

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 22/2024	CLOSING DATE:	04 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	DEVELOPMENT OF ASHOTN SILOS CEMETERY EXPANSION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE VAT INCLUSIVE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MS MICHELLE HUCKLESBY	
CONTACT PERSON	Sabelo NGCONGOLO		TELEPHONE NUMBER	023 626 8200	
TELEPHONE NUMBER	023 615 8000		FAX NUMBER		
FAX NUMBER	023 615 1563		E-MAIL ADDRESS	mhucklesby@langeberg.gov.za	
E-MAIL ADDRESS	snqcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (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) 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:



TENDER 22/2024

Tenders are hereby requested for the **DEVELOPMENT OF ASHTON SILOS CEMETERY EXPANSION** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER 22/2024: DEVELOPMENT OF ASHTON SILOS CEMETERY EXPANSION**” should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 04 JUNE 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

Tenderers must be registered with the CIDB in a class of construction works and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25 (7A) of the Construction Industry Development Regulations, 2004. It is estimated that tenderers will need a grading designation of CE1 or higher.

COMPULSORY CLARIFICATION MEETING

A COMPULSORY CLARIFICATION MEETING WILL BE HELD ON THE 28 MAY 2024, AT 10H00 , AT THE ASHTON TRAFFIC DEPARTMENT - ABATTOIR ROAD, ASHTON INDUSTRIAL, ASHTON,

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender.

Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **17 MAY 2024**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MS M HUCKLESBY** (mhucklesby@langeberg.gov.za).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.27. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged

- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

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

1.7. Performance security

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

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

1.9. Packing

- 1.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

- 1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

- 1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the

purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 1.23.

1.23. Termination for default

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;
- 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 1.23.6.2. the date of commencement of the restriction
- 1.23.6.3. the period of restriction; and
- 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to

the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

1.26. Termination for solvency

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

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 1.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;
 - 1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

- 1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

- 1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part , and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed “**TENDER 22 /2024: DEVELOPMENT OF ASHTON SILOS CEMETERY EXPANSION**”

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

- 2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.
- 2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.
- 2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.
- 2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- 6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 6.2.1 Full Name of bidder or his or her representative:
- 6.2.2 Identity Number:
- 6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 6.2.5 Tax Reference Number:
- 6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3 work outside employment in the public sector? YES / NO

6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO

6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

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

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses
conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

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

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person
employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....
.....

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



MBD 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 80/20 preference point system.
- b) the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

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

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.2.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price: 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
 - (b) Promotion of enterprises located in the municipal area
- 4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].
- 4.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- 4.5.1 may only score in terms of the 80/90-point formula for price; and
 - 4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

4.7 The policy should not include Pre-qualification goals.

4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

4.9.1 may only score in terms of the 80/90-point formula for price; and

4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

4.10 The preference points scored by a tenderer must be added to the points scored for price.

4.11 The points scored must be rounded off to the nearest two decimal places.

4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

.....

8 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

8.1 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

8.2 The following documents shall be deemed to form and be read and construed as part of this agreement:

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

.....

8.6 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

8.7 I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

8.8 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

8.9 I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

9.1 I, **MR DP LUBBE** in my capacity as **MUNICIPAL MANAGER**,

9.2 accept your bid under reference number **TENDER 22/2024** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

9.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

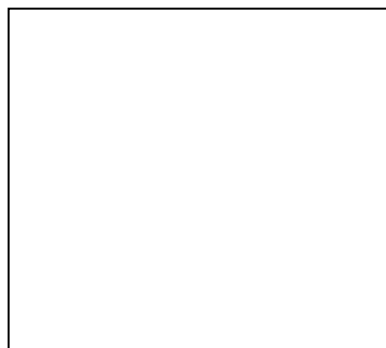
9.5 I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

10.1 This Municipal Bidding Document must form part of all bids invited.

10.2 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.

10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.5 been convicted for fraud or corruption during the past five years;

10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.7 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).

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

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	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 ☐
10.12	If so, furnish particulars:		
10.13	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 ☐

10.14	If so, furnish particulars:		
10.15	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 ☐
10.16	If so, furnish particulars:		
10.17	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 ☐
10.18	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 11.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 11.2 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.
- 11.3 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:
- 11.4 take all reasonable steps to prevent such abuse;
- 11.5 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
- 11.6 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.
- 11.7 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.
- 11.8 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.

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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)

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 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;
- 12.5 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:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 12.8 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.

- 12.9 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.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

14 TECHNICAL SPECIFICATIONS

C1.2 Contract Data (Part 1)

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.2:

Add the following after "Bill of Quantities":

also referred to as Bills of Quantities,

Clause 1.1.1.13:

The Defects Liability Period is 12 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is 40 days of commencement of contract inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). .

Clause 1.1.1.15:

The Employer is the LANGEBERG MUNICIPALITY, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: LANGEBERG MUNICIPALITY

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

Clause 1.1.1.16:

The Employer's Agent, referred to in the Contract documents, is the Langeberg Municipality Project Management Unit

The name of the Employer's Agent is: NW Albertyn or their successors duly appointed by the Employer,

and is referred to in the Contract documents by the terms "Employer's Agent" or "Engineer" as the context provides.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following Clauses after Clause 1.1.1.34:

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

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

1.1.1.37 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 1.2.1.2:

The address of the Employer is:

Physical address:

Municipal Offices

28 Main Street,

Ashton

6715

Postal address:

Private Bag X2

Ashton

6715

E-mail address: nalbertyn@langeberg.gov.za

Clause 1.3:

Delete Clause 1.3.5 in its entirety and replace with the following:

1.3.5 Intellectual Property

1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents, including making and using modifications of such documents for further work required to the Works.

1.3.5.4 The Contractor shall, and warrants that it shall:

1.3.5.4.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

1.3.5.4.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;

1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.

1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following Clause after Clause 1.3.6:

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

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

Clause 2.4

Add the following at the end of the clause:

In the event of any ambiguity, conflict, or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:

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

Clause 3.1

Delete clause



Clause 3.2.2

Add the following at the end of the clause:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 3.2.3:

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

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.2 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- h) Clause 6.10.10 Advance payment, for items not listed in the Advance Payment Schedule.
- i) Clause 10.1.5 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- j) Other requirements.

Clause 3.3.2.2.3:

Delete the words "oral or" from the clause

Clause 3.3.2.2.4:

Delete the words "oral or" from the clause

Clause 4.1:

Add the following Clause after Clause 4.1.2:

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

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- a) Approved Health and Safety Plan
- b) Initial programme (Refer to Clause 5.6)
- c) Security (Refer to Clause 6.2)
- d) Evidence of Insurance (Refer to Clause 8.6)
- e) Occupational Health and Safety Agreement (Part C1.5 in Agreements and Contract Data)
- f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)
- g) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
- h) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)

Add the following to Clause 5.3.1:

Such instruction shall, where applicable, also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below.

Clause 5.3.2:

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

Clause 5.3.3:

Add the following to Clause 5.3.3:

Notwithstanding the above, where a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

Clause 5.3.4:

Add the following Clause after Clause 5.3.3:

5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work, the employer shall do so as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion by more than 60days, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Clause 5.4.2:

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

Add the following Clause after Clause 5.4.3:

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

Clause 5.6.2.3:

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

...permits,

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding 15 working days in duration (commencing mid-December and ending early January as published by SAFCEC)

Clause 5.12.2.2:

Add the following to Clause 5.12.2.2:

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

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

January 2 days

February 2 days

March 2 days

April 2 days

May 2 days

June 4 days

July 4 days

August 4 days

September 4 days

October 2 days

November 2 days

December 2 days

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

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

Clause 5.13.1: MUNICIPALITEIT MUNICIPALITY MASIPALA

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

Insert the following after "actual date of Practical Completion":

... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

Clause 5.16.3:

The latent defects period is 10 years.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety and replace with the following:

If, it is determined that this Security, as per Clause 6.2.1, is fraudulent or not valid for any reason unknown to the Employer or Employer's Agent, it shall be confirmed that the Contractor has failed to provide the Security requested in Clause 6.2.1 and that the Employer shall be entitled to immediately select a Security, comprised of an additional ten percent (%) retention of the value of the Works. Further to the aforementioned, the Employer may take the necessary legal proceedings against the Contractor if it was determined that the Contractor submitted fraudulent security documents to the Employer's Agent, without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.

Clause 6.2.3:

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

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

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is 10%

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the Contract.

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

Furthermore, if as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

Similarly, if as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Manager: Supply Chain Management if such was not included in the bid documents.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for “Concrete works” and/or “Roads and earthworks”:

The value of “x” is 0,10.

The values of the coefficients for “Concrete works” are:

a = 0,25 b = 0,15 c = 0,55 d = 0,05

The values of the coefficients for “Roads and earthworks” are:

a = 0,21 b = 0,27 c = 0,42 d = 0,10

The base month is the sixth month after the tender closing date.

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

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

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

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

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

The amount “Ac” shall be sub-divided into Ac1 and Ac2, as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac1 is the proportion of Ac applicable to “Concrete works”, and

Ac2 is the proportion of Ac applicable to “Roads and earthworks”

and where

$Ac1 = T1 - S1 - D1 - E1 - G1 - Ap1$, and

$Ac2 = T2 - S2 - D2 - E2 - G2 - Ap2$

in which formulae the values associated with the symbols T1 and T2.... Ap1 and Ap2 shall be applicable to the proportions of T Ap in “Concrete works” and “Roads and earthworks”, respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T1 and T2 respectively.

where

Ac1 is the proportion of Ac applicable to “Concrete works”, and

Ac2 is the proportion of Ac applicable to “Roads and earthworks”

and where

$Ac1 = T1 - S1 - D1 - E1 - G1 - Ap1$, and

$Ac2 = T2 - S2 - D2 - E2 - G2 - Ap2$

in which formulae the values associated with the symbols T1 and T2.... Ap1 and Ap2 shall be applicable to the proportions of T Ap in “Concrete works” and “Roads and earthworks”, respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T1 and T2 respectively.

Clause 6.8.3: Variation in the cost of special materials

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

Clause 4.2 of the Contract Price Adjustment Schedule

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

Clause 6.8.4:

Add the following to Clause 6.8.4:

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

Clause 6.10.1.5: MUNICIPALITEIT MUNICIPALITY MASIPALA

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

6.10.1.5 The value of Plant and materials:

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

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

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

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

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

Clause 6.10.1.7:

Add the following after the words "Clause 5.13":

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

Clause 6.10.3:

Add the following to Clause 6.10.3:



Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted, unless specifically requested in writing by the Employer.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

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

Add the following to Clause 6.10.4:

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

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

Clause 6.10.10:

Add the following Clause after Clause 6.10.9:

6.10.10 Advance payment

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

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

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

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

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

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

Clause 8.6.1.1.2:

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

Clause 8.6.1.1.3:

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

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

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

- 
- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
 - c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 - d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

Clause 8.6.5:

Delete the following from Clause 8.6.5:

“and the terms thereof shall be subject to the approval by the Employer, which approval shall not be unreasonably withheld.”

Clause 8.6.6:

Replace clause 8.6.6 with the following:

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

Clause 9.1:

In Clause 9.1.6 replace “and 9.1.3” with:

, 9.1.3 and 9.1.7



Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

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

9.1.8 Material Irregularity during procurement process

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

9.1.9 Reputational risk or harm to the Employer

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the LANGE BERG Municipality as a result of (inter alia):

9.1.9.1 reports of poor governance and/or unethical behaviour;

9.1.9.2 association with known family of notorious individuals;

9.1.9.3 poor performance issues, known to the Employer;

9.1.9.4 negative social media reports; or

9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

Clause 9.2.1:

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Add the following Clauses after Clause 9.2.1.3.8:

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

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

Add the following Clause after Clause 9.2.3:

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 10.5.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 10:

Clause 11 Details to be confidential



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

SPECIAL MATERIALS SCHEDULE

Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.

Special Material	Unit	Base Price
------------------	------	------------

None

Conditions:

- 1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence.
- 2) In the case of bituminous products, the Employer has provided, in the schedule above, a base rate for bitumen upon which the tendered rates will be deemed to be based, and which will be used for determining the adjustment in the price of such bituminous products.
- 3) Where an adjustment for the variation in the price of bituminous products is claimed, the claim must be substantiated by a declaration from the manufacturer, confirming the source of bitumen used in such bituminous products at the time in question.
- 4) Where the source of bitumen (the refinery) is located in the Western Cape Province, or where bitumen sourced from abroad is landed at a port in the Western Cape, the cost of transporting such bitumen within the boundaries of the Western Cape shall be included in the rate for bituminous products. Extra-over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape have been measured separately in the Bill of Quantities.
- 5) Where imported bitumen used in bituminous products is landed at a port beyond the borders of the Western Cape, the importers must clearly state whether or not their price is inclusive of transport to the Western Cape, which will determine whether extra-over transport costs are applicable, or not. The price of the imported bitumen itself must be expressed as a landed price in ZAR.



ADVANCE PAYMENT SCHEDULE

This Advance Payment Schedule is to be read in conjunction with Clauses 6.10.1.5.2, 6.10.1.5.3 and 6.10.10 in the Contract Specific Data. The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.

The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.

Plant and materials which have been manufactured and are stored at places other than the Site:

Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:

Steel gantries for overhead signage Imported ductile iron pipes

Closed circuit television equipment for road traffic surveillance Pipes and valves for large diameter pipelines

Precast concrete beams



Conditions:

- 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed.
- 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee.
- 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.



PART C2: PRICING DATA -

C2.1 PRICING ASSUMPTIONS -

C2.2 BILLS OF QUANTITIES -



C2.1 Pricing Assumptions

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

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

9. The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Purchaser may regard as unbalanced.

10. Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the Contract Specifications. The Purchaser reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstance whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Purchaser before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

11. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Purchaser's Agent at the tender evaluation stage, as set out in the Condition of Tender and the Tender Data

12. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

13. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

14. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

15. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.

16. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"

17. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

NO. BILL CPA CATEGORY

1. NONE

C2.2 Bills of Quantities

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'



CONTRACT NO. 22/2024**DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION****TENDER****SCHEDULE A : PRELIMINARY AND GENERAL**

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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				R	c	
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A	SANS					
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1200 A	SCHEDULE A : PRELIMINARY AND GENERAL					
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A.1	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS				
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A.1.1	8.3.1	Contractual Requirements Sum	1			
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A.1.2	PSA 8.2	Contractor's obligations in respect of Health and Safety	Sum	1		
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8.3.2	Establishment of Facilities on the Site					
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8.3.2.1	Facilities for Engineer					
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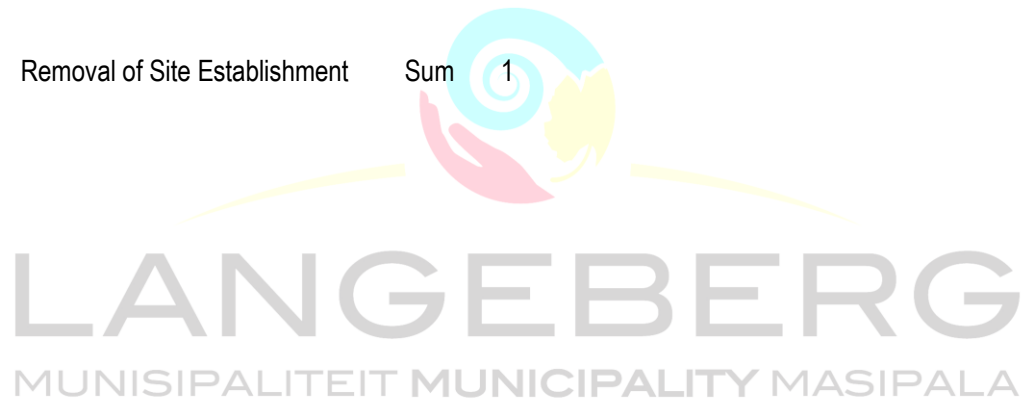
8.3.2.2	Facilities for Contractor					
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A.1.4	a) Offices and storage sheds	Sum	1			
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A.1.5	b) Workshops	Sum	1			
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A.1.6	d) Living accomodation	Sum	1			
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A.1.7		e) Ablution and latrine facilities	Sum	1
A.1.8		f) Tools and equipment	Sum	1
A.1.9		g) Water supplies, electrical power and communication	Sum	1
A.1.10	PSA 5.5	h) Dealing with water	Sum	1
A.1.11	5.8	i) Access	Sum	1
A.1.12	8.3.3	Other fixed-charged obligations	Sum	1
A.1.13	8.3.4	Removal of Site Establishment	Sum	1



TOTAL CARRIED FORWARD

CONTRACT NO. 22/2024

DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION

TENDER

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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				R	c	
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BROUGHT FORWARD

A.2 8.4 SCHEDULED TIME-RELATED ITEMS

A.2.1 8.4.1 Contractual Requirements Sum 1.000

8.4.2 Operation and Maintenance of facilities on Site, for Duration of Construction, except where otherwise stated



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A.2.3 d) Survey assistants and materials Sum 1

