design, construction, maintenance and removal of his proposed diversion works, utilising at minimum the pipeline as described above (i.e. the coffer dam and 900 mm diameter pipe to be constructed under pay items of Part 3 of the Bill of Quantities) As such, payment for these Works will only be made through Part 3 of the Bill of Quantities and the lump sum items of PSA-8.8.6 and PSA-8.8.7, and will not be re-measureable. No claims for delay, loss of profit, costs for reinstatement, etc shall be considered, and the Contractor shall take full responsibility for managing of all flows through the construction site at all times.

The Contractor shall critically evaluate the preliminary measures envisaged and the risks associated with the proposed strategy and price the items accordingly. The rates shall cover all risk, labour, equipment, materials, etc. necessary to adjust the design, construct, and potentially repair and reconstruct his proposed diversion works, irrespective of how many times the temporary works are damaged.

PS-15 FEATURES REQUIRING SPECIAL ATTENTION

PS-15.1 Flexibility of Construction Activities

All construction activities are under the direct control of the Engineer and as such the Engineer has the right to instruct the Contractor to deviate/adjust/direct/modify the Contractor's schedule and/or activities to serve the best interest of the project. The Contractor shall be flexible and able to adapt to changing circumstances.

PS-15.2 Public Access

The area in which the dam and associated infrastructure will be constructed is tribal land. As such the local population have been used to frequenting the construction site area. The Contractor shall employ a Community Liaison Officer (CLO) who will liaise with the local population to ensure that their activities are kept removed from the dam for their own safety.

The CLO is elected by the community and appointed by the Project Steering Committee and is employed by the Contractor, The CLO alongside the ISD social facilitator deal with community training and information sessions and meetings.

PS-15.3 Main Access Road to the Works

The existing gravel access road to the site of the dam will be used to gain access to the Works. It will however need to be upgraded to afford a suitable configuration to haul in cement and other construction supplies as part of this contract.

A certain amount of congestion due to other road users can be expected and the Contractor will provide all necessary courtesy and accommodation of other road users, and no claims for any damage or wear-and-tear induced by other users will be paid. In this regard, it is to be noted that the road will also be used by the Contractor constructing the Water Treatment works near the dam.

The upgrading of the existing, the construction of the extensions and their maintenance, as well as the removal of the extensions at the end of the contract are considered part of the main access and payment for this will be made under SANS 1200A, item 8.8.1.

PS-15.4 Rejected Work and Materials

Materials which do not conform to the requirements of the Contract Document, are not equal to samples approved by the Employer or Engineer or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work, whether as the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) calendar days after written notice is given by the Employer or Engineer, and the work shall be re-executed by the Contractor. The fact that the Employer or Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Such remedial work shall be for the Contractor's account and no claims for extras or extension of time shall be entertained.

PS-15.5 Publications, Advertising and Photographs

The Contractor shall not publish, or cause to be published in any papers, articles or information to the Works nor permit any advertising mentioning the subject of this Contract and shall not display or allow Sub-Contractors to display any advertisement on the Site or elsewhere in connection with the works without prior permission in writing of the Employer.

The taking of photographs of the Works or any portion thereof is expressly forbidden except for progress photographs which may be taken with the written permission of the Engineer. The Contractor shall be responsible for the observance of this clause by the Contractor's employees and by the employees of the Sub-Contractors.

PS-15.6 Method Statements

A significant portion of the work under this Contract includes the development and operation of a quarry and the manufacture of Hardfill. As detailed in the specifications, and as part of this bid, the Contractor is required to submit method statements detailing how he proposes to undertake the work. This shall be done in sufficient detail that the adequacy of his bid can be ascertained. Should inadequate information or unacceptable methods be submitted, the Contractor’s bid may be prejudiced.The Contractor shall be deemed to have included in his tendered rates for Hardfill all costs associated with the establishment, development, operation, maintenance and rehabilitation of the quarry. In terms of the quarry this will include, but not limited to, site clearance and preparation, access roads, overburden removal, drilling and blasting, excavation and hauling, crushing and processing, stockpiling, testing and final rehabilitation.