8.4.2.2 Facilities for Contractor

A.2.4 a) Offices and storage sheds Sum 1.000

A.2.5 b) Workshops Sum 1.000

A.2.6 d) Living accomodation Sum 1

A.2.7 e) Ablution and latrine facilities Sum 1.000

A.2.8 f) Tools and equipment Sum 1.000

A.2.9 g) Water supplies, electric power and communications Sum 1.000

A.2.10 PSA 5.5 h) Dealing with water Sum 1.000

A.2.11 5.8 i) Access Sum 1

PSA 8.9 Comply with the Health and Safety Act

A.2.12 PSA 8.9.1 Health and Safety Measures Sum 1.000

A.2.13 PSA 8.9.2 Health and safety Plan Sum 1.000

A.2.14 PSA 8.9.3 Health and Safety File Sum 1.000

A.2.15 8.4.3 Supervision for Duration of Construction Sum 1.000

A.2.16	8.4.4	Company and Head office Overhead Costs for the Duration of the Contract	Sum	1.000
		Standing time costs		

A.2.17	PSA 8.4.8	a) Plant day	1
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A.2.18	PSA 8.4.8	b) Labour day	1
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TOTAL CARRIED FORWARD



CONTRACT NO. 22/2024

DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION

TENDER

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	c	

BROUGHT FORWARD

A.3	8.7	DAY WORKS				
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A.4		LABOUR				
-----	--	--------	--	--	--	--

A.4.1	PSA 8.7 a)	Unskilled labour	h	1		
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A.4.2	PSA 8.7 b)	Semi skilled labour	h	1		
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A.4.3	PSA 8.7 c)	Skilled labour	h	1		
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A.5	8.8	TEMPORARY WORKS				
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A.5.1	8.8.2	Deal with traffic as per SA road traffic Manual Chapter 13 (Approved by Engineer)			Sum	1.000
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	8.8.5	Cost of survey in Terms of the Land Survey Act				
--	-------	--	--	--	--	--

	8.8.4	Existing services				
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A.5.3	8.8.4	c) Excavate by hand in soft material to expose existing services	m³	1.00		
-------	-------	--	----	------	--	--

A.5.4 8.8.4 d) Temporary protection of existing services Sum 1.000

TOTAL CARRIED FORWARD TO SUMMARY



CONTRACT NO. 22/2024

DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION

TENDER

SCHEDULE B : SITE CLEARANCE

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	c	

B SANS

1200 C SCHEDULE B : SITE CLEARANCE

B.1 CLEAR SITE

B.1.1	8.2.1	Clear and grub Site including trees and stumps up to 1m grith (Entire road reserve)	m ²	700.0
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B.1.2	8.2.10	Remove topsoil to nominal depth of 75mm and stockpile	m ²	2500.0
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TOTAL CARRIED FORWARD TO SUMMARY

CONTRACT NO. 22/2024

DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION

TENDER

SCHEDULE C : ROADWORKS

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	c	

C SCHEDULE C : ROADWORKS

C.1 SANS 1200 DM EARTHWORKS (ROADS, SUBGRADE)

8.3.3 Treatment of Roadbed

C.1.1	8.3.3	a) Roadbed preparation and compaction of material to minimum of 95% MOD AASHTO density	m ³			
	225.00					

8.3.7 Cut to Stockpile

a) Excavate in all materials and use for embankment, backfill or dispose as directed

C.1.2	i) Cut to Fill compacted to 90% MOD AASHTO	m ³	60.00
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8.3.13 Surface finishes

C.1.3	a) Trim shape and roll verge	m ²	520
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C.2 SANS 1200 ME SUBBASE

8.3.3 Construct Subbase with material from commercial sources

C.2.1	G5 Natural gravel material compacted to 98% of MOD AASHTO density m ³	250.00
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TOTAL CARRIED FORWARD TO SUMMARY



CONTRACT NO. 22/2024

DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION

SCHEDULE D: STORMWATER DRAINAGE

ITEM

NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	c	
D		SANS 1200 DB EARTHWORKS				

D.1 SANS 1200 DB EARTHWORKS (OPEN STORMWATER CHANNELS)

a) Excavate in all materials and use for embankment, backfill or dispose as directed

D.1.1 i) Cut to Fill compacted to 90% MOD AASHTO m³ 45

8.3.2 b) Extra - over item (a) above for:

D.1.2 1) Intermediate excavation m³ 1.00 Rate OnlyD.1.3 2) Hard rock excavation m³ 1.00 Rate Only**TOTAL CARRIED FORWARD**

SUMMARY OF SCHEDULE(S) OF QUANTITIES

SECTION A: PRELIMINARY AND GENERAL R

SECTION B: SITE CLEARANCE R

SECTION C: ROADWORKS R

SECTION D: STORMWATER RETICULATION R

A: TOTAL OF SCHEDULE(S) (SUM OF SECTION 1 to SECTION 17) R



B: CONTINGENCIES

(The sum provided is under the direct control of the Engineer

And may be partially or totally excluded) (5% of TOTAL A above) R

C: CONTRACT PRICE ADJUSTMENT

(The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract) RNIL.....

D: TOTAL (A+B+C) R

E: TOTAL VALUE ADDED TAX (15%) ON (D) ABOVE R

F: CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (D+E) R

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for

CONTRACT NO. 22/2024 - DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION has been based.

My/our total Contract Price for these work and above items (Total P) is (in words):

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

SIGNED ON BEHALF OF TENDERER:

NAME, SURNAME & POSITION

DATE

DECLARATION (In respect of completeness of Tender)

Langeberg Municipality

28 Main Street,

Ashton

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 192 pages plus 8 BOQ pages in consecutive order upon which my/our tender for TENDER NO. "22/2024": DEVELOPMENT OF ASHTON SILO CEMETERY EXPANSION has been based . If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF TENDERER:

NAME, SURNAME & POSITION

DATE



Part C3: Scope of Work

PART C3: SCOPE OF WORK

- C3.1 DESCRIPTION OF THE WORKS
- C3.2 ENGINEERING / DESIGN
- C3.3 PROCUREMENT
- C3.4 CONSTRUCTION
- C3.5 MANAGEMENT
- C3.6 ANNEXES

Status

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

- Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
- Particular Specifications
- SANS Standardised Specifications
- Drawings



C3.1 Description of the Works**CONTENTS**

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS
- 3.1.6 CONSTRUCTION TIME PERIOD
- 3.1.7 CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES
- 3.1.8 CONSTRUCTION IN CONFINED AREAS
- 3.1.9 WATER FOR CONSTRUCTION PURPOSES
- 3.1.10 FEATURES REQUIRING SPECIAL ATTENTION
- 3.1.11 ENVIRONMENTAL REQUIREMENTS
- 3.1.12 MONTHLY STATEMENT AND PAYMENT CERTIFICATE

3.1.1 EMPLOYER'S OBJECTIVES

Ashton is situated approximately 172km north of Cape Town along the N1 highway. It is a relatively small settlement about 21km away from the main town in the Langeberg Municipal area, Robertson.

The upgrading of the Silo's Cemetery will increase users comfort.

3.1.2 OVERVIEW OF THE WORKS

The preferred option is the redevelopment of the remainder of Erf 71 of 158(Erf RE71/158) to extent the existing capacity of 1087 graves with an additional 10 000 graves. This tender specifically focuses on the construction of gravel roads and paths

3.1.3 EXTENT OF THE WORKS

- Construction of new gravels roads on the existing contours of erf 71
- Construction of open stormwater channels

3.1.5 TEMPORARY WORKS

The provision of temporary access to the different sites.

3.1.6 CONSTRUCTION TIME PERIOD

The time period specified for completion by the Engineer, as stated in the Contract Data in terms of Clause 1.1.1.14 of the Conditions of Contract, is determined by the contractor and should be inclusive of all special non-working days and year end break (builder's holidays). The Contractor shall plan and programme his construction sequence for completion within the time period specified.

3.1.6.1 Construction work programme

The Contractor shall take note of various factors contained in these specifications, which will have a significant influence on the compilation of the construction work programme.

The contract period will be determined by the contractor. The Contractor shall take the above into consideration when drawing up his programme and no claims will be entertained in this regard.

The Client requires work to be completed before the end of the financial year.

3.1.7 CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES

The Contractor will be permitted to use the area on or near the site for the establishment of a camp site and office accommodation for his construction personnel. The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

The Contractor shall, however, make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities. All Municipal rates shall apply.

No direct payment will be made for the provision of electrical 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.

3.1.8 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work within confined and restricted areas. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule / Priced Bill / Schedule of Quantities include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.

The environment needs to be respected during the construction stage. The footprint must be discussed before the start of construction and no construction or movement of vehicles should take place outside these allocated areas.

3.1.9 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. The raw borehole water cannot be used for concrete mixing purposes, only treated borehole water will be accepted.

3.1.10 FEATURES REQUIRING SPECIAL ATTENTION

3.1.10.1 Existing Services

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary wayleaves be obtained from the relevant service authorities (Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Contractor shall carry out the works with the minimum interference to existing services and it shall be clearly understood that obtaining the necessary wayleaves, will be at his own cost. The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

The Contractor shall comply with the requirements of the Project Specifications in Part B of C3.4.

The contractor needs to walk through the erf with the owner or authorised person, take photographs of the condition before work. Upon completion, the erven need to be handed back to the owner or authorised person in a similar or better state.

3.1.10.2 Health and Safety Plan

Prior to commencing work, the Contractor shall submit a Health and Safety Plan, compiled in accordance with the Health and Safety Specifications in Part C of the Works Specifications to the Engineer for approval. The Contractor may not commence construction without the Engineer's approval of the Health and Safety Plan.

3.1.10.3 Standard of Materials, Workmanship, Testing and Performance

The attention of Tenderers is particularly drawn to the high standard of materials, workmanship, testing and performance applicable to his Contract as a whole and he shall convey this requirement to his proposed Sub-Contractors.

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the Engineer may carry out acceptance control testing. The Employer will not pay claims or grant extension of time for delays to the works resulting from the awaiting of test results. Testing as required by the Engineer will be effected as promptly as possible but it is in the Contractors own interest to submit material samples and other components of workmanship for testing in good time to assist in avoiding or minimising delays.

3.1.10.4 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

3.1.10.5 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, he shall make the necessary arrangements with the Engineer and obtain written approval from the Engineer. The Contractor shall bear the cost of his overtime work.

3.1.11 ENVIRONMENTAL REQUIREMENTS

The Contractor shall take particular note of the environmental requirements contained in the Works Specifications.

The Contractor shall take every precaution to avoid damage to vegetation within that area which falls outside the designated work area is indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials will not be permitted without the written consent of the Engineer. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

3.1.12 MONTHLY STATEMENTS AND PAYMENT CERTIFICATES

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

The contractor must together with the monthly statement, submit to the Engineer the reporting on the local labour used during construction. This must occur for each month. Failure by the contractor to submit the reports will lead to failure to process the payment certificate.

C3.2 Engineering / Design**CONTENTS****3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX****3.2.2 EMPLOYER'S DESIGN****3.2.3 DESIGN BRIEF****3.2.4 DRAWINGS****3.2.5 DESIGN PROCEDURES****DESIGN SERVICES AND ACTIVITY MATRIX**

Concept, feasibility, and overall process (LM PMU)	-	Employer
Basic engineering and detail layouts to tender stage (LM PMU)	-	Employer
Final design approved for construction stage (LM PMU)	-	Employer
Temporary Works and Wayleaves	-	Contractor
Completion of all works	-	Contractor
Preparation of as-built data	-	Contractor

3.2.2 EMPLOYER'S DESIGN

The Employer's Agent is responsible for the design of all permanent works.



3.2.3 DESIGN BRIEF

Not applicable to this contract.

3.2.4 DRAWINGS

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/ Employer on commencement date and thereafter from time to time as required.

The drawings that form part of the tender document are to be used for tender purposes only. On award of the Contract, the successful bidder will receive three (3) sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

Any information in possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.



Table 3.2.4.1: List of Drawings

CONSULTANT'S DRAWING NUMBER	DESCRIPTION	REVISION
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PLEASE REFER TO PART C7 OF THIS DOCUMENT FOR A LIST OF THE DRAWINGS ATTACHED

3.2.5 DESIGN PROCEDURES

The only design responsibility assigned to the Contractor under this contract is for the design work related temporary works and support of excavations. There is no requirement to submit these designs to the Employer or the Employer's agent for approval. Temporary works will however be inspected by the appointed Occupation Health and Safety Client Agent to ensure compliance with recognized industry norms and standards.

It is assumed that all temporary works designed and constructed by the Contractor has been designed and supervised by a competent person with the necessary qualifications and experience. It is also assumed the Contractor has the necessary indemnity insurance in place to cover for any liability that may occur as a result of the failure of such temporary works.



C3.3 Procurement

CONTENTS

3.3.1 PREFERENTIAL PROCUREMENT

3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1. PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the Preference Schedule where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the Preference Schedule, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the Preference Schedule (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the Preference Schedule) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the Preference Schedule, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the Preference Schedule, the Contractor shall submit to the Employer's Agent, on a monthly basis, a B-BBEE Sub-contract Expenditure Report. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract.

C3.4 Construction**CONTENTS**

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 PLANT AND MATERIALS
- 3.4.5 CONSTRUCTION EQUIPMENT
- 3.4.6 EXISTING SERVICES
- 3.4.7 SITE ESTABLISHMENT
- 3.4.8 SITE USAGE
- 3.4.9 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.10 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS
- 3.4.11 INSPECTION OF ADJOINING PROPERTIES
- 3.4.12 WATER FOR CONSTRUCTION PURPOSES
- 3.4.13 SURVEY CONTROL AND SETTING OUT OF THE WORKS
- 3.4.14 LOCAL PRODUCTION AND CONTENT
- 3.4.15 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.16 UNIVERSAL ACCESS

3.4.1. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CERTIFICATION BY RECOGNIZED BODIES

Not applicable to this contract.

AGRÉMENT CERTIFICATES

Not applicable to this contract.

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

SANS 1200A	1986	General
SANS 1200AB	1986	Engineer's Office
SANS 1200AD	1986	General (Small dams)
SANS 1200C	1982	Site Clearance
SANS 1200D	1990	Earthworks
SANS 1200DA	1990	Earthworks (Small works)
SANS 1200DB	1989	Earthworks (Pipe Trenches)
SANS 1200DE	1984	Small earth dams
SANS 1200DM	1981	Earthworks (Road and Subgrade)
SANS 1200DK	1996	Gabions and Pitching
SANS 1200G	1982	Concrete (structural)
SANS 1200GA	1982	Concrete (Small works)
SANS 1200 GB	1984	Concrete (ordinary buildings)
SANS 1200 H	1990	Structural Steelwork
SANS 1200 HB	1985	Cladding and Sheeting
SANS 1200L	1983	Medium Pressure Pipelines
SANS 1200LB	1983	Bedding (Pipes)
SANS 1200LC	1981	Cable Ducts
SANS 1200LD	1982	Sewers
SANS 1200LE	1982	Stormwater Drainage
SANS 1200LF	1983	Erf Connections (Water)
SANS 1200M	1996	Roads (General)
SANS 1200ME	1981	Subbase
SANS 1200MF	1981	Base



SANS 1200MK 1983 Kerbing and Channelling

All work carried out, as well as equipment supplied, must fully meet and be in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations (2014) issued in terms of Section 43 of the Act.

In addition, the latest revisions of the following statutory regulations, laws and obligations as pertaining specifically to any and all electrical work applicable to this specific project are applicable:

- The regulations of the local Supply Authority
- The regulations of the Client, being either Governmental, Municipal, Parastatal or Private
- Local fire regulations
- SANS 10400-A: 2010 – The application of the national building regulations, Part A: General principles and requirements

All references to “SABS” specifications shall be read as “SANS” in light of the recent changes by the South African Bureau of Standards. Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable. All applicable electrical instrumentation must be IP68.

- a) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.
- b) Departures from and/or additions to specifications listed above are in shown in accordance with the numbering system of the standardised or particular specification. Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification and shall adhere to the following:
 - (i) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
 - (ii) The standard specifications, which form part of this contract, may cover items not applicable to this particular contract and should be clarified with the Engineer if discrepancies are obvious.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

In certain instances, the Standard Specifications listed in 3.4.1 above allow a choice to be specified in the Scope of Work between alternative materials or methods of construction. Allowance is also made for additional requirements to be specified to suit each particular contract. Details of such alternatives or additions are contained in this part of the Scope of Works. In addition, it contains some supplementary specifications required for this particular contract. Subclauses referred to are those in the relevant Standardised Specification.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

SANS 1200 A - GENERAL

PSA 2.4 Interpretations: Abbreviations

Add to subclause 2.4(b):

“The acronym ‘MAMDD’ referred to throughout the document stands for Modified AASHTO Maximum Dry Density.”

Add after subclause 2.4(b):

“References to South African National Standards or SANS shall be interpreted as references to South African Bureau of Standards or SABS and the two terms are used interchangeably.”

PSA 3.1 Materials: Quality

Substitute the second sentence of subclause 3.1 with:

“Materials shall bear the official mark of the appropriate standard”

Add to the end of the clause:

“The Contractor is responsible for the cost of all testing to ascertain that materials do comply with the specific minimum requirements of the applicable standards. No additional payment will be made for such verification tests.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours prior to the commencement of the tests and must allow time in his programme for necessary testing and processing of results. “

Substitute the second paragraph with the following:

“Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory, which is capable to carry out the necessary tests. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.”

Add the following Clauses after Clause 3.2:

PSA 3.3 Storage of materials

“Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the Contractor's own expense.”

PSA 3.4 Handling of materials

“Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment. The Section Steel reservoir panels shall be lowered by means of suitable hoisting equipment and neatly stacked to the Supplier's specifications.

The Engineer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.”

PSA 5.1 Construction: Survey

Substitute the first paragraph in subclause 5.1.1 with the following:

“Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the

correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor."

PSA 5.2 Watching, barricading, lighting and traffic crossings

Add the following to A 5.2:

"The crossings of all streets with services must be done in half widths as to accommodate the traffic to the residential even.

No staff accommodation will be allowed on Site, but the Contractor will be permitted to have one watchman in the camp during non-working hours.

From the time any portion of the Works commences, until the end of the Contract Period, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safe and satisfactory condition."

PSA 5.4 Construction: Protection of Overhead and Underground Services

Add the following after the first sentence:

"Although the services are indicated on the drawings, the Contractor will be responsible for locating the services on site using a cable detection device."

PSA 5.5 Dealing with water on works

Add the following:

"All work must be protected against flooding and damage by water (storm water, groundwater etc) and the Contractor's prices will be held to include for such protection and for any rectification that may be required (including drying out of material or layer works or any consequential losses, slow progress, deviations, cofferdams, sumps, well point, labour and pumping of water).

Care shall be taken that a free passage for water is maintained in all gutters and waterways. Special precautions shall be taken by the Contractor not to change existing conditions by leaving spoil in waterways or by diverting water onto private property.

The Contractor shall make good any damage and shall settle all claims at his own expense in the event of flooding of private or public property occurring through waterways being obstructed by his operations or through the effect of any other of his acts or omissions.

The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the implementation and maintenance of all soil erosion preventative measures necessary to protect any pipeline and the properties

through which it passes and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the contract works.

Notwithstanding the types and quantities of anti-erosion measures executed by the Contractor, whether ordered by the Engineer or not, and notwithstanding the maintenance work performed on these works, the Contractor shall be responsible for repairing and remedying at his own cost all settlement in the trench or elsewhere, all erosion of the trench, of the working area and adjacent to it, and on any other areas occupied or used by him during the course of the Contract, all wash-away, scour at waterways, deteriorating of anti-erosion works and any other damage. He shall, therefore, be free to carry out at his own expense, such additional compaction of the backfill and such other anti-erosion or other works as, in his opinion, will reduce his restoration and repair work during the Contract Period including the Defects Liability Period and shall provide therefore in his Tender.

Unless otherwise allowed for in the Schedule of Quantities, the Contractor shall be responsible for all costs in dealing with water and must therefore allow for such costs in his tendered rates.”

PSA 6.2 Tolerances: Degree of Accuracy

Degree of Accuracy II is applicable.

PSA 7.1.1 Testing: Principles: Checking

Add the following:

“For compaction tests, the Contractor shall carry out a minimum of one compaction test for every 300m³ of subgrade material processed and for every 1500m² of subbase and base course material placed.

The Contractor shall test compaction density on all pipe bedding and backfill in trenches at least once for every 20m of each layer placed and compacted. The tendered rates for each of the relevant items shall include the costs of all such control testing and no additional claims shall be considered in this regard. Should the control testing arranged by the Contractor not meet the requirements of the specification, the Engineer shall have the right to conduct all such tests at the Contractor's expense and on his behalf. In this case, the Engineer shall be given 72 hours' notice of when testing is required. No claims shall be considered in respect of delays resulting from such testing.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such tests show the Contractor's control testing to be such that the quality of the Contractor's work can be called into question, the Engineer may order further check tests to be carried out on work already completed. All costs associated with such subsequent checks shall be for the Contractor's account.”

PSA 7.4 Statistical analysis of control tests

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

PSA 8.3.3 Scheduled Fixed Charge and Value Related Items: Other Fixed Charge Obligations

Add the following:

“The Contractor will be responsible for obtaining all relevant wayleaves from all relevant bodies before commencing works. The costs, overheads, and profits for obtaining wayleaves and liaising with relevant authorities will be deemed to be included in the rate tendered for this item. In addition, the Contractor will be solely responsible for obtaining these wayleaves and no claims for extension of time will be entertained in the event of works being stopped due to wayleaves not being obtained.”

PSA 8.4 Measurement and Payment: Scheduled time related items (SANS 1200A CI 8.4)

Add the following payment items:

PSA 8.4.6 Contractor's obligation in respect of Health and SafetyUnit: Sum

The tendered sum shall include full compensation for compliance with the requirements of the OHS Act and Regulations for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.7 a) Standing time costs: Plant.....Unit: Day

The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant to be used during construction at any time.

PSA 8.4.7 b) Standing time costs: Labour.....Unit: Day

The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

PSA 8.4.7 c) Standing time costs: Other resources (to be specified by the Contractor).Unit: Day

The item above will cater for all associated costs relating to standing time charged by the Contractor for any other resource not allowed for in (a) and (b). Should a rate be provided for this item the Contractor needs to specify the resource

PSA 8.5 Measurement and Payment: Sums Stated Provisionally by the Engineer (SANS 1200A CI 8.5)

Add the following payment items:

All items stated as a provisional sum will cater for all costs associated with the provision of the relevant service. This includes but is not limited to all taxes, levies, accommodation, PPE, UIF, PAYE etc. The percentages tendered for shall cover the Contractor's overheads, charges and profits for the amounts provided for.

PSA 8.5 (c) Cellular telephones: Unit: Prov. Sum

Cost of calls in connection with contract administration by the Engineers' Representative.

PSA 8.5 (d) Handling costs and profit in respect of subitem (c) Unit: Percentage

PSA 8.5 (e) Material testing by commercial laboratories if req. by Engineer:Unit: Prov. Sum

Laboratory testing by an independent supplier as required by Engineer. This Provisional Sum is specifically for situations where the Engineer question the results of provided by the Contractor and he requires a second independent supplier's test results to confirm the validity of the Contractor's results.

PSA 8.5 (f) Handling costs and profit in respect of subitem (e) Unit: Percentage

PSA 8.7 Daywork

Add the following Payment Items:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

Labour:

PSA 8.7 a) Unskilled labour..... Unit: Hour

PSA 8.7 b) Semi-skilled labour..... Unit: Hour

PSA 8.7 c) Skilled labour..... Unit: Hour

The items above (8.7 (a) to (c)) will cover all costs related with the provision of labour in the mentioned categories on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time.

Plant:

PSA 8.7 d) Excavator..... Unit: Hour

PSA 8.7 e) Graders..... Unit: Hour

PSA 8.7 f) Front end Loader..... Unit: Hour

PSA 8.7 g) Rollers..... Unit: Hour

PSA 8.7 h) TLB..... Unit: Hour

PSA 8.7 i) Trucks (10m ³)	Unit: Hour
PSA 8.7 j) Water Trucks	Unit: Hour
PSA 8.7 k) Plate Compactor/Rammer Compactor.....	Unit: Hour

The items above (8.7 (d) to (k)) will cover all costs related to the provision of the various plant resources on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time. It will be assumed that the capacity, specification and size of the plant resources for which rates are provided will be similar to those that will actually be used during the construction of the works. Where possible at tender stage, the specifications of the plant resources should be specified under this item.

PSA 8.8.4 Temporary Works: Existing Services

Add the following:

“Where the Employer or others carries out work which is the responsibility of the Contractor, all costs incurred by the Employer or the third party will be recovered by means of a deduction from the Contractor’s monthly payment.

Where hand excavation around existing services does occur, it shall be measured only if it occurs within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services.”

PSA 8.9 Additional Fixed charged items..... Unit: Month

This rate will include the total monthly Preliminary and General fixed charged items cost if the tenderer is appointed for all the “Rate Only” Items in this tender, increasing the scope of works.

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PSA 8.10 Additional Fixed charged items..... Unit: Month

This rate will include the total monthly Preliminary and General Time-Related items cost if the tenderer is appointed for all the “Rate Only” Items in this tender, increasing the scope of works.

End of PSA

SANS 1200 AB – ENGINEER’S OFFICE**PSAB 3.1 Materials: Nameboard**

Replace, after the words ‘..., decorating and detail...’ in the first sentence:

“with the relevant standard project nameboard drawing as issued by the Engineer.”

PSAB 3.2 Materials: Office Buildings

Add the following after the second paragraph:

Substitute sub-paragraph (j) with the following:

“j) provision of an approved 12 000 BTU air-conditioner”

Add the following to C13.2 after the last paragraph:

“In addition, the Contractor must supply basic survey equipment and 2 survey assistants at no charge as reasonably required by the Engineer. The Contractor must supply Site Instruction books as required by the Engineer. The Contractor shall give the Engineer’s Representative access to their internet connection on Site. The meeting room shall be furnished with a table and chairs to accommodate 10 people.”

PSAB 4.1 Plant: Telephone

Add the following to the last paragraph:

“The Engineer will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be covered by the Contractor under payment item 8.3.2.1 (b).”

PSAB 5.1 Construction: Nameboards

Add the following to the last paragraph:

“The nameboards shall be erected within one month of acceptance and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within 14 days of damage. No payment shall be made in terms of the contract prior to the erection of these boards. In addition, the Contractor shall be permitted to erect a maximum of two of his own boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not maintained in good condition.”

PSAB 5.6 Construction: Survey Equipment

Add the following subclause: **5.6 SURVEY EQUIPMENT**

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- One calibrated automatic level including staff and tripod
- One 5m and one 100m tape measure

The above equipment may, by arrangement, be shared with the Contractor and Engineer's Representative. The Contractor shall keep the equipment continuously insured and shall indemnify the Employer and Engineer and all their agents against any claims for loss, damage or breakage in this regard. The Contractor will keep the equipment in working order and will keep it clean for the duration of the contract."

PSAB 8.1 Measurement and Payment

Add the following:

"All costs, overheads and profits associated with the items listed above (including those specified in the project specifications) are deemed to be included in the rates tendered under SANS1200A (Preliminary and General)."

End of PSAB

SANS 1200 C – SITE CLEARANCE**PSC 3.1 Materials: Disposal of Material**

Replace the first sentence with the following:

"All materials generated by clearing, grubbing and demolition of all types of fencing and structures in disrepair shall be disposed of at a licensed municipal dump site, and all rates shall apply"

PSC 5.1 Construction: Areas to be Cleared and Grubbed

Add the following to the last paragraph:

"The Contractor shall programme his work in such a manner that re-clearing is not required. The cost of re-clearing shall be borne by the Contractor."

PSC 5.2.3 Preservation of Trees**PS C 5.2.3.2 Individual trees**

Add the following:

"Trees outside street, channel and pipeline routes must be left standing and undamaged, except where otherwise ordered, in writing, by the Engineer. A penalty of R25 000.00 per tree for trees damaged and/or removed will be charged where this has not been at the written request of the Engineer."

PSC 5.8 Demolition of Structures

Add the following to C 5.8:

The existing identified buildings, hollow brick retaining walls and concrete slabs must be demolished as specified by the Engineer. The roof trusses, gutters, windows, and doors, etc removed and in good condition must be cleaned and delivered to the Employer.

PSC 5.9 Existing Fencing

"Where fences are crossed it will be dismantled and set aside and reinstated after the work is finished. Photographs to be taken before dismantling and the process must be discussed and confirmed with a letter to the owner. All fencing must only be removed when work is to commence in that area and must be repaired immediately at the same standard or better as previously after damage to it has occurred."

PSC 8.2.1 Clear and Grub Unit: ha

Add the following to the item:

"The rate shall include the clearing and demolishing of all types of rubble, and any other operations to complete the works, where approved by the Engineer."

PSC 8.2.9 Transport Materials and Debris to Unspecified Sites and Dump

Add the following to the item:

"All materials and debris that is not being used by the contractor must be removed and taken to the municipal dumping site at their own cost."

PSC 8.2.11 Dismantle, stockpile / store and maintain Existing Fence material crossed by new services Unit: m

Add the following new item:

"The rate shall cover all cost for removal of existing fencing material, including all gates, neatly stacking and storing the material as well as maintain the material until such a time it is required to be reinstated in the old position. No additional payment will be made for the replacement of fencing material that has been damaged by the Contractor. The contractor must clearly mark and distinguish between the material stored on site to ensure the correct material is reinstated on the appropriate owners' property."

PSC 8.2.12 Re-erect Existing Fences to standard upon completion of works with material from stockpile.....Unit: m

Add the following new item:

"The rate shall cover all the cost for the re-erection of the dismantled fences with the existing material, including additional excavation for pole foundation and material such as concrete and tie wire that may be required to properly reinstate the fence. No additional payment will be made for the replacement of fencing material that has been damaged/not maintained by the Contractor.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed after which the Engineer must give written approval for the replacement thereof and for payment, therefore."

PSC 8.2.13 Clearing of Existing Temporary/Semi-Permanent Structures on existing erven and the reinstating of these structures after construction Unit: m2

Add the following new item:

"This rate to allow for photographing the condition of existing structures in the way of construction, getting approval (signed letter) from the erf owners to dismantle or relocate the structure to a new preferred location out of the way of any construction, the dismantling of temporary structures, storing the material, procuring further additional material required to reconstruct the structure at a new preferred location upon completion of the installation of the erf connections. This rate should allow all the supply of materials, installation of materials, labour and any other cost involved with relocating the temporary/semi-permanent structures."

End of PSC

SANS 1200 D – EARTHWORKS

PSD 2.3 Interpretations: Definitions

Add the following after the description of 'Restricted excavation':

"Where it is required that earthworks be carried out using labour intensive methods, the definition "restricted excavation" shall read "An excavation required to be carried out using only hand tools, or where so permitted in terms of the Project Specification, with restricted plant usage".

Add the following definition before 'Specified Density':

Sand (cohesionless and non-cohesive). For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

PSD 3.1.2 Materials: Classification for Excavation Purposes: Classes of Excavation

Please add the following after the last paragraph:

“f) Hand Excavation

The definitions given for soft, intermediate, and hard rock excavation under Clause 3.1.2(a), (b) and (c) respectively will not apply to those aspects of the earthworks which must be undertaken by labour intensive methods in terms of the Project Specification. For hand excavation, the following classifications shall apply:

“Soft excavation” will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

“Hard rock excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up by blasting before removing the material from the excavation as soft material.

The definition of boulder excavation Classes A & B given under Sub-Clauses 3.1.2(d) and (e) will apply irrespective of whether the earthworks are carried out by labour intensive methods or by any other method. “

PSD 4.5 Plant: Avoiding Quagmire Conditions

Add the following to Sub-Clause:

“In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall, at his own expense, take such steps to rectify the conditions as the Engineer may order.”

PSD 5.1.2.2 Construction: Precautions: Existing Services: Detection, Location and Exposure

Add the following to Sub-clause 5.1.2.2:

“If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. Exact details of these services will be given to the Engineer. These services must also be indicated on the "As Built" drawings.”

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

PSD 5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance

Add the following to Sub-clause 5.1.4.1

"The Contractor is responsible for dust control and is liable for any claims that may result from dust nuisance during the contract period. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates."

PSD 5.1.6 Construction: Precautions: Road Traffic Control

Add, after the last paragraph, the following:

"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Roadworking Signage: Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993)."

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal

Add the following to Sub-clause:

"Excess materials arising from the excavations shall by instruction of the Engineer be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite."

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal

Add the following to Sub-clause:

"Excess materials arising from the excavations shall by instruction of the Engineer be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising

from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite.”

PSD 5.2.2.4 Construction: Methods and Procedures: Excavation

Add the following Sub-clause:

Excavation by hand around existing services. Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.4.3 Construction: Methods and Procedures: Grass or other vegetation.

Add the following Sub-clause:

Planting shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the seasonal weather conditions. Undue humps and hollows shall be smoothed out before planting is commenced. The areas to be planted shall be covered with a 150 mm depth of topsoil from maintained stockpile or a source to be approved by the Engineer, scarified, harrowed, raked or otherwise worked to the designed level and slope.

Before planting in topsoil prepare soil with 300kg/Ha Calcium

During planting apply 5L/Ha C25 or AminoFix-3000 while irrigating and repeat 3 weeks after first application combined with 250kg/Ha Alzone 24-3-10.

Kikuyu seeding:

Seeding shall be done over the prepared and graded topsoil surface area evenly distributed at a rate of 70 grams per square meter (m²). Watering of seeded area will be the responsibility of the contractor and must be done according to specialist suppliers' specifications until date of Completion Certificate. Water for irrigation purposes will be provided by the client, irrigation water will be treated effluent and contractor to adhere to all health and safety specifications when irrigating the seeded area.

Kikuyu roll-on-lawn:

Establishment of roll-on-lawn to be done in the prepared and graded topsoil surface area according to specialist suppliers' specifications. Watering of newly established roll-on-lawn area will be the responsibility of the contractor and must be done according to specialist suppliers' specifications until date of Completion Certificate. Water for irrigation purposes will be provided by the client, irrigation water will be treated effluent and contractor to adhere to all health and safety specifications when irrigating the seeded area.