No separate payment shall be made for quarry establishment or operation, and all such costs shall be included in the rates tendered for Hardfill and related items.

PS-15.7 Hardfill batching

The method of batching for Hardfill is described in PPS-10. Should the Contractor wish to use conventional Roller Compacted Concrete (RCC) batching techniques, this shall be submitted as an alternative. Both methods shall be priced, and full design details, specifications and method statements for the alternative design shall be submitted together with the alternative tender. Alternative Bids will be subject to a checking fee of 2% of the full contract value to be added as a line item in the alternative bid.

PS-15.8 Stockpile and Storage Areas

Oversize and surplus hard rock excavation shall be dumped and machine compacted to limit settlement within in the quarry area below full supply level of the dam. In all cases, the disposal shall be done in accordance with the environmental requirements elsewhere in this specification.

PS-15.9 Blasting

Specific requirements and restrictions on the methods employed to excavate, by blasting techniques, the hard rock material in the quarry are detailed in the specifications. Inter-alia, the blasting must be designed to ease the production of gravel to the required specifications for use in the Hardfill.

It is a requirement of the contract that no blasting shall be permitted once the dam foundation grouting or concrete or Hardfill placement has commenced.

See also PPS6 and PSD 5.1.1.3.

PS-15.10 Dam foundations

Both geophysical investigations and diamond core drilling have previously been undertaken along the alignment of the dam as part of the geotechnical investigations for the dam. In addition, initial foundation excavations have already been carried out within most of the dam footprint.

These investigations revealed that the upper horizons generally comprise silt and gravel and can be readily removed as “soft excavation” as defined under SANS 1200 D. Thereafter, a sill of moderate to high strength Dolerite is encountered and, within the river section where the Dolerite sill has eroded, the underlying rock comprises moderate to high strength Mudstone (refer to Geotechnical Drawings Nos. 9919-010 to 9919-013). The upper portions of both the latter horizons are highly fractured and exhibit clay-filled joints. As such, these materials proved to be readily removable by ripping and shall be considered soft rock for the purposes of payment. Only rock requiring blasting shall be considered hard rock.

Additional excavation and cleaning of the foundation will be required on the foundation and specifically on the upstream side of the dam alignment. The same geological conditions and excavation classifications described above shall apply to these additional excavations.

Upon completion of the foundation excavation, the Engineer shall inspect the exposed foundation prior to commencement of any further construction activities. The Contractor shall allow sufficient time in the construction programme for these inspections so as not to delay the Works. Should the exposed founding conditions be considered unsuitable, the Engineer may instruct additional or deeper excavation. This shall not constitute grounds for an extension of time or for any additional payment other than payment for the measured quantities of excavation executed in accordance with the Contract.

PS-15.11 Haulage

Transportation of all materials used under this Contract shall be regarded as freehaul. No haulage or overhaul will be measured and paid separately.

PS-15.12 Working near/ under ESKOM powerlines

An ESKOM powerline diagonally traverses the site upstream of the dam, intersecting the extended dam centre line on the left flank. ESKOM has specific requirements as regards working under their powerlines, and specifically with regard to blasting near their powerlines.

1) Notify Eskom's local Operating and Maintenance Manager at least seven calendar days prior to commencement of any work whatsoever, under, or in close proximity to Eskom's services.
2) Obtain written permission from Eskom (Wayleave) to operate mechanical equipment such as excavators under, or in close proximity to Eskom's services.
3) Obtain written permission from Eskom (Wayleave) to proceed with any blasting operations under, or in close proximity to Eskom's services. Blasting shall then take place under the supervision of Eskom's authorised representative who requires at least three days prior notification.
4) Not hold Eskom liable for the death of, or injury to any person or for loss of, or damage to any property caused in whatsoever manner by the contractor and he shall indemnify Eskom against all claims, including claims for consequential damages by third parties which includes, but is not limited to claims as a result of damage to, or interruption of, or interference with Eskom's services or equipment. The contractor’s attention is drawn to section 27(3) of the electricity act of 1987. This must be done by way of a format letter to Eskom within seven days of contract award.
5) Allow Eskom in- and egress from its services at all times.
6) Bear any costs or claims due to interruptions or interference to Eskom's services due to any action of the contractor
7) Regard any Eskom power line as live at all times.