Stools or runners of "Kikuyu" or other grass approved by the Engineer shall be planted by forming trenches 75 mm deep at 300 mm intervals along lines at right angles to the direction of maximum slope, laying the stools or runners at intervals not exceeding 150 mm along the trenches and closing the trenches in such a way to cover the grass entirely. After planting the surface shall be lightly rolled with a hand roller with a maximum mass of 150 kg.

PSD 5.2.5 Construction: Methods and Procedures: Transport for Earthworks

Replace sub clause 5.2.5.1 with the following:

"Freehaul – all material transported within the boundaries of the site or from a commercial source will be regarded as being hauled under freehaul. No overhaul will be paid.

Replace sub clause 5.2.5.2 with the following:

"Overhaul – Transportation of all excavated material beyond the boundaries of the site will be regarded as being hauled under freehaul. No overhaul will be paid under this contract. Hauling and transportation costs will be deemed to be included under the relevant payment items.

PSD 8.3.2 Measurement and Payment: Scheduled Items: Bulk Excavation Unit: m3

Add the following after the item description:

"All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200D 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200D 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified in 1200D.

PSD 8.3.4 d) Import to fill, material from commercial sources compacted to 90% MOD AASHTO Unit: m3

Add the following:

"The rate for importation of commercial material (minimum G9 classification or better) shall include all cost of royalties if applicable, acquiring suitable material (minimum G9 classification or better), forming of access, removal of overburden, loading, transportation, offloading at point of placing, removal of access and replacing overburden. The rate also needs to allow for spreading out of material after offloading, watering and compacting of the material in a uniform layer to 90% of MOD AASTHO.

PSD 8.3.10 Topsoiling..... Unit: m2

Add the following to Sub-clause:

"The rate shall cover the cost of importing topsoil from borrow pit within 5km radius from the site in terms of 5.2.2.2 and hauling and spreading in terms of 5.2.4.2."

Add the following to Sub-clause:

“The rate shall cover the cost of importing topsoil from commercial sources in terms of 5.2.5.1 and spreading in terms of 5.2.4.2.”

PSD 8.3.11 Grassing or other Vegetation Cover..... Unit: m3

Add the following:

Payment for grassing and covering with other vegetation of designated areas will be made in stages as follows:

First payment

When the area has been prepared and planted, 60 % of the rate tendered per square metre shall be paid.

Second payment

When the area has been initially accepted by the Engineer, a further 30 % of the rate tendered per square metre shall be paid in respect of the remeasured area which is accepted.

Third payment

At the end of the maintenance period the outstanding amount will be paid in respect of the actual remeasured area of grass and other vegetation finally accepted by the Engineer for payment.

The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply and planting of grass and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.

END OF PSD

SANS 1200 SECTION DB: EARTHWORKS (PIPE TRENCHES)

PSDB 3.1 Classes of Excavation

Please add the following after the last paragraph:

“Classification of excavation by mechanical means for measurement and payment shall either be soft excavation or hard rock excavation, notwithstanding the provisions of sub clause 3.1 of SANS 1200 D. Intermediate material shall be classified as soft material and will not be measured or paid for separately.

Please add the following after the last paragraph:

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) of SANS 1200D respectively will not apply to those aspects of the trench excavation which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation, the following classifications shall apply:

“Soft excavation” will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

“Intermediate excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer requires breaking by pneumatic or hydraulic means before removing the material from the excavation as soft material.

“Hard rock excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up broken up by blasting before removing the material from the excavation as soft material. “

Please add the following after the last paragraph:

“All excavation of material classified under a) Soft excavation and b) Intermediate excavation above will be paid for under payment item 1200DB 8.3.2 a). There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200DB 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified above.

PSDB 3.5 Backfill Material

Replace “from trenches” in CI 3.5(a) with:

“...from trenches, channels and other excavations”

Replace CI 3.5(b) with:

“All pipe and duct trenches across roadways shall be backfilled with selected material (G7 or higher) from commercial sources.”

PSDB 3.6.1 Materials for Reinstatement of Roads and Paved Areas: Subbase and Base

Substitute CI 3.6.1 with the following:

“Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub-base pavement layer(s) shall be set aside and used in the reconstruction of the sub-base layer. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub-base layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.”

PSDB 3.7 Selection

Add the following:

“Notwithstanding the above, in terms of which the Contractor has a choice regarding methods of selection, the Contractor must use selective methods of excavation. The Contractor shall selectively remove and separate the suitable material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Sub-clause 6.2 of SANS 1200 D or SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as “unsuitable” material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use. “

PSDB 4.1 Excavation Equipment

Add the following:

"All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates."

PSDB 4.2 Control of Water

Add the following:

"One set of dewatering equipment shall consist of pumps, pipes, well points and other equipment necessary for keeping the trenches sufficiently free from water for dewatering of excavations up to 4 m depth and a trench length of 45 m for both sides or 70 m on one side."

PSDB 5.1.1 Water in Trenches excavation

Water in pipe trenches may cause movement of the pipe due to flotation and backfilling must be completed as soon as possible. If there was any movement, the Contractor must remove and relay the pipes at his own cost and to the satisfaction of the Engineer.

PSDB 5.1.2 Storm water, Seepage and Dewatering of Excavations

The costs of dealing with water shall be deemed to be included in the tendered rates for excavation and no additional payment shall be made in this respect.

PSDB 5.4 Excavation

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates. Electric cable trenches shall be dug in lengths as requested by the electrical contractor."

The provisions of PS D 5.2.2.4 shall apply mutatis mutandis for hand excavation.

PSDB 5.5 Trench Bottom

Substitute "90%" in the second paragraph of DB 5.5 with "93 % (100 % for sand)".

PSDB 5.5.1 Trench Bottom

Material that Engineer considers unsuitable at the bottom of the trench shall be excavated to the depths and disposed of in the manner directed. The resulting space shall be refilled, as order, with approved material and compacted as directed.

Should bedding of the pipeline in accordance with SABS 1200 LB form part of the contract, the depth of the trench shall be such that the specified depth of the cradle can be placed under the pipeline, and the trimming and grading of the trench shall be such that the barrel of each length of pipe can be uniformly supported over its full length, free at the joints, and at the correct grades and levels. Except where the trench excavation is in rock, hard objects and boulders that may adversely affect the uniformity of the foundation shall be removed to a depth of 100mm below the specified trench bottom. Where the bottom of the trench has been loosened during excavation, it shall be compacted at OMC to 90 % of the modified AASHTO maximum density prior to bedding and pipe laying.

The bottom of trenches shall be sufficiently straight (or true to alignment in the case of curved pipelines) to enable the pipes to be laid without reduction of the side allowances given in 5.2 and in conformity with the applicable tolerance specified in any standardised specification covering pipe work that forms part of the contract.

PSDB 5.6.2 Material for Backfilling

Substitute "from trench excavations" in the first paragraph of CI 5.6.2 with "from trench or other excavations".

PSDB 5.6.3 Disposal of Soft Excavation

Add the following:

"All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of as described in D 5.2.2.3."

PSDB 5.7.2 Areas Subject to Traffic Loads

Add the following:

"Backfill of all pipe trenches that fall under roadways shall be compacted to 95% of MAMDD density for cohesive materials and sand backfilling shall be compacted to 100 % of MAMDD density."

PSDB 5.9.4 Reinstatement of Surface: Bitumen Roads: Sub-base and Base:

Add the following:

"Any additional imported material required for the reinstatement of selected layers, sub-base or base shall comply with the requirements of the relevant standardised specifications."

PSDB 8.1.2 b) Basic Principles

Replace subclause (b) with the following:

“Separate items will be scheduled for lengths of trench of depths not exceeding certain depths as per the bill of quantities”.

PSDB 8.1.2 c) Basic Principles

Replace the last sentence of subclause (c) with the following:

“The ground surface will be that existing after any bulk excavation has been carried out and before any embankment has been constructed, unless a portion of the embankment has to be constructed in order to achieve an acceptable cover over a pipe that is to be installed, in which case measurement will be made from the level of embankment that produces an acceptable minimum cover over the pipe. The depth of the excavation for measurement and payment purposes will be as specified in Sub-clause 8.1.2 (b).”

PSDB 8.2.4 Shoring

Add the following to DB 8.2.4:

Shoring will only be measured and paid for if written approval is given by the Engineer before it is installed.

PSDB 8.3.2 a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material Unit: m

Add the following to D 8.3.2(a):

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material within 1,0 km.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal and that fast excavation and backfill will reduce ground water seepage.

PSDB 8.3.2. b) Payment will only be made if so added by the engineer and only if a 20 ton excavator with rock breaking teeth is incapable to complete the work and a pneumatic breaker is required.

PSDB.8.3.2 c) Excavate unsuitable material from trench bottom Unit: m

Add the following after the last paragraph under subclause (c)):

“The rates for excavation of trenches shall also cover the costs of battering trench sides or providing shoring to trenches as deemed necessary by Contractor in light of his obligations under the Occupational Health and Safety Act.

Where battering of trench side slopes is chosen in lieu of shoring, the rate shall also cover any additional protection of services, replacement of erf pegs or any other additional cost resulting from battering the side slopes.

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material as described in D5.2.2.3.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal and that fast excavation and backfill will reduce ground water seepage.

i) Electric cable trenches

Excavation for electric cables not laid with other services will be measured and paid for separately under the relevant depth increments. The rate shall provide for excavation, preparing trench lengths as requested by the electrical subcontractor, backfilling and compaction thereof. The rate shall also make provision for the possibility that long trenches need to be prepared for the electrical Contractor to lay full cable lengths (up to 300 m) and immediate backfilling after the installation of the cable (same day) to prevent theft.

ii) Combined trenches

The rate for excavation and backfilling of trenches with more than one service, shall allow for trench widths as set out in PS DB 5.2 and the bill of quantities. Extra bedding and fill blanket will be measured as in the case of normal pipe trenches.

The depth increment for combined trenches is determined by the deepest pipe in the trench.”

PSDB 8.3.2 d) Hand excavation and backfill Unit: m3

The provisions of PS DB 8.3.2(a), DB 8.3.2(b) and PS DB 8.3.2(c) shall apply mutatis mutandis for hand excavation. Payment shall only be made if so ordered by the Engineer.

PSDB 8.3.2 e) Extra-over PS DB 8.3.2(a) for temporary stockpiling of material Unit: m3

Temporary stockpiling of material will only be measured and paid for if ordered so in writing by the Engineer and if it is not contaminated with unsuitable material.

The rate shall provide for the handling and stockpiling of the material within the free haul distance.

PSDB 8.3.3.1 Make up deficiency in backfill material (provisional) Unit: m3

Add the following to DB 8.3.3.1:

d) Stockpile Unit: m3

Add the following to the last paragraph of DB 8.3.3.1:

No payment will be made for the transport of material from commercial sources or sources outside the site that the Contractor has selected.

PSDB 8.3.3.3 Compaction in road reserves Unit: m3

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket.

PSDB 8.3.4 b) Temporary works: Control water inflow

Substitute DB 8.3.4(b) with the following:

- 1) Provide equipment Unit: Set
- 2) Operate and maintain Unit: Set days
- 3) Remove equipment Unit: Set
- 4) Remove, move and reinstall existing sets of equipment Unit: Set

The rate for (1) above shall cover the cost of providing the necessary plant and materials, fully erected and operative on site for a set of equipment as described in PS DB 4.4.

The rate for (2) above shall cover the cost of operating and maintaining the pumps, well points sheeting, close lumbering and other equipment, as applicable, for 24 hours a day. The amount of days allowed for shall be the accumulated amount of set days of all sets. Pro rata set days will be measured where a set is not used and maintained for a full 24-hour day. The set shall be in operation 24 hours a day from installation till removal to be measured and payed for otherwise no payment shall be made.

PSDB 8.3.5 Existing Services That Intersect or Adjoin a Pipe Trench

Add the following to the end of sub clause (a):

"Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. These will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

- i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original."

Add the following to the end of sub clause (b):

"The unit "number" will only be used for services such as poles and trees.

No payment will be made for overhead services that do not rest directly on the ground except where allowance is made for this in the schedule of quantities.

Existing services that rest directly on the ground e.g. poles, walls and structures are handled in the same way as underground services, but the axis of the service will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1.0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer. These will be distinguished between existing trunk services and existing erf connection.

PSDB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material Unit: m3

The quantity will be calculated according to the actual volume of material placed in the final position according to the specified dimensions.

The rate is an “extra-over” Item DB 8.3.6.1 and includes all costs of supplying and placing of imported material in the final position with material from commercial sources.

End of PSDB

SANS 1200 SECTION DE: SMALL EARTH DAMS

PSDE 1 SCOPE

Add the following to DE 1.1:

This specification also covers the cladding of the dam with a geo-membrane.

PSDE 3.2.1 Earth fill Material

Substitute paragraph (b) of DE 3.2.1 with the following:

b) shall comply with the requirements for the various embankment zones, as shown on the drawings.

Material for the retention dam shall be obtained from borrow pits or trench excavations, as indicated by the Engineer on site.

PSDE 3.3.1 General

Replace DE 3.3.1 with the following:

Material to be used for the construction of the retention dam shall be of a homogeneous nature and only underlying clay from the site in positions as indicated by the Engineer, shall be used.

The Contractor shall in all excavations be selective in order to prevent contamination of usable material with unsuitable material. No extra payment will be made in this regard and all costs related to this shall be deemed to be covered in the rates for

the relevant items. The Contractor shall remove all contaminated material, unsuitable for further use on the site of works, and replace it with material of the same quality as that of the usable in situ material, all at his own cost.

PSDE 3.3.3 Fill Materials

Add the following at the end of the first sentence of DE 3.3.3:

"and from designated borrow pits"

PSDE 3.4 **GEOTEXTILE MEMBRANE**

The geotextile membrane shall consist of a high-density polyethylene copolymer (Hi driline or similar approved) on rolls of at least 6,5 mm wide and a thickness of 500, 750 or 1 000 micrometres. The cladding material shall be welded together on site by using a continuous extrusion/fusion method to ensure an integrated and homogeneous joint that will withstand a shear test.

PSDE 5.2.2.3 Borrow pits

Add the following to DE 5.2.2.3:

The position of the designated borrow pit will be indicated during the site inspection.

PSDE 5.2.2.4 Disposal

Add the following to DE 5.2.2.4:

Surplus and unsuitable material shall be either backfilled into dongas, PIT toilet sumps or disposed of at the approved dumping site.

PSDE 5.2.3.1 Lines and grades

Substitute the second sentence of DE 5.2.3.1 with the following:

The Contractor shall allow for settling during construction to ensure that the final crown level is the same as that shown on the drawings. (See DE 8.2.1).

PSDE 5.2.3.2 Embankment

Add the following to DE 5.2.3.2(d):

Fill shall be compacted to a minimum density of 98 % of the Proctor density at a minimum moisture content of 2 % above the optimum moisture content.

PSDE 5.2.5.1 Free haul

Substitute DE 5.2.5.1 with the following:

The provisions of D 5.2.5.1 shall apply mutatis mutandis.

PSDE 5.2.5.2 Overhaul

Substitute DE 5.2.5.2 with the following:

The provisions of D 5.2.5.2 shall apply mutatis mutandis.

PSDE 5.2.6 Anchoring and Sealing

Anchoring and sealing of watertight membranes to pipes and concrete structures shall be done according to the manufacturer's approved prescriptions. The manufacturer shall inspect and approve the surface of the structure before the membrane is laid. The surface shall be level and firm.

PSDE 5.3.1 Application Rate

Gypsum shall be applied at a rate of 2 % of the maximum Proctor density, except where otherwise ordered by the Engineer.

PSDE 5.3.2 Preparation of Layer

The material to be modified shall be spread out on the designated line and level.

PSDE 5.3.3 Application of Gypsum

The stabilising agent shall be applied at the specified application rate to the full width of the layer.

PSDE 5.3.4 Mixing of Gypsum, Watering and Compacting

After the gypsum has been applied to the full width of the layer, it shall be mixed into the full depth of the material that has to be stabilised. Care must be taken to prevent the mixing the gypsum with the underlying compacted layers. The mixing process shall be continued as long as necessary to achieve a uniform mixture.

The moisture content of the mixture shall be determined after the gypsum has been mixed in and water shall be added if necessary, to give the material a moisture content of 2 % above optimum moisture content. The layer shall then be compacted to the specified standard and the loss of moisture due to evaporation shall be supplemented with a light water spray.

Modification shall not be done in wet weather or when the wind speed is high enough to negatively affect the work.

PSDE 8.3.3 Excavation

a) Material unsuitable for embankment Unit: m3

Substitute "in the dam basin" in DE 8.3.3(a) with "or to spoil site".

PSDE 8.3.8 Overhaul

Substitute DE 8.3.8 with the following:

The provisions of D 8.3.6 shall apply mutatis mutandis.

PSDE 8.3.11 Outlet Channel on Bottom Unit: No

The rate shall include the costs of labour and material for shaping the outlet channel on the bottom of the dam, as shown on the drawings.

PSDE 8.3.12 Shaping and Finishing of Surfaces That Have to be Covered by A Watertight Membrane Unit: m2

The rate shall include the costs of labour and material necessary to shape the surfaces to be covered by a watertight membrane, in accordance with the standard set by the manufacturer.

PSDE 8.3.13 Watertight Membrane Unit: m2

The rate shall include the costs of supplying, transport and placing of the material, including the cut, wastage, joint, overlapping and securing of material where applicable. There will be differentiated between the various thicknesses.

PSDE 8.3.14 Fixing Watertight Membrane on Crest Unit: m

The rate shall include the cost of the excavation of the anchor trench on the crest of the embankment, the temporary stockpiling of the excavation material, maintenance of the trench, the placing of the watertight membrane in the trench, backfilling and re-compaction of the trench to the same density as that of the adjacent material, and any additional work required to complete the backfilled trench, as shown on the drawings.

PSDE 8.3.15 Fixing of Watertight Membrane at Inlet, Outlet and Overflow Structures Unit: No

The rate shall include the cost to fix the watertight membrane at the inlet, outlet and overflow structures as specified on the drawings. The rate shall be all inclusive for the extra labour and material needed to fix it as specified.

PSDE 8.3.16 Screen at Raw Water Storage Dam Unit: No

The rate shall cover the cost of the supply and installation of the screen at the raw water storage dam, complete as shown on the drawings.

PSDE 8.3.17 Channels at Embankment Unit: No

The rate shall cover the cost of everything as specified on the drawings and will be measured per number.

PSDE 8.3.18 Geotextile Blanket Unit: m2

The rate shall cover the cost of supplying, transport, off-loading and placing of the material, including the cut, wastage, joint, overlapping and securing of the material where applicable.

PSDE 8.3.19 Modification Agent Unit: Ton

Measurement is based on the quantity as ordered by the Engineer or the actual amount incorporated into the layer, whichever may be the least. The rate shall cover the cost of supplying the modification agent, placing, spreading and mixing thereof, regardless of the application rate, as well as any other additional costs involved in the modification process.

End of PSDE

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SANS 1200 DM – EARTHWORKS (ROAD, SUBGRADE)**PSDM 5.2.2.4 Construction: Methods and Procedures: Cut and Borrow: Temporary Stockpiling of Materials**

Add the following:

“The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum”

PSDM 5.2.3.3 Construction: Methods and Procedures: Treatment of Roadbed

Add the following to subclause (a):

“The roadbed shall be scarified to a depth of 150mm, watered, shaped and compacted to 100% of MOD AASHTO.”

PSDM 7.3.2 Testing: Routine Inspection and Testing

Add the following after the table:

“No density shall be less than the specified minimum density for the relevant layer. The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor.”

PSDM 8.3.13 c) Supply and install Concrete Grass blocks (100x570x380) Unit: m2

Add the following payment items:

The tendered rate shall allow for the procurement, supply, transport to site, installation of concrete grass blocks, supply and installation of A4 bidim under grass blocks and backfilling of grass blocks with in-situ material which has been stabilised with 2% cement per volume of soil. The rate shall also cover trimming, shaping, watering and compaction of surface where grass blocks are to be installed.

PSDM 8.3.17 Shaping and Trimming of Road Reserves Unit: m2

Add the following payment items:

The areas between the top of cuts and the toes of fills and the erf boundaries are to be shaped and trimmed in such a manner as to present visually clean uniform slopes, lines and levels. The unit measurement shall be the square meter of surface shaped, trimmed, levelled and compacted. The tendered rate shall include for all trimming, shaping, watering and compaction to 90% of MOD AASHTO

End of PSDM

SANS 1200 G – CONCRETE (STRUCTURAL)

PS G 3.2.1 Applicable Specifications

Substitute G 3.2.1 with the following:

All cement types shall comply with the requirements of SANS EN 197 1.

For this contract CEM I Portland cement shall be used.

Where Malmesbury hornfels (shale) is used as aggregate in concrete, a blend (by mass) of 50 % CEM I 42,5 or CEM I 42,5R and 50 % milled granulated blast-furnace slag shall be used in the concrete mix.

PS G 3.2.3 Storage of Cement

Add the following to G 3.2.3:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than six (6) weeks. All cement so stored for a longer period than six (6) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

PS G 3.5.2 Air-entraining Agents

Substitute G 3.5.2 with the following:

Air-entraining agents shall not be used in concrete.

PS G 4.5.3 Ties

Add the following to G 4.5.3:

Permanent metal ties shall have a minimum concrete cover of 40 mm after formwork has been removed.

Tie holes shall be filled with an approved expansive cementitious grout similar to "Durabed" of ABE. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PS G 5.1.3 Cover

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall in no case be less than 40 mm.

PS G 5.2.1 Classification of Finishes

Add the following to G 5.2.1:

The following surface conditions are required on the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces more than 100 mm below final ground level.

(b) Smooth

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed arrises (i.e. where the angle between adjacent sides is 110° or less) unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PS G 5.2.5 Removal of formwork

In Table 2 of G 5.2.5.2, substitute "portland cement and portland cement 15" in columns 2, 3 and 4 with "CEM 1 portland cement, delete columns 5, 6 and 7 and substitute "portland blast-furnace cement" in columns 8, 9 and 10 with "CEM III blast-furnace cement or blends of CEM I portland cement with milled granulated blast-furnace slag".

PS G 5.4 Pipes and Conduits

Add the following to G 5.4:

All pipes and specials which must be installed in the floors and walls of structures shall be embedded in the concrete during the casting of such concrete. No holes shall be left for the later installation of pipes and specials, without the written approval of the Engineer.

Where such holes have been approved by the Engineer, the Contractor shall be responsible for the grouting-in of such pipes or specials with an approved expansive cementitious grout as specified in PS G 4.5.3, regardless of whether or not these have been supplied by himself. The Contractor shall provide a smooth, dense and waterproof finish around the pipes or specials.

The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement shall at any point be not less than -

(a) 40 mm, or

(b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.

PS G 5.5.1.5 Durability

Substitute G 5.5.1.5 with the following:

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increase the cement content.

PS G 5.5.1.7 Strength concrete

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

- (a) Mass concrete under floors and foundations 20 MPa/19 mm
- (b) Blinding layers 15 MPa/19 mm
- (c) Encasing of pipes 20 MPa/19 mm
- (d) Strip foundations 20 MPa/19 mm
- (e) Benching and screeds 20 MPa/10 mm
- (f) All reinforced concrete 30 MPa/19 mm

PS G 5.5.7 Construction Joints

Add the following to G 5.5.7.1:

Construction joints shall be limited to the minimum and shall only be made in positions as shown on the drawings or in positions as specifically approved by the Engineer. Construction joints between tank bottoms, floors, or wall bases, and the walls standing on them shall not be made flush with the supporting surface but shall be made in the wall 150 mm above the base. The 150 mm high riser wall shall be cast as an integral part of the bottom, floor or base, i.e. the concrete in the riser shall be deposited simultaneously with the concrete in the bottom, floor or base adjacent to it. Where there is a fillet at the bottom of a wall, the construction joint shall be made 150 mm above the fillet.

A PVC waterstop without centre bulb shall be installed at all construction joints in walls of water-retaining structures. The size of the waterstops shall be 150 mm in walls thinner than 200 mm and 200 mm in walls of 200 mm thickness and more.

PS G 5.5.7.4 Expansion joints

Expansion joints shall be formed in positions and in accordance with details as shown on the drawings. All expansion joints shall be formed with an approved closed cell polyethylene fill material similar to "SPV 120" as supplied by Sondor, with a single part polyurethane sealant similar to Sikaflex – PRO 2HP as supplied by Sika. Rearguard S type PVC waterstops with centre bulbs shall be installed under floors and Hydrofoil PVC waterstops with centre bulbs in walls, as shown on the drawings.

All sealants, fill material and waterstops shall be installed strictly in accordance with the specification of the manufacturers and to the satisfaction of the Engineer. The sealant shall be installed in one operation and jointing to already hardened sealant will not be permitted.

(This clause is applicable to all water containing structures)

PS G 5.5.7.6 Bond breaker under floor

A 500-micrometre polyethylene bond breaker shall be installed between the blinding layer and the floor of the reservoir, as indicated on the drawings.

PS G 5.5.9 Adverse Weather Conditions

Add the following to G 5.5.9.1:

No material having a temperature of below 5 °C shall be used for concrete, and no concrete shall be deposited when the ground or air temperature is below 2 °C. Furthermore, if the air or ground temperature is likely to fall below 2 °C within twelve (12) hours after depositing of concrete, no concreting shall be done without the written consent of the Engineer. If such consent is given the Contractor shall heat the aggregate stockpiles and mixing water and defrost the formwork and reinforcement.

PS G 5.5.10 Concrete Surfaces

Add the following to G 5.5.10.1:

Concrete surfaces under screeds, granolithic floor finishes or benching, and surfaces of strip foundations and footings shall be brought up to a plane, uniform surface with a suitable screed board.

PS G 5.5.10.4 Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from trowel marks. The screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

PS G 5.5.10.5 Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

PS G 5.5.11 Watertight Concrete

Substitute G 5.5.11 with the following:

PS G 5.5.11.1 General

All structures that are designed to retain water or to keep water out, shall be regarded as watertight structures.

PS G 5.5.11.2 Requirements and tests for watertightness of structures

The completed structure shall be watertight, and the quality and finish of the work shall be such that no after-treatment of the work such as plastering or cement wash is necessary to ensure compliance with this requirement.

The works will not be certified complete until the structures enumerated in PS G 5.5.11 has been proved by testing to be watertight.

Upon completion of construction and when so agreed by the Engineer, the structure shall be filled by the gradual admission of water until, the water level reaches the designed maximum level. The water level shall then be carefully noted and recorded by the Engineer in relation to a fixed bench mark, and the structure shall be allowed to remain filled for a period of two (2) weeks or such longer time as may be required to permit complete saturation of the concrete. During this period, readings will be taken by the Engineer and the results so obtained will be available for the information of the Contractor.

At the end of this period more water shall be added, if necessary, to bring the water level back to the designed maximum level and the water shall be left undisturbed for a period of at least four (4) days during which time the level shall again be recorded by the Engineer at regular intervals. The structure shall be considered to be watertight if the drop in water level does not exceed 6 mm in 96 (ninety six) hours in the case of a roofed structure and if no leakage is apparent.

The acceptable drop in level in the case of an unroofed structure shall be such that it allows for normal evaporation during the time of the test.

If appreciable leakage is evident at any stage of the filling or testing or if, in the opinion of the Engineer, the degree of watertightness is unsatisfactory, the Contractor shall, when so ordered by the Engineer, discontinue the test immediately and at his own expense take approved steps to rectify the work. The work of rectification shall be continued assiduously until, on repetition of the test procedure, a satisfactory test result is obtained and the degree of watertightness is acceptable.

The Engineer shall have the right to retest the structure before the expiry of the period of maintenance and the results of these tests will be made available to the Contractor. If these tests indicate to the Engineer that the degree of watertightness is unsatisfactory, the Engineer (before issuing the final certificate) will be entitled to order the Contractor to rectify the work at his own expense in such a manner as will cause least interruption to the running of the works and will ensure that the degree of watertightness of the structure is satisfactory.

Backfilling around structures shall not commence until a satisfactory test result has been obtained.

The watertightness of the dry well of the pump station shall be monitored visually until the end of the defects liability period. If any damp penetration from the outside is noticed, the Contractor shall take immediate remedial steps.

(The above paragraph is applicable where dry wells of pump stations, etc. are below ground level.)

The Engineer shall have the right to retest the structure before the expiry of the period of maintenance, and the results of these tests will be made available to the Contractor. If these tests indicate to the Engineer that the degree of watertightness is unsatisfactory, the Engineer (before issuing the final certificate) will be entitled to order the Contractor to rectify the work at his own expense in such a manner as will cause least interruption of the water supply to consumers and will ensure that the degree of watertightness of the structure is satisfactory.

PS G 5.6 Sterilisation of Structures Holding Potable Water

The structures shall be sterilised before testing, and before retesting, for watertightness.

The walls, floors and soffits of roof slabs shall be hosed down and brushed until clean and free from loose material.

The structures shall then be filled with clean water containing 150 g/m³ of calcium hypochlorite, to a water depth of 150 mm. The walls shall be thoroughly washed down after which all dirty water shall be flushed out.

Staff doing the washing down with the chlorine solution shall wear rubber boots.

PS G 5.9 Joining new Concrete to Existing

Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined line and level, and any loose and fragmented material shall be removed, and projecting steel cleaned and bent as directed by the Engineer. Where partial demolition is not required but extension work only, the contact surface shall be scabbled and cleaned of all dirt and loose particles.

If dowels are required, they shall be installed in holes drilled into the existing structure, in accordance with the details shown on the drawings, and secured by means of an approved type of epoxy bonding compound such as Epidermix 372 or similar.

Fresh concrete shall be bonded to the old concrete with an approved type of epoxy bonding compound, such as Epidermix 344 or similar.

PS G 5.11 Mould for Parshall Flume

A mould of glass reinforced polyester (GRP) shall be used as permanent formwork for the construction of the Parshall flume. The mould shall be manufactured by a firm specialising in such work and approved by the Engineer before manufacture.

All resins used shall be high quality isophaltic polyester resins specially formulated for use in flumes for sewage.

The rate at which resins are applied shall be adjusted for conditions during manufacture, such as temperature and humidity, in order to limit shrinkage.

The dimensions shown on the drawings are internal dimensions and the departure from these dimensions shall nowhere be more than 0,5 %.

The GRP lay-up shall consist of the following:

- a) One gel-coat of resin, pre-mixed at the factory with silvery grey pigment paste, at a rate of not less than 600 g/m² (i.e. the coat that will be in contact with the sewage).
- b) One C-glass tissue layer impregnated with resin at a rate of 1:1, Resin:C-glass.
- c) One layer 300 g/m² chopped strand mat (CSM) impregnated with resin at a minimum rate of 2:1; Resin:CSM.
- d) Five layers of 450 g/m² each of CSM impregnated with resin at a minimum rate of 2:1; Resin:CSM.
- e) One flow-coat at a rate of not less than 600 g/m².

The resin for the mechanical layers and the flow-coat shall be pre-mixed with 3 % silvery grey pigment paste.

For improvement of adhesion to the concrete, sand, as specified for concrete, shall be sprinkled over the flow-coat whilst still wet.

Anchors of 50 mm x 2 mm galvanised hoop iron, with the last 50 mm of both ends split in two halves and bent back 90° in opposite directions, shall be moulded into the mould in positions as detailed on the drawings. The anchors shall enter the concrete by at least 100 mm.

If, after manufacture, cutting of the mould is required to obtain final dimensions, the cut ends shall be treated with a topcoat as specified in paragraph (a).

The struts for the mould, used during manufacture, shall be kept in place until the casting of concrete underneath and on the sides of the flume has been completed, in order to act as support during casting of the concrete.

PS G 8.1.1 Formwork

Delete the following in G 8.1.1.3(c):

"and for different prop heights for beams and slabs".

PS G 8.1.3 Concrete

Add the following to PS G 8.1.3.1(d):

Strip foundations and encasement of pipes shall be cast directly against the sides and bottoms of excavations. No payment shall be made for additional concrete in overbreak.

Delete the full stop at the end of G 8.1.3.3(a) and add the following:

"and special steps necessary before depositing concrete during cold weather, as prescribed in PS G 5.5.9".

PS G 8.2.7 Mould for Parshall Flume Unit: Sum

The rate covers the cost of the supply of all materials, including anchors and temporary struts, labour, equipment, manufacturing, process control, loading, transporting to site, off-loading, installing and of removing temporary struts after installation.

PS G 8.4.4 Unformed Surface Finishes Unit: m2

Add the following to G 8.4.4:

The concrete surface finishes under screeds, granolithic finishes or benching as prescribed in PS G 5.5.10 shall not be measured separately. The rates for the related concrete items shall also cover the cost of these surface finishes.

PS G 8.4.7 Scour Canal in Reservoir Floor Unit: Sum

The rate shall cover the cost of additional material and labour required for forming and finishing the scour canal, as well as the bell mouth, as indicated on the drawings.

PS G 8.4.8 Concrete complete with formwork and/or trowel finish Sum or m3

The rate shall cover the cost of the provision of concrete (made from ordinary Portland cement, unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking-off or levelling as applicable, trowelling and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

PS G 8.5 Joints Unit: m

Add the following to G 8.5:

Only construction joints with PVC waterstops shall be measured separately. The cost of all other construction joints shall be deemed to be included in the rates for the relevant concrete items.

PS G 8.9 Testing Structures for Watertightness Unit: Sum

The rate shall cover the cost of all equipment and labour necessary to test the structure for watertightness as described in PS G 5.5.11.1, including the supply of water and filling such structure.

No additional payment will be made for re-testing the structure for watertightness after the repair of leaks.

PS G 8.10 Sterilisation Unit: Sum

The rate shall cover the cost of all equipment, water, chemicals and labour necessary to sterilise the structure.

No additional payment will be made for re-sterilising the structure before re-testing for watertightness.