8) Observe any other reasonable requirements which Eskom may impose regarding the crossing of their services.

The Contractor shall be responsible for all liaison with ESKOM and shall timeously obtain all necessary wayleaves for his operations. No delays due to inadequate liaison and notification will be entertained. The cost for the accommodation of ESKOM's requirements shall be deemed to be included in the rates for the works.

PS-15.13 Ordering of accessories and long lead items

The Contractor shall check all dimensions and quantities shown on the drawings and/or in the Bill of Quantities. The dimensions and quantities of all accessories shall be agreed upon between the Contractor and the Engineer before said accessories are ordered.

On acceptance of his Quotation the Contractor is to ascertain if all materials and equipment to be supplied can be obtained in South Africa and if not, the Contractor is to take steps to import the same so that the Works are not delayed.

Delay in the Works owing to non-delivery or long lead times for materials and equipment will not be considered a cause for delay in completing the Works.

PS-15.14 Construction Sequence

In the excavations for the dam foundation, all soft material shall be removed and stockpiled/spoiled separately from the underlying hard material, utilising selective excavation techniques. Suitable hard material shall be excavated and stockpiled separately and shall be used for the manufacture of concrete or Hardfill.

Foundation preparation, construction of the plinth block and grouting of the foundation shall follow the excavations. As per PS-15.9, no blasting will be permitted on site once foundation grouting has commenced.

Grouting operations shall also precede Hardfill operations, commencing from the lowest sections of the foundation. Should grouting operations fall behind, Hardfill placement may commence where grouting has been completed at a minimum distance of 20 m from the grouting operations.

Quarrying, crushing and sieving operations shall comprise some of the first operations to be undertaken on site to maximise the Hardfill mix development period. Hardfill mix design and laboratory testing shall commence as soon as suitable quantities of crushed quarry material becomes available.

The proposed dam is configured as a symmetrical Hardfill dam with upstream impervious reinforced concrete face and a separate reinforced concrete intake tower. The dam spillway will be incorporated over the Hardfill structure.

PS-15.15 Construction of Cofferdam for Abstraction

The temporary works for the abstraction works shall comprise a pre-cofferdam followed by the construction of the main cofferdam. The pre-cofferdam shall be incorporated into the completed cofferdam where practical to minimise rehandling of materials and optimise construction efficiency.

The cofferdam shall comprise a rockfill-earthfill embankment constructed in controlled layers. Suitable impervious material shall be placed and compacted to form the cofferdam core, while selected rockfill and granular materials shall be placed to form the upstream and downstream shells. Each layer shall be spread, moisture conditioned where required and compacted to the specified density before placement of subsequent layers. Rock protection shall be provided on exposed faces where specified to protect the cofferdam against erosion and scour. Temporary dewatering and seepage control measures shall be maintained within the enclosed area throughout construction to provide suitable working conditions and to preserve the stability of the temporary works.

The cofferdam is a critical temporary structure requiring detailed geotechnical and hydraulic design, including the assessment of stability, seepage, overtopping risk and construction staging. The geometry, crest level, side slopes, material zoning and erosion protection measures shall be confirmed during the detailed design stage and incorporated into the construction drawings and project specifications. At this stage of the design, the construction of the pre-cofferdam and cofferdam has been allowed for under a Provisional Sum, with the final design and construction details to be confirmed during the detailed design phase.

END OF SECTION