PS G 8.14 Join New Concrete to Existing

- a) Partial demolition (describe) Unit: Sum
- b) Scabbling of existing surface Unit: m2
- c) Steel dowels Unit: No

The rate for (a) shall cover the cost of partial demolition as described, and of exposing, cleaning, cutting and bending the existing reinforcement, as well as repairing the concrete surface that is to be retained and disposing of waste material.

End of PSG

SANS 1200 GA – CONCRETE (SMALL WORKS)

PS GA 5.2.1 Classification of Finishes

Add the following to GA 5.2.1:

The following surface conditions are required on the finished concrete:

- a) Rough
Concealed surfaces and surfaces lower than 100 mm below finished ground level.
- b) Smooth

All surface finishes not classified as rough in paragraph a) shall be classified as smooth. All exposed arrises unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PS GA 8.1.2 Reinforcement

Substitute GA 8.1.2 with the following:

Reinforcement shall be measured and paid for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

PS GA 8.2.3 Narrow Widths Unit: m

Substitute GA 8.2.3 with the following:

No payment shall be made for narrow widths.

PS GA 8.3.2 High-tensile Welded Mesh Unit: kg

Substitute GA 8.3.2 with the following:

Welded mesh shall be measured and paid for by mass.

PS GA 8.4.1 Prescribed Mix Concrete Unit: m³

Add the following to GA 8.4.1:

The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.

PS GA 8.9 Weep-Holes Unit: No

The rate for installation of weep-holes as shown on the drawings shall include all material, plant and labour.

PS GA 8.10 Handrails Unit: m

The rate shall cover the cost for supplying of all material, plant and labour for the installation of the handrails as shown on the drawings.

PS GA 8.11 Pre-Cast Concrete Beams Unit: No

The rate shall cover the cost for the supply, delivery and installation of grade 25 MPa/19 mm concrete beams complete with reinforcement, formwork concrete and finishing as shown on the drawings.

End of PSGA

SANS 1200 HA – STRUCTURAL STEELWORK (SUNDRY ITEMS)

PS HA 5.2.6 Handrails

Substitute the first sentence of HA 5.2.6 with the following:

Handrails shall be of the tube and sphere type and shall be manufactured by an approved firm specialising in such works.

Handrails shall be 900 mm high and shall consist of a handrail and a knee-rail, both manufactured of steel tubing of nominal thickness 2,6 mm and of nominal outside diameter of at least 34 mm.

Stanchions shall be manufactured preformed in one piece and shall be of steel tubing of nominal thickness of 2,6 mm and of nominal outside diameter of at least 42 mm. The bases of the stanchions shall be manufactured of 150 mm x 75 mm x 12,5 mm flat bars and shall be preformed to suit the situation in which they are to be installed (i.e. for platform- or side-mounting, and for horizontal- or sloped-mounting on concrete or steel), and the stanchion spheres shall be preformed to suit right angled or other angled intersections), all as shown on the drawings.

Stanchions shall be spaced at intervals not exceeding 1,5 m and shall be fixed with two M16 galvanised bolts, washers and nuts each. All joints shall be welded.

Handrails shall be hot-dip galvanised after manufacture.

PS HA 5.2.11 Ladders

Add the following to HA 5.2.11:

Ladders shall be hot-dipped galvanised after manufacturing.

PS HA 5.2.12 Prefabricated Open Grid Floors

Substitute the second sentence of HA 5.2.8.1 with the following:

This shall be similar to the "U"-grid type grid floors manufactured by Armco Superlite and hot-dipped galvanised.

PS HA 5.2.13 Floor plate Floors

Substitute HA 5.2.13 with the following:

Floor plate floors shall consist of 8 mm thick raised pattern plates as shown on the drawings. Floor plate floors shall be hot-dipped galvanised after manufacturing.

PS HA 8.3.6 Corrosion Protection

Substitute HA 8.3.6 with the following:

Corrosion protection shall not be measured separately. The cost thereof shall be included in the rate for the related item.

PS HA 8.3.7 Stantions Unit : No

The rates shall cover the cost for the supply of all material, manufacturing, galvanising, handle, deliver to site, offloading, erection and grouting. The rate shall also cover the cost for all bolts and nuts, washers, cutting to size, etc.

PS HA 8.3.8 Steel Basket Unit : No

The rate shall cover the cost of manufacturing, supply of all materials (stainless steel) delivery on site and installation. The rate shall cover the cost of all bolts and nuts, washers, cutting to size, etc.

End of PSHA



SANS 1200 L - MEDIUM PRESSURE PIPELINES

PS L.3.7.1 Materials: Other Types of Pipe: uPVC pipes

Replace the clause with the following:

"All uPVC pipes and fittings shall be fitted with spigot and socket rubber ring joints and shall comply with the relevant requirements of SANS 966, of the class and size as specified on drawings and schedule.

Bends shall be socketed uPVC, class 16. Standard specials such as tees, flange adaptors, reducers, etc shall be fabricated from cast iron and shall be rated at not less than the pressure rating of the pipeline."

PS L 3.8.4 Loose Flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

Bolts and nuts shall comply with the requirements of SABS 135.

PS L.3.9.1 Materials: Corrosion Protection: CI Pipes

Replace the clause with the following:

"All internal cast iron surfaces valves and specials shall be thoroughly cleaned by grit blasting to SA 2,5 finish in compliance with the requirements of SIS 05 09 00 before applying Copon EP 2300 epoxy paint, applied in three coats to give a dry film thickness of not less than 250 microns. All external cast iron surfaces valves and specials shall be cleaned and coated in accordance with B4772. After it has set, coating shall be such that it will not flow when heated to temperature of 75oC."

PS L.3.9.5 Materials: Corrosion Protection: Joints, Bolts, Nuts and Washers

Replace the clause with the following:

"All bolts, nuts and washers shall be stainless steel."

PS L 3.10.1 Gate Valves

All gate valves shall comply with the requirements of SABS 664 and shall be suitable for a working pressure of 1,6 MPa. All gate valves must be supplied with a square spindle nut, suitable to be used with a valve key.

Gate valves shall have spigot ends unless shown differently on the drawings and shall open clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Compression shut-off valves with rubber protected gate and smooth finish without recess inside, may be used.

All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3. Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

PS L 3.10.2 Butterfly Valves

Butterfly valves shall be of the wafer pattern to be installed between two flanges in the water main with either short collar repair couplings or Viking Johnson couplings.

The valves shall be fitted with a gearbox with a stainless steel shaft. The body shall be clad with rubber.

Valves shall be similar to the "Compact" type with a working pressure of 1,6 MPa. Pipes shall not be tested against closed butterfly valves.

PS L 3.10.3 Fire Hydrants

Fire hydrants shall be of the screw-down underground type and shall be suitable for a working pressure of 1,6 MPa with a 65 mm inlet. The outlet shall be 63 mm dia gun-metal with London Vee screw thread with cap top and chain. It shall open clockwise with a square spindle nut of the same size that is specified for the gate valves.

The fire hydrant shall be bolted to the flanged branch of a cast iron hydrant tee.

PS L 3.10.4 Air Valves

Air valves for potable water shall be suitable for a working pressure of 1,6 MPa. All air valves shall be double action air valves of Vent-o-mat series RB. On a 500 mm dia or smaller main a 50 mm air valve shall be fitted and a 80 mm air valve on diameters larger than 500 mm.

The branch of the tee on the main pipe shall be minimum $0,67 (2/3)$ of the diameter of the main pipe.

All air valve installations shall be supplied with an isolating valve and distance piece between the air valve and the branch of the tee, and other fittings shown on the drawings.

Double-acting air valves shall have large as well as small orifices. The large orifice shall have a rubber bed, and the small orifice a brass bed on which the balls can shut. Double-acting air valves shall be flanged and supplied with flanged isolating valves. Air valves shall be designed to remain open until all the air has escaped and shall not close due to the speed of the escaping air.

T-pieces for air valves shall be as follows:

Main pipe	Branch
mm dia	mm dia
250	200
300	200
350	250
400	300

450	300
500	350
600	400
700	500
800	600
900	600
1 000	700

Air valves for sewers shall be RSC figure valves of stainless steel as supplied by Premier Valves. These valves shall be flanged and supplied with a separate flanged gate valve.

PS L 3.10.5 Scour valves

Scour valves shall be suitable for a working pressure of 1,6 MPa.

Scour valves shall consist of a flanged gate valve of 100 mm dia coupled horizontally to a flanged cast iron scour valve tee. The outlet pipe shall be a 100 mm nominal diameter galvanised steel pipe with 4 mm wall thickness. The outlet shall discharge above ground level in the direction of the fall of the natural ground surface, perpendicular to the main pipe. The outlet end of the pipe shall be cut diagonally and supplied with a cover that is hinged and that will remain closed unless it is forced open by the water. The hinge shall be non-removable.

Scour valves on 75 mm dia pipes shall be the same as above except that a 75 x 75 mm dia fire hydrant tee shall be used and that the gate valve and outlet pipe shall both be 75 mm diameter.

PS L 3.10.6 Non-Return Valves

Non-return valves shall be of the flanged, single door swing type check valve, rated at 16 Bar minimum or to suit pump shut off head. All valves shall be equipped with a lever and counter weight.

PS L 3.10.7 Bulk Water Meter

New bulk water meters shall be installed as shown on the drawings.

Functional Requirement Of Bulk Water Meters

DESCRIPTION	METER 1	METER 2	METER 3
1. Detail op pipeline	250 FC Class 30	300 FC Class D	250 FC Class D

2. End connections Flanged,

SABS 1123

class 1600/3 Flanged,

SABS 1123

class 1600/3 Flanged,

SABS 1123

class 1600/3

3. Maximum working

pressure 130 m 20 m 20 m

4. Maximum flow rate 75 /s 65 /s 45 /s

Technical requirements for the meters

The bulk water meters shall be of the free-flow type manufactured from corrosion resistant material in a cast iron casing. A distance of 10 times the diameter of the pipe before and 5 times the diameter after the water meter must be kept free of any obstructions such as bends, valves, reducers, etc.

The flow reading shall be given on a dial face and totalising shall occur by means of a roller counter and shall be accurate within $\pm 2\%$.

The meter shall be manufactured in such a way that all moving parts can be removed and replaced from the top without removing the whole meter. Replacement parts should be freely available. Each water meter installation shall be supplied with a gate valve on the upstream side of the water meter at a distance of 10 times the diameter of the pipe. This gate valve shall be provided for under the relevant item in the schedule of quantities.

The meter shall have a connection point to send flow data by signal to a computer, similar to that of a Meinecke meter.

Installation of meter

The meter shall be installed by a person approved by the supplier in order to validate the guarantee.

All accessories for the complete installation shall be supplied by the Contractor.

All metal work shall be painted according to specifications after the testing and completion of the installation.

PS L 3.10.7.1 Specifications for electrical powered Mag Flow meter:

Supply and Commissioning of DN50 -DN250 Mag Flow Meter.

- 220v AC Supply (optional standby power)
- Readout unit must be remote (6m) and must be able to show flow rate & totalizer readings
- Current output: 4 - 20 mA output signal for flow rate
- Pulse / Frequency output: active / passive output for flow totalizer
- Pulse / Frequency output: output for alarm conditions
- Forward, reverse and total flow counters
- Low flow cut off function
- Empty pipe detection function
- Polyurethane coating or similar for potable water conditions as per SANS 241 (Water quality will be provided on request)
- Unit must comply to at least IP 67 or higher.
- Accuracy of 0,5% or better is required (A certified Calibration certificate is required)
- Modbus RTU communication module
- Full specifications of meters must be included

PS L 3.10.7.2 Specifications if battery powered Mag Flow is required:

Supply of DN50-DN250 Battery Mag Flow Meter.

- Internal battery pack,
- Readout unit must show flow rate & totalize readings
- Current output: 4 - 20 mA output signal for flow rate
- Pulse / Frequency output: active / passive output for flow totalizer

- Forward, reverse and total flow counters
- Low flow cut off function
- Empty pipe detection function
- Polyurethane coating or similar for potable water conditions as per SANS 241 (Water quality will be provided on request)
- Unit must comply to full IP 67 rating
- Accuracy of 0,5% or better is required (A certified Calibration certificate is required)
- Modbus communications can be advantageous.
- Full specifications of meters must be included

Technical Requirements for The Meters

The bulk water meters shall be of the free-flow type manufactured from corrosion resistant material in a cast-iron casing. A distance of 5 times the diameter of the pipe before and 3 times the diameter after the water meter must be kept free of any obstructions such as bends, valves, reducers, etc.

The meter shall be manufactured in such a way that all moving parts can be removed and replaced from the top without removing the whole meter. Replacement parts should be freely available. Each water meter installation shall be supplied with a gate valve on the upstream side of the water meter at a distance of 5 times the diameter of the pipe. This gate valve shall be provided for under the relevant item in the schedule of quantities.

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See below for typical flow meter sizes to be used. The product use in the table below is Siemens Mag Flow meters, but similar flow meter may also be used upon Engineer's approval.

DESCRIPTION METER 1

DETAIL OF METER 200mm DIAM.

HOUSING OF FLANGES Carbon steel ASTM A 105, with corrosion-resistant epoxy coating

OPERATING PRESURE Max. 16 bar

ACCURACY 0.2 % $\pm$ 2.5 mm/s

WORK FLOW RATE 40l/s

PS L 3.10.8 Control Valves

The casing of the control valves shall be manufactured from close-grained cast iron and the flanges shall be drilled according to SABS 1123 Table 1600/3.

The valves shall be of the diaphragm single bed ball-type controlled hydraulically by a pilot valve. The main valves shall be fixed on three sides with single removable bronze beds and synthetic rubber disks with a rectangular cross-section, with disk clamps. No packing material will be allowed and repairs must be done without removing the valve from the pipeline.

The design must be such that no water can come from the main valve into the pilot valve system. Bermad type 700 with a V-port throttling plug, or a similar product, must be used. If the pressure in the main pipe is not sufficient to control the valve, a connection shall be made with the pump line.

PS L 3.10.9 Pipework and Fittings

All pipework, fittings and specials above ground shall be priced for supply and delivery as indicated on the plans.

Piping shall be manufactured from Hot Dipped Galvanised Steel. Flange drilling shall comply with SANS 1123 Table 1600/3, rated to a minimum of 16 bar or higher.

Piping shall be designed to facilitate dismantling, inspection and future maintenance of ancillary equipment and valves installed. This shall include Viking Johnson type flanged adaptors and restraining flanges with tie rods as required.

All connecting pipework shall include a gasket/packing which shall be of the full-face type or better and shall be a minimum of 3mm thick when uncompressed.

Piping shall be Hot Dipped Galvanised after manufacture in accordance with industry norms.

Piping joints underground (Covered in Soil) shall be wrapped on a Denso type tape and paste and allowed to set adequately before backfilling.

Note: Any expected water forces and/or thrusts at bends or connection points must be taken into consideration and mitigated by means of pipe braces/supports and/or sufficient mass concrete.

PS L 3.11.4 Step Irons

Substitute L 3.11.4 with the following:

Step irons shall consist of polypropylene coated 12 mm high tensile steel such as Calcamite or similar. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PS L 3.11.6 Surface Boxes

Add the following to L 3.11.6:

The type of cast iron boxes shall be as specified on the drawings.

PS L 4.3 Testing

Add the following to L 4.3

The Contractor must ensure that the test equipment is in good order and that it is calibrated.

PS L 5.1.1 General

Add the following to L 5.1.1:

Where asbestos cement pipes are built into structures as indicated on the drawings, the length of pipe that is built in, must not exceed 600 mm.

In order to facilitate for movement between structures, a length of asbestos cement pipe of a minimum of 600 mm must be connected to the section that is built into the structure or to the pipe, as indicated on the drawings.

PSL 5.1.4 Laying: Depths and Cover

Add the following after the first sentence:

"Unless otherwise shown on the drawings, All pipes smaller and equal to 110mm diameter shall be laid to provide a minimum cover of 1,0m from finished ground or roadway level within road reserve and 0,8m elsewhere. Pipes larger than 110mm diameter shall be laid to provide a minimum cover of 1,2m."

PS L 5.1.4.2 Deflection

Substitute "1,5° per joint in the case of AC pipes" in L 5.1.4.2 with "3° per joint in the case of AC pipes with AC couplings and 4° in the case of AC pipes with cast iron short collar repair couplings".

PS L 5.6.1 Construction: Valve and Hydrant Chambers: General

Replace the clause with the following:

"All chambers and surfaces boxes shall be constructed in accordance with the details shown on the drawings."

The drawings of valve and hydrant chambers which are bound into the document shall super-sede the corresponding drawings in the standard specification.

PS L 5.9 Lifting and Relaying of Existing Pipes

Add the following to L 5.9:

Existing water pipes at certain points shall be lifted and relayed deeper in the same position. The Contractor must make timeous arrangements with the local authority.

PS L 5.11 Stand Pipes

Stand pipes shall comprise a CI saddle, of size suitable for the water main, drilled and tapped 28 mm; length of 28 mm copper pipe ending 750 mm above ground level; 25 mm brass hose bip-tap; all bends, fasteners and other fittings necessary; standpipe fixed to wall of building or fixed to and including 100 mm diameter wooden pole 1 400 mm long firmly installed in the ground.

PS L 7.3.1 Testing: Standard Hydraulic Pipe Test: Test Pressure and Time of Test

Add the following to CI 7.3.1.1:

"Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing."

Substitute CI 7.3.1.2 with the following:

"The test pressure for field testing shall be 1,5 times the rated maximum working pressure of the pipe."

Substitute CL 7.3.1.3 with the following:

"The test pressure applied according to CI 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipeline will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe."

PS L 8.2.3 Extra-over 8.2.1 For The Supplying, Fixing And Bedding Of Valves Unit : No

Add the following to L 8.2.3:

Valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings, isolating valves (e.g. under air valves), complete as shown on the drawings. Flanged distance pieces shall be included in the rate for fire hydrants.

PS L 8.3 Water Meters Unit : No

The rate for water meters shall cover the cost of the supply of a flanged water meter, with the necessary couplings to be connected to the appropriate pipes, the installation, testing and putting into operation of the complete meter.

PS L 8.4 CONTROL VALVES Unit : No

The rate for control valves shall cover the cost of the provision of a flanged control valve with a flanged gate valve of the same diameter, with the required fittings, couplings, piping, etc. to be connected to the appropriate pipes, as well as for the pilot valve, copper pipe, etc. and for the complete installation, testing and putting into operation of the valve.

PS L 8.2.8 Recover Old Pipe Line Unit : m

Add the following to L 8.2.8:

The tendered rate for the lifting and relaying of pipelines at a deeper position in the same trench shall be all inclusive to expose the existing pipeline which lies at a depth of up to 1,5 m, to disconnect it, remove it, deepen the trench to 2 m, prepare the bedding and relay the pipes, and backfill and compact the trenches. The rate shall also cover the cost of timeous liaison with the authority concerned and homeowners, and the programming for the disconnection of that service at a time arrange with the authority so that the minimum disruption occurs.

There will be distinguished between the various pipe diameters, and all the requirements of L 8.2.8 and L 8.2.9 are applicable as well.

PS L 8.2.10 Temporary Valves, Etc. Unit : Sum or No

Substitute L 8.2.10 with the following:

Temporary valves, end caps or blank flanges testing shall be included in the rate for the laying of pipes except where separate items are included in the schedule of quantities.

PS L 8.2.11 Anchor/Thrust Blocks and Pedestals Unit: m³

Under item (b) delete the following item:

Reinforcement Unit: t

Replace the first sentence under "Reinforcement" with the following:

"Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all reinforcement for the required dimensions"

PS L 8.2.13 Valve And Hydrant Chambers, Etc Unit : No

Add the following to L 8.2.13:

The rate for scour-valve chambers must also cover the cost of the supply and installation of the scour outlet as described in PS L 3.10.4 and indicated on the drawings.

PS L 8.2.14 Manholes Unit : No

Add the following to L 8.2.14:

Overflow boxes and pipe outlets shall, as in the case of manholes, be measured and paid for per number and shall be all inclusive as shown on the drawings.

PS L 8.2.16 Cut Into And Connect To Existing Mains Unit : No

The cutting into existing mains shall be measured by the number of each type and diameter of pipe cut into.

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

PS L 8.2.17 Stand Pipes Unit : No

Separate items will be scheduled for each diameter and type of water main.

The tendered unit rate shall cover the cost of the all material described in PS L 5.11, and of the plant and labour necessary for the complete construction of a stand pipe.

PS L 8.2.18 Extra-over L 8.2.1 For Laying Of Control Cable Unit : m

The control cable shall be supplied by the electrical contractor and it must be laid in the pipe trench under this contract according to the specifications of the electrical contractor. The tendered rate shall cover the cost of receiving, storing, handling, laying, bedding, making of joints, etc. and shall provide for all delays that may be caused by this.

End of PSL



SANS 1200 SECTION LB: BEDDING (PIPES)

PS LB 1.1 SCOPE

Add, after the first sentence, the following:

“This specification also covers the bedding required for electric cables and cable ducts.”

PS LB 3.1 Selected Granular Material (SANS 1200LB CI3.1)

Replace the clause with the following:

“Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

The Contractor shall, at least 14 days before commencing bedding operations, submit a sample of the material he intends to use as selected granular material to the Engineer for approval.

Where selected granular material from excavations on site the Contractor shall ensure it conforms to the above requirements.

In very wet conditions and if so ordered by the Engineer, a non-plastic crushed material with the specification as stated below should be used for bedding cradle.

a) Grading

Sieve size (mm) % Passing

19,0	100	
13,2	84	-100
9,5	70	- 84
4,75	45	- 65
2,36	29	- 47
1,18	19	- 33
0,60	13	- 25
0,30	10	- 18
0,15	6 - 13	

0,075 4 - 10

b) Crusher value

The aggregate crushing value, calculated at minus 13,2 mm plus 0,5 mm fraction, may not exceed 29.

PS LB 3.2 Selected Fill Material

Replace the clause with the following:

"Selected fill material will comply with the provisions of SANS 1200LB CI 3.1 as amended"

PS LB 3.3 Bedding

Replace the first sentence with the following:

"For rigid pipes, Class B bedding will be used throughout."

PS LB 5.1.4 Compaction (SANS 1200LB CI 5.1.4)

Replace "...90% MAMDD" with "93% MAMDD (100% for sand)".

PS LB 8.1.1 Supply Of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

Except for electric cables payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.3 Volume of Bedding Materials

Add the following:

"The volume of bedding material shall be measured net and shall exclude the volume occupied by the pipe."

PS LB 8.1.4 Separate Items for Cradle and Blanket

Replace the clause with the following:

"No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle."

PS LB 8.1.5 Disposal of Displaced Material

Add the following:

“All surplus and unsuitable material as described in CI 8.1.5 shall be disposed of as described in SANS 1200D CI 5.2.2.3.”

PS LB 8.2.2.3 From commercial sources

Add the following to LB 8.2.2.3:

- c) Bedding for wet conditions Unit : m3

The requirements of PS LB 3.1 for bedding in wet conditions must be noted. Payment will only be applicable if ordered by the Engineer.

PS LB 8.2.2.4 From stockpile (provisional)

- a) Selected granular material Unit : m3
b) Selected fill material Unit : m3

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within a free-haul distance of 0,5 km.

End of PSLB

SANS 1200 SECTION LC: CABLE DUCTS

PSLC 3.1 Materials: Ducts

Add the following:

“Class 6 uPVC pipes (dia 110 mm or 160 mm) shall be used as ducts for electric and telecommunication cables under streets.”

PSLC 3.2 Bedding

Substitute LC 3.2 with the following:

“The provisions of SANS 1200 LB: Bedding (Pipes) and the relevant project specifications shall apply mutatis mutandis. Payment shall be made under the appropriate payment clauses of SANS 1200 LB or related project specifications.”

PSLC 3.3 Backfill

Substitute CI 3.3 with the following:

“The provisions of SANS 1200 DB: Earthworks (Pipe Trenches) and the relevant project specification shall apply mutatis mutandis. Payment shall be made under the appropriate payment clauses of SANS 1200 DB or related project specifications.”

PSLC 3.4 Cable Duct Markers

Add the following to CI 3.4:

‘Cable duct markers shall be provided as specified in PSLC 5.8’.

PSLC 5.1.1 Construction: Excavation of Trenches: Trench Widths and Depths

Add the following:

“5.1.1.5 Trench widths shall be in accordance with the provisions of SANS 1200 DB: Earthworks (Pipe Trenches). The minimum depth of cover over ducts shall be 800mm from the final road level. The minimum depth of cover over ducts shall be 600 mm where construction traffic is liable to cross them. Road crossings shall therefore be constructed after the construction of the roadworks has reached the stage where the required cover is available.”

PSLC 5.2 Construction: Bedding and Compaction of Bedding

Replace CI 5.2.1 and CI 5.2.2 with the following:

“All ducts shall be laid in flexible pipe bedding according to the provisions of SANS 1200 LB: Bedding (Pipes). Backfilling shall be according to the provisions of SANS 1200 DB: Earthworks (Pipe Trenches).”

PSLC 5.8 Construction: Road Crossings

Substitute “0,5 m” in the last sentence of CI 5.8 with “1,0 m” and add the following:

“Ducts for road crossings shall be sealed by means of end caps.”

PSLC 5.10 Construction: Position to be Marked

Replace the subclause with the following:

The positions of ducts shall be marked by means of incisions on top of the kerb. The mark shall be 5mm thick with 75mm high lettering. The recess shall be painted with poly acrylic roof paint. Precast recessed kerbs are preferred. Identification marks to be as follows:

The draw wire, as specified in CI 5.3.3, shall be secured to a 150 x 150 x 150 mm grade 20 MPa/19 mm concrete marker, which shall be installed with a depth of cover of 50-100 mm below the final level. The Contractor shall keep accurate records of the exact position of each duct.

PSLC 7.2 Testing: Compaction Testing

Substitute the subclause with the following:

"The Contractor shall, for at least one out of every five road crossings, submit density tests to the Engineer at his own expense. The decision as to which road crossing densities shall be tested, rests with the Engineer. The Contractor shall, if such densities fail to meet the minimum requirements, prove at his expense that all the other densities do comply with the specified minimum requirements."

PSLC 8.2.5 Measurement and Payment: Scheduled Items: Supply, Lay and Prove Duct Unit: m

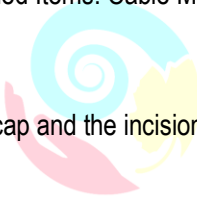
Substitute "GPO" in CI 8.2.5(a) with "Telkom".

PSLC 8.2.8 Measurement and Payment: Scheduled Items: Cable Markers Unit: No

Add the following:

"The rate shall also cover the cost of the end cap and the incisions, concrete marker and draw wire, as specified in PSLC 5.10. Cable markers as per applicable drawing"

End of PSLC



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SANS 1200 SECTION LD: SEWER

PS LD 3.1.5 uPVC Pipes

Replace with the following:

"Sewer pipes and fittings shall be Heavy Duty (Class 34) uPVC pipes. No alternative pipe types will be considered."

PS LD 3.5.2 Precast Concrete Sections

Add the following to LD 3.5.2:

"Precast concrete sections with an inside diameter of at least 1 000 mm shall be used for manholes with sewer lines smaller or equal to 200 mm diameter. Sectional spun concrete cylinders shall have been manufactured from dolomitic aggregate."

For all manholes the invert level of the outlet shall be 30 mm lower than the lowest inlet invert level. The joint between the manhole and the concrete roof slab shall be sealed effectively with a sealant, to the prescriptions of the manufacturers and approval of the Engineer, to prevent the infiltration of subsurface water or stormwater. Lifting holes shall be sealed off effectively, with an epoxy, after installation and before backfilling. The soffits of all inlet pipes in a manhole shall be on the same level. If the outlet pipe is bigger than all the inlet pipes, it shall have the same soffit level as the inlet pipes. All manholes complete with bottom, shall be able to accommodate a water pressure of the full manhole depth, as specified on the drawings, with an additional 50 % safety factor.”

PS LD 3.5.7 Step Irons

Replace the subclause with the following:

“Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar. The installation of the step irons shall be in accordance with the specification of the manufacturer.”

PS LD 3.5.8 Manhole Covers and Frames

Add the following to the subclause:

“All manhole covers and frames shall be in accordance with the details on drawings.”

PS LD 3.6 **Marker Posts**

Add the following:

“The positions of erf connections shall be marked by means of incisions on the face of the kerb. The mark shall be 5mm thick with 75mm high lettering. The marking shall be painted with red acrylic paint. Position of markers shall be in accordance with the details on drawings.”

PS LD 5.4 **CONNECTIONS TO MANHOLES**

Add the following to LD 5.4:

If the gradient of a pipe is more than 1:10, a vertical bend shall be used to connect up to the manhole. The Contractor shall take care that no low point is formed in the pipe as a result of the bend. If a pipe lies at a gradient of 1:10 (5,71°), a 11,25° bend cannot be used since a bend with an angle larger than the grade of the pipe will result in a low point. It is the responsibility of the Contractor to shorten the bend in order to create the required angle.

For pipes with a gradient of up to 1:10, the angle can be taken up by a joint in the manhole and if required, also by the joint between the short-length and first full pipe.

PS LD 5.6.1 General

Substitute LD 5.6.1(a) with the following:

“Manholes shall be of precast concrete sections and shall be constructed as shown on drawings.

1. Final cover levels of manholes in streets and paved areas shall be to the same level as the street or paved area.
2. On side walks, lawns and garden areas the cover level shall be 20 mm above the final ground level.
3. In midblock sewers it shall be 50 mm above ground level.
4. Outside the road reserve or erf boundaries, it shall be 100 mm above natural ground level.

If a manhole is positioned at a low point or in a hollow where stormwater infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer.”

PS LD 5.6.2 Benching

Add the following to LD 5.6.2.3:

Benching for all manholes.

PS LD 5.6.3 Step Irons

Add the following to LD 5.6.3:

Step irons shall only be installed in manholes deeper than 1,2 m.

In the case of sand traps the lowest step iron will be installed 300 mm above the floor of the manhole. An additional step iron shall be installed on the opposite side of the sand trap at the same level as the lowest step iron, as shown on the drawings.

PS LD 5.6.4 Brick Manholes

Add the following to LD 5.6.4.3:

Walls of brick manholes, as well as the extension of AC manholes above the concrete roof slab, shall be plastered internally as shown on drawing LD-3. External plaster work shall extend to at least 150 mm below ground level. Manholes shall not be extended above the concrete roof slab by more than 300 mm with brickwork.

If manhole covers are raised with bricks, a half-brick recess, as a foothold, shall be left directly above the concrete slab above the step irons.

PS LD 5.9.1 Location and Details

Add the following to CI 5.9.1:

“Erf connections shall be installed on the exact positions as indicated on the drawings. All connecting sewers shall be laid at a gradient of 1:60, except where otherwise ordered by the Engineer. Erf connections for foul sewers shall be in accordance with the relevant construction drawings.”

PS LD 7.1.5 General

Add the following:

“All tests shall be repeated after the completion of backfilling of pipe trenches.”

PS LD 7.1.6 General (SANS 1200: LD CI 7.1.6)

Add the following:

“d) A water test will be conducted on all sewer lines after installation.”

PS LD 8.2.3 Manholes

Add the following:

“Manholes shall be measured complete as indicated on the drawings and the rate shall be all inclusive for benching, step irons, cover and frame, and it shall make provision for all additional excavation and backfilling.

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Manholes deeper than 1,5 m shall be provided with an additional concrete base, if specified by the Engineer. All costs involved in additional excavation, backfilling, material and labour shall be included in the rate for the additional base.

The depth of manholes as mentioned in the schedule of quantities, shall be measured from the final cover level to the outlet invert level (flow level).

PS LD 8.2.4 Extra-Over Item 8.2.3 for Backdrops, ect.

Add the following:

The tenderer rate shall include full compensation for construction of a backdrop as per detail drawing.

PS LD 8.2.6 Erf Connections Unit: No

Substitute LD 8.2.6 with the following:

The rate shall be all inclusive and shall cover the cost of excavation, backfilling, bedding, pipes, and fittings. An extra-over item for variation in pipe lengths is provided for connections, shorter or longer than specified and shall include the necessary excavation, bedding, backfilling, all material, etc. and will be also be measured under depth increments in the schedule of quantities.

The depth increment for the extra pipe lengths shall be determined by the depth of the end caps. If the deviations are negative, payment shall be reduced accordingly.

The rate for new erf connections on existing sewers shall also cover the cost of additional excavation and backfilling around the mains, cutting of pipes, handling of sewage flow, etc.

Imported material for bedding, fill blanket and main fill shall be measured and paid for under the relevant items for mains.

PS LD 8.2.8 Anchor Blocks Unit: m3

Add the following to LD 8.2.8:

Payment for anchor blocks shall be made for pipes with gradients steeper than 1:10 and shall be measured in m3.

PS LD 8.2.11 Connection to Existing Sewer at....

Add the following:

"Separate items will be scheduled for each diameter of connecting pipe.

The tendered rate shall include full compensation for constructing erf connections to existing sewer lines and will include any additional channelling and benching associated with the connection, cutting the pipe to suit the connection, supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the sewer and making the connection. Where a direct connection is made to an existing pipe, the rate covers all labour involved in opening the existing pipe, the removal of the existing end cap and disconnection at the pipe."

End of PSLD

PS LE 3.1(d) Materials: Culvert Units and Pipes: Skewed Ends

Replace the subclause with the following:

“Where pipe culverts are to be constructed with a skew angle of more than 20°, the skew ends shall be cut on site.”

PS LE 5.2.2 Construction: Bedding and Laying: Pipe Culverts

Add the following:

“All pipes shall be laid on Class B bedding, as specified in SANS 1200 LB. Spigot and socket pipes with rubber ring joints must be used exclusively”

PS LE 8.2.8 Supply and Install Manholes, Catchpits

Substitute LE 8.2.8 with the following:

“The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to manholes, catchpits, etc. and of building pipes into the walls of such structures, but not for the cutting of skewed ends.”

Add the following to LE 8.2.8

d) Headwalls:

“The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to the headwall, building pipes into the walls of such structures and for the cutting of skewed ends.”

PS LE 8.2 Measurement and Payment: Scheduled Items

Add the following payment items:

PS LE 8.2.14 Excavation for subsoil drains..... m³

The unit of measurement shall be cubic meter of material excavated for subsoil drains. Measurement shall be made to the neat dimensions as shown on the relevant drawings. The rate tendered shall include full compensation for setting out, excavation, shoring (if applicable), dealing with groundwater and preparation of the trench for installation of the subsoil drain.

PS LE 8.2.15 Supply and Install Subsurface Drains According To Drawings..... m

The length shall be measured on the centre line of the completed subsurface drain. The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for backfilling with suitable granular material, compaction, cutting, wasting, overlapping and installing of the materials where applicable.

PS LE 8.2.16 Connecting Subsurface Drains to Manholes, Kerb Inlets, Etc..... No

The unit is the number of subsurface drain pipes built in at manholes or kerb inlets. The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

PS LE 8.2.17 Construct detention pond outlet structure as per detail..... No

The rate tendered shall include full compensation for all works associated with constructing the stormwater outlet for the detention pond as shown on the relevant detail. The tendered rate shall include all formwork and concrete, pipe work, excavation, temporary works and all backfill associated with the construction of the outlet. Provision should also be made in this item for approximately 0.25 tons of reinforcing steel per outlet structure.

End of PSLE

SANS 1200 SECTION LF: ERF CONNECTIONS (WATER)

PSLF 1.1 Scope

Substitute LF 1.1 with the following:

“This specification covers the construction of connections from a watermain to extent as indicated on drawings. It includes excavation, backfill, supply, pipework, fittings and the making of connections.”

PSLF 3.1.4 Materials: Pipes, Fittings and Couplings: Polyethylene Pipes

Add the following:

“All polyethylene pipes shall conform to SANS 4427 and have a nominal pressure rating of 16. The diameters of the pipes are as shown on the drawings (typical specification is PE 100 PN 16).”

PSLF 3.4 Materials: Bedding

Replace the subclause with the following:

“The bedding shall be specified as per PSLB 3.1 and PSLB 3.3 supra.”

PSLF 3.6 Materials: Markings and Marker Posts

Replace the subclause with the following:

“The positions of erf connections shall be marked by means of incisions on the face of the kerb. The mark shall be 5mm thick with 75mm high lettering. The marking shall be painted with blue acrylic paint. Position of markers shall be in accordance with the details on drawings.”

PSLF 5.2.2 Construction: Laying from Main to Erf: Pipe Laying

Add the following:

“Erf connection pipes shall be laid to a depth so that the top of the pipe is not less than 450 mm nor more than 600 mm below the final road surface or sidewalk level, with the provision that where construction traffic is liable to cross the connections the pipes shall have a cover of at least 450 mm.

Erf connections shall be bedded as for flexible pipes except that the selected fill blanket will not be required. The bedding thickness above and below the pipe shall be 100 mm. Where the erf connections cross areas subject to traffic loads the trench shall be backfilled in accordance with the requirements of PSDB 3.6.1 and PSDB 5.9.4

PSLF 5.2.3.1 Construction: Laying from Main to Erf: Service Connections: General

Add the following:

“The working pressure in the mains for determining the test pressure at which tests for erf connections shall be done will be as specified in PSL 7.3.1.”

PSLF 8.2.1 Measurement and Payment: Scheduled Items: Provide erf connections complete

Add the following after the last sentence:

“The rate will exclude the supply and installation of water meters. The rate shall be deemed to include all works as described in PSDB 5.7.2 (Compaction in Road Reserve) and shall cover all excavation in all materials irrespective of whether this is conducted using machinery or by hand (as described in PSDB 3.1).”

“Where water erf connections off existing pipes are specified, the rate also needs to allow for arrangements to close off the water supply to the affected area of the network and arranging for inspection and supervision by the relevant line department.”

End of PSLF

SANS 1200 SECTION M: ROADS (GENERAL)

PSM 5 **Construction:**

Add the following:

"The relevant widths and road details are shown in the cross sections contained in the relevant drawings.

PSM 7.3.3 Testing: Routine Inspection and Testing

Replace the subclause with the following:

"Statistical evaluation of test results shall not be applicable to this contract"

PSM 7.3.4 Testing: Routine Inspection and Testing

Add the following subclauses:

"The Contractor shall bear the costs of process control tests carried out by the Engineer at the request of the Contractor or as specified for process control.

PSM 7.3.5 Testing: Routine Inspection and Testing

Add the following subclauses:

"The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer."

End of PSM

SANS 1200 SECTION ME: SUBBASE

PSME 3.2.1(d) Materials: Physical Properties: Regional Factor

Replace the last sentence with the following:

“The regional factor for his area is 0,60 and the regional minimum CBR value for sub-base material is thus 45%.”

PSME 7.2.2 Testing: Process Control and Routine Inspection and Testing: Routine Inspection and Testing

Add the following:

“Notwithstanding subclause 7.2.2 and Table 3, no single test result which is below the specified density will be accepted.”

End of PSME

SANS 1200 SECTION MF: BASE

PSMF 3.3.2 Materials: Physical and Chemical Properties: Graded Crushed Stone

Replace subclause (a) with the following:

“The maximum size of the crushed stone shall be 37.5mm”

Add the following subclause:

“d) The CBR at specified density shall be at least 80%”

PSMF 7.3.2 Testing: Routine Inspection and Testing

Add the following:

“Notwithstanding subclause 7.3.2 and Table 4, no single test result which is below the specified density will be accepted.”

End of PSMF

SANS 1200 SECTION MK: KERBING AND CHANNELLING

PSMK 3.2.3 Materials: Precast Kerbing and Channelling: Strength

Replace subclause with the following:

“Precast kerbs, edging and channels shall be of grade 25 MC PA/19 mm concrete.”

PSMK 3.9 Materials: Bedding Materials

Replace subclause with the following:

“The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the drawings”

PSMK 5.2 Construction: Precast Concrete Kerbing and Channelling

Replace the first sentence of the subclause with the following:

“The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the drawings”

End of PSMK

3.4.4 PLANT AND MATERIALS

3.4.4.1 PLANT, CONSTRUCTION EQUIPMENT AND MATERIALS SUPPLIED BY THE EMPLOYER

No “free issue” plant, construction equipment and materials will be incorporated in this contract.

3.4.4.2 MATERIALS, SAMPLES AND SHOP DRAWINGS

It is a requirement of this contract that all commercial/imported materials to be built into the Works be inspected and approved by representatives of the Employer and the Employer’s Agent to ensure adherence to the specifications. Samples of all materials will be required to be presented to the Employer’s Agent’s Representative (RE) on site for approval. Materials built into the permanent works without prior approval of the RE may be ordered to be removed and replaced with approved materials. Such inspections and approvals may include but are not limited to the following:

- Road and layer works materials
- Imported earthworks materials
- All pipe materials and related pipe fittings and pipe specials
- Manhole rings and covers

3.4.5 CONSTRUCTION EQUIPMENT

3.4.5.1 REQUIREMENTS FOR EQUIPMENT

There are no minimum requirements for any of the construction equipment other than those stated elsewhere in these specifications.

3.4.5.2 EQUIPMENT PROVIDED BY THE EMPLOYER

No construction equipment will be provided by the Employer.

3.4.6 EXISTING SERVICES

3.4.6.1 KNOWN SERVICES

Prior to commencing work, the Contractor shall confirm with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Employer will make available all information relating to known services within the site boundaries and the immediate vicinity prior to the start of the construction of the works. The Contractor will be expected to expose and detect the location of such known services in all locations where they may interfere with the construction of the Works. Where such known services are located, the Contractor will be expected to mark and keep accurate records of the location and depth of services. The Contractor must provide the complete set of records to the Employer's Agent and highlight deviations from the Employer's as-built records. The Employer's Agent will then determine if any amendments are required to the design.

3.4.6.2 TREATMENT OF EXISTING SERVICES

The Contractor will be required as part of this contract to connect all piped services to the existing surrounding infrastructure. Where outages to sections of the water and sewer networks are required, the Contractor is expected to apply to the Employer for such outages in a timeous manner. Connection to any of the existing services will be done strictly according to the requirements of the municipality.

3.4.6.3 USE OF DETECTION EQUIPMENT FOR THE LOCATION OF UNDERGROUND SERVICES

Where exposure of existing services by hand excavation is not feasible it is expected that the Contractor will acquire and make use of appropriate detection equipment. Costs for the purchase and/or hire of basic cable route and pipe flow detection

equipment is assumed to be included in the contract rates. No additional payment will be certified should the use of such equipment be required.

3.4.6.4 DAMAGE TO SERVICES

The Contractor will be held liable for damage to all known services and services where the location can be reasonably predicted. If an underground service is located within 2m (in all directions) of the position shown on as-built records, it will be deemed to be a known service. Damage to unknown services will be the responsibility of the Employer.

3.4.6.5 REINSTATEMENT OF SERVICES AND STRUCTURES DAMAGED DURING CONSTRUCTION

The reinstatement of services and structures damaged by the Contractor during Construction will be the responsibility of the Contractor unless the service or structure to be reinstated is of a specialised nature. Reinstatement of specialised services and structures will be done by the Employer for the Contractor's account. Approval from the RE to be sought before commencing with any reinstatement or repair of services and structures.

3.4.7 SITE ESTABLISHMENT

3.4.7.1 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

The Employer will be responsible for providing electricity to the Contractor. Electricity will be provided via a metered supply which will be for the Contractor's account. The Contractor will be responsible for the application to the municipality for an electrical site connection. Any costs related to such application and connection will be deemed to be included in the Contractor's site establishment contract rates.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.7.2 FACILITIES PROVIDED BY THE CONTRACTOR

The Contractor will be expected to provide the following services and facilities on site:

- Telecommunication services for use by Contractor and the Employer's Agent's Representative -Internet, data and cell phone/airtime.
- Ablution facilities
- First aid
- Office, workshop and construction camp facilities
- All security staff employed by the contractor on behalf of the Employer or at any Municipal property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.7.3 STORAGE AND LABORATORY FACILITIES

The contractor shall be responsible for his own storage facilities and security thereof. At this stage no laboratories would be required on site as all quality control testing must be done by an accredited testing facility.

3.4.7.4 OTHER FACILITIES AND SERVICES

Other temporary facilities necessary for providing the works which are not provided by the Employer are as follows:

- Telecommunications for all site staff including the RE
- Security services as described elsewhere in this document
- Medical and first aid facilities for all persons visiting or working on the construction site.
- Fire protection services for all activities related to the construction of the works.
- Waste disposal of all construction waste generated by the Contractor
- Temporary sanitation/toilet facilities on site as required by applicable legislation. Separate facilities required for males and females where required.

3.4.7.5 VEHICLES AND EQUIPMENT

The following facilities and equipment will be provided by the Contractor for the exclusive use by the RE:

- A desk/workspace designated to the Engineer's Representative in the Contractor's office
- The Engineer's Representative must have access to the Contractor's internet connection on site
- Basic survey equipment and 2 survey assistants at no charge as reasonably required by the RE
- The RE will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be claimed by the Contractor under the relevant payment item and reimbursed directly to the RE.

3.4.7.6 ADVERTISING RIGHTS

Should the Contractor wish to erect any signage or display any advertisements within the site other than the approved contract nameboard, it may only be done with the prior written approval of the Employer.

3.4.7.7 NOTICE BOARDS

The Employer or the Employer's Agent will provide the Contractor with a design for the manufacture of the contract nameboard/s. Payment for such nameboard/s will be claimed by the Contractor under the relevant payment item. The nameboard/s will have to be erected at the commencement of the works on site and will need to be maintained in good condition for the duration of the contract period. The exact position for the installation of the nameboard/s will be pointed out to the Contractor by the Employer.

The nameboard/s will be removed and disposed of by the Contractor at the conclusion of the defect's liability period. The cost for such removal and disposal needs to be included in the tendered rate allowed for the nameboard/s in the contract bill of quantities.

3.4.8 SITE USAGE

The contractor will be allowed to work within the site boundaries. The areas where special precautions must be taken and/or working permission to be obtained, will be pointed out on site by the RE on site or the Client Representative / Project manager. Any work done outside the allowable area prior written permission can lead to penalties.

The Contractor will have full access to the project site for the duration of the contract period. However, it should be noted that once phase one of the project has been completed, possession of this portion of the site will revert back to the Employer. The aim

is then to hand over this portion of the site to a newly appointed Contractor for the construction of houses. The Contractor will be afforded access to the phase one site for the purposes of work related to the defects liability period.

3.4.9 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.10 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor will be required to confirm the position and levels of all existing services and connection points to the surrounding pipe and road reticulation networks. Where materials differences in levels and/or position of services are discovered the Contractor needs to inform the Employer's Agent immediately so that the necessary changes can be made to the layouts and design levels.

3.4.11 INSPECTION OF ADJOINING PROPERTIES

The contractor will be required to inspect, with the owners, the various properties bordering on the construction site and record any pre-existing damage or defects to buildings, structures, roads or pipes. Accurate records need to be kept by the Contractor in the event that claims are received from neighbouring property owners for damages to their property.

3.4.12 WATER FOR CONSTRUCTION PURPOSES

The Contractor should allow for testing of effluent water quality prior to use in the works, unless regular testing of effluent water is being done by the Employer at the source of collection. Such results to be provided to the RE for approval prior to such water being used in construction of the works.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.13 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Employer's Agent will provide the Contractor with survey benchmarks upon the contract commencement date. The Contractor will be expected to use these benchmarks as the basis for all survey control and the setting out of the works. The Contractor will assume full responsibility for the accuracy of their setting out of the works. The RE will do regular inspections on site to confirm the accuracy of the setting out of the works. The Contractor will be expected to make the necessary staff and equipment available to the RE for such inspections. Any portions of the work found to be outside of the relevant tolerances as specified will have to be redone at the Contractor's cost.

3.4.14 LOCAL PRODUCTION AND CONTENT

Not applicable to this tender

3.4.15 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the Employer or at any Municipal property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.16 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the Municipality expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant Municipal documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the Municipality's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.



RETURNABLE SCHEDULE**PROOF OF COIDA REGISTRATION/INSURANCE**

Vendors must attach proof of registration or insurance in terms of the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993, to this schedule. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Vendor's insurance broker, or the insurance company itself.

Failure to submit proof of COIDA registration or insurance, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



RETURNABLE SCHEDULE**PROOF OF PUBLIC LIABILITY INSURANCE**

Vendors must attach to this schedule proof of Public Liability Insurance. This can either take the form of a warrant from the Vendor's insurance broker, or confirmation of insurance from the insurance company itself. Minimum insurance required R1 000 000.00.

Failure to submit proof of public liability insurance, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



RETURNABLE SCHEDULE
PROOF OF CIDB REGISTRATION

It is estimated that tenderers will need a grading designation of CE1 or higher

Vendors must attach to this schedule proof of CIDB registration CE1 or higher

Failure to submit proof of CIDB registration, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



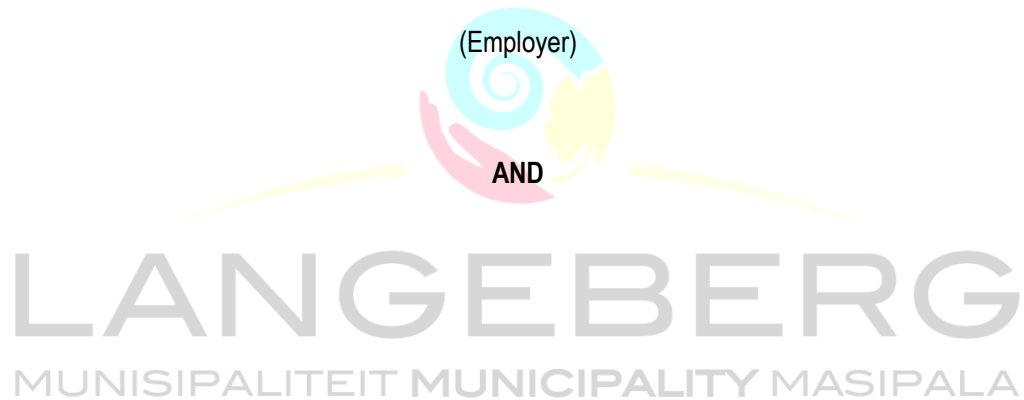
15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:



(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - “Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of

..... is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management:

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer :.....

and the MANDATORY:

Name of the MANDATORY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATORY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

MUNICIPALITEIT MUNICIPALITY MASIPALA

Signed on this..... day of.....2024 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

(ACT 130 OF 1993)

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

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

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

Registration No. / /

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Signature of Contractor.....

Date:.....

16 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Personal information in block letters

Name

[illegible]

Surname

[illegible]

Telephone

[illegible]

No

Capacity

[illegible]

ON BEHALF OF THE (SUPPLIER'S
NAME)

[illegible]

Signed and sworn to before me at on this the

day of MUNICIPALITEIT MUNICIPALITY MASIPALA

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths