

SMME T1.1:	Tender Notice and Invitation PROXA South Africa (Pty) Ltd		
	TENDER NOTICE & INVITATION FOR TENDER FOR NDLAMBE SMME'S		
ADVERTISEMENT DATE:	11 MARCH 2025		
RFQ NUMBER:	PSA001		
ESTIMATED CIDB CONTRACTOR GRADING:	2SQ or higher		
DESCRIPTION OF WORK:	Completion of Fencing at the Port Alfred Reverse Osmosis Plant		
CLOSING DATE:	24 MARCH 2025		
TIME:	12h00		
VALIDITY PERIOD:	90 days		
SUBMISSIONS:	Bids must be placed separately in sealed envelopes marked " RFQ: PSA001 – Completion of Fencing " and must be deposited in the tender box at the SUPPLY CHAIN MANAGEMENT UNIT, First Floor, 44 Campbell Street, Port Alfred by not later than 12h00 on 24 March 2025. Late submitted, unmarked, faxed, falsified or e-mailed offers will not be considered and will be disqualified.		
DELIVERY DATE:	Within 7 working days after the official order has been provided to the appointed bidder.		
DELIVERY ADDRESS:	The Port Alfred Reverse Osmosis Plant, situated north west of the Port Alfred town at the approximate coordinates 33°33'46.78"S, 26°52'18.00"E.		
CONTACT PERSON (PROXA):	Mr. Hennie van Deventer	CONTACT NUMBER:	082 461 4994 021 872 0089
EMAIL ADDRESS:	hvandeventer@proxawater.com		
EVALUATION CRITERIA:	TOTAL AMOUNT:	YES	
	PER ITEM:	NO	
	EVALUATION CRITERIA:	See details in the document	
	SITE VISIT /CLARIFICATION MEETING: A COMPULSORY SITE VISIT AND CLARIFICATION MEETING WITH THE CONTRACTOR WILL BE HELD AS FOLLOWS: VENUE: The Port Alfred Reverse Osmosis Plant, situated north west of the Port Alfred town at the approximate coordinates 33°33'46.78"S, 26°52'18.00"E. DATE: 18 March 2025 TIME: 10:00 RSVP: Bidders must confirm their intention to attend the meeting by email to hvandeventer@proxawater.com before 17:00, 14 March 2025	See details in the document	
NAME OF BUSINESS:			
CSD NUMBER:			
CONTACT PERSON:			
EMAIL ADDRESS:			
TELEPHONE OR CELL PHONE NUMBER:			
STREET ADDRESS OF BUSINESS:			
AMOUNT:	R (Only if the award is made on the total amount)		

INSTRUCTION TO BIDDER

Bidders Shall Take Note of the Following Bid Conditions:

1. Only service providers with a minimum Construction Industry Development Board (CIDB) minimum grading of 2SQ or higher will be eligible to tender.
2. Prices must be valid for at least ninety (90) days from the closing date. Confirmation of this effect should appear on the bid pricing document.
3. Prices quoted must be firm and must be inclusive of VAT.
4. The successful bidder shall be required to enter into a subcontract agreement with PROXA South Africa (Pty) Ltd and shall have no contractual relationship with the Ndlambe Local Municipality.
5. PROXA South Africa (Pty) Ltd does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
6. Bidders should provide pricing in respect of all items.
7. Bids that are late will not be considered, whilst the lowest or only quotation will not necessarily be accepted.
8. An original tax clearance certificate issued by SARS must accompany all quotations OR a tax reference number and **PIN** or **TCC** must be provided.
9. Bidders must complete the Council's Declaration of Interest form (**MBD 4**).
10. Bidders must complete a Declaration of Bidder's Past Supply Chain Management Practices form (**MBD 8**)
11. Bidders must complete a Certificate of Independent Bid Determination (**MBD 9**).
12. Bidders who wish to claim for preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form (**MBD 6.1**) as well as a **certified copy** of the proof of B-BBEE status level of contribution.
13. A Municipal Billing Clearance Certificate (in respect of both the company and, if applicable, directors/owners) must accompany all bids.
14. Evidence of registration of the company on the Central Supplier Database (CSD) must be provided (Supplier Number).
15. It should be noted that, with respect of this bid, the 80/20 points system will be applied, 80 being for price and 20 for the Specific goals.
16. The award will be made in terms of the Municipality's Supply Chain Management Policy.
17. Bidders that do not attend the compulsory site visit and clarification meeting will be deemed non-responsive.
- 18. Bidders that do not attend the compulsory site visit and clarification meeting will be deemed non-responsive.**
- 19. Bidders are required to quote on all items, failing which they will be disqualified.**
- 20. All bids must be submitted on the official bid document provided by the Ndlambe Municipality.**
- 21. The recommended bidder will be required to provide samples, at their own cost to ensure the quoted items comply with the specifications of the municipality.**
- 22. All documents and / packaging of courier must be clearly marked RFQ with the number. It remains the responsibility of the service provider/contractor to ensure that his quotation bid is clearly marked and placed in the correct box."**

QUOTATIONS WILL BE EVALUATED IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2022, PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

NB!! FAILURE TO COMPLY WITH THE ABOVEMENTIONED CONDITIONS WILL INVALIDATE YOUR QUOTE!!!

I hereby declare that I understand the above and is duly authorised to sign on behalf of the abovementioned company

PRINT NAME

SIGNATURE

DATE

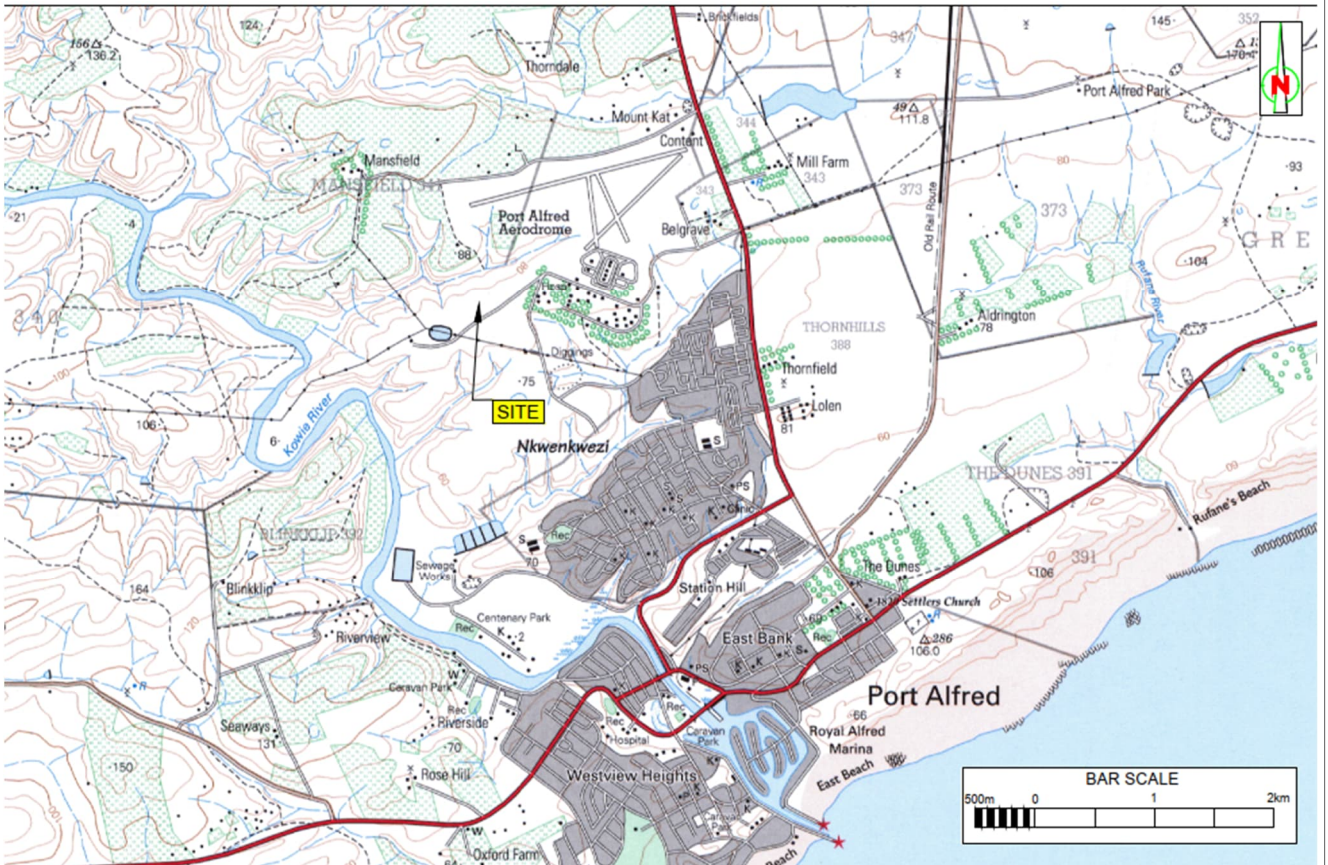
LOCALITY PLAN – COMPULSARY CLARIFICATION MEETING

A COMPULSORY SITE VISIT AND CLARIFICATION MEETING:

VENUE: The Port Alfred Reverse Osmosis Plant, situated north west of the Port Alfred town at the approximate coordinates 33°33'46.78"S, 26°52'18.00"E.

DATE: 18 March 2025

TIME: 10:00



SCOPE

Description of the Works

Written quotations are invited for the supply and delivery/construction of the following work at the Port Alfred Reverse Osmosis Plant as follows:

- **Completion of fencing and security gates**
- **Replacement and repairs to existing fencing and security gates**
- **Refer Pricing Schedule on page 17 of this document**
- **Project Specifications, Drawings are included after page 20 of this document.**

I hereby declare that I am duly authorised to sign on behalf of the abovementioned company

PRINT NAME

SIGNATURE

DATE

SUBMISSION OF INVOICES

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991. In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered VAT vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place.
- Name, address and VAT registration number of the supplier.
- The name and address: Proxa South Africa (Pty) Ltd, PO Box 320, Rivonia, 2128.
- Proxa South Africa (Pty) Ltd VAT registration number: 4200264523.
- Co Reg: 2013/184163/07.
- Unique VAT invoice number and date of issue.
- Accurate description of goods and/or services.
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Furthermore, the invoice must reflect the **PREFERRED BANKING DETAILS AS VERIFIED AND STATED IN THEIR CSD REPORT**. The onus is then on the bidder to ensure that the correct preferred account is noted on CSD and the invoice. Proxa South Africa (Pty) Ltd shall not be liable for any payments to a preferred account of the bidder, that is not active.

Failure to comply with the above-mentioned will result in payments not being made timeously. Also, take note that Proxa South Africa (Pty) Ltd will not be liable for any late payments because of invalid Tax Invoices submitted by suppliers.

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company.

PRINT NAME

SIGNATURE

DATE



NDLAMBE LOCAL MUNICIPALITY – MBD 4

Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.8.3 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars.

.....

.....

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

3.10.1 If yes, furnish particulars

.....

.....

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

3.11.1 If yes, furnish particulars.

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars:

.....

.....

1. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



NDLAMBE LOCAL MUNICIPALITY – MBD 6.1

Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for **specific goals** as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. Points shall be awarded for:

- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.

1.4. The maximum points for this bid are allocated as follows:

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	B-BBEE Status Level of Contributor	10	5
3	Locality of bidder	10	5
	Total points	100	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.
- 1.7. Ndlambe Local Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to specific goals, in any manner required by the municipality.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - 4) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (i) "specific goals" means specific goals as contemplated in Para 4 of Ndlambe Municipality's Preferential Procurement Policy.

3. BID DECLARATION – SPECIFIC GOALS

3.1 Bidders who wish to claim points in respect of B-BBEE Status Level of Contribution must complete the following: B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4

B-BBEE Status Level of Contributor: = _____ Points claimed = _____(see below)

B-BBEE Level	Points - value up to R50 million	Points - value above R50 million
1	10	5
2	5	2.5

N.B. B-BBEE Certificate or Affidavit to be attached.

3.2 Bidders who wish to claim Locality Points must complete the following:

Full physical address of bidder: _____

Bidder Locality	Points - value up to R50 million	Points - value above R50 million
Ndlambe LM	10	5

N.B. a recent Municipal Billing Certificate (not dated earlier than two months before the bid closing date) to be attached.

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm: _____

4.2 VAT registration number (if a VAT Vendor) _____

4.3 CSD (Central Supplier Database) number: MAAA _____

4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

4.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6 I/we, the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor and Locality in paragraphs 1.4 and 3 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.....
2.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS



NDLAMBE LOCAL MUNICIPALITY – MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Causeway Road P
O Box 13
Port Alfred 6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

..... **Signature**

.....
..... **Date**

.....
Position

.....
Name of Bidder



NDLAMBE LOCAL MUNICIPALITY – MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

1. 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.
2. Municipal Supply Regulation 37(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)
in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)
do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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. I, the undersigned, in submitting the accompanying bid:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

EVALUATION CRITERIA

80/20 PREFERENCE POINT SYSTEM

COMPULSORY DOCUMENTS TO BE SUBMITTED BY SUPPLIERS	Comply Please mark/tick where applicable	
MBD 4 - Declaration of Interest	YES	NO
MBD 6.1 - Preference Points Claim form <ul style="list-style-type: none"> • Certified B-BBEE certificate or affidavit • Municipal account for business or lease agreement <u>(See instruction to Tenderer and details in MBD 6.1 for proof required) 0 points will be allocated if incomplete or invalid)</u>	YES	NO
MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	YES	NO
Declaration – Director's municipal accounts	YES	NO
MBD 9 - Certificate of Independent Bid Determination	YES	NO
PRICING SCHEDULE	YES	NO
Municipal accounts or lease agreements for directors	YES	NO
CSD REPORT	YES	NO
Company registration documents- CIPC	YES	NO
Company registration documents - CIDB	YES	NO
I hereby declare that I am duly authorized to sign on behalf of the abovementioned company		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

PRICING SCHEDULE						
RFQ NO: PSA001						
CLOSING DATE: 24 MARCH 2025						
TIME: 12:00						
Item No.	Payment Clause	Short Description	Unit	Quantity	Unit price (VAT exclusive)	Total Price (VAT Exclusive)
		SECTION A:				
		PRELIMINARY & GENERAL				
		Allow for all costs and expenses in connection with the following items:				
		<u>Fixed-charge items</u>				
A1		Contractor's Superintendence and Management for the duration of the Works	Sum	-	R	R
A2		General environmental management obligations and all costs related to compliance with the Environmental Management Plan	Sum	-	R	R
A3		General obligations and all costs in compliance with the Occupational Health and Safety Act, Construction Regulations, 2003	Sum	-	R	R
A4		Medical assessment of employees	Sum	-	R	R
A5		Health and Safety Risk Assessment	Sum	-	R	R
A6		Preparation of health and safety plan	Sum	-	R	R
		TOTAL SECTION A: Carried to Summary			R	R

Item No.	Payment Clause	Short Description	Unit	Quantity	Unit price (VAT exclusive)	Total Price (VAT Exclusive)
		SECTION PA:				
		COMPLETION OF FENCING				
	SANS 1200 C PSC	Strip Clearing				
PA1	8.2.1	Clear and grub a 1m wide strip on the centre line of the new fence line	m	72	R	R
	PA	FENCING				
		as specified in the particular specifications PA Fencing and as per drawings 1002863-Z5-DRG-CC-306-1 and 1002863-Z5-DRG-CC-337-1. Note: The fencing must match that of the existing fence				
		New Security Fence				
PA2		New Security Fence complete including soilcrete for the anti-burrow barrier, fence posts and concrete foundations	m	72	R	R
		Replace existing Fence Panels				
PA3		Remove existing fence panel as instructed by Engineer and dispose. Replace with new panel including new internal anti-vandal fixtures	No	10	R	R
		Replace existing Security Spikes				
PA4		Remove existing security spikes as instructed by the Engineer and dispose. Replace with new spikes including new bolts	m	30	R	R
PA5		Remove existing fence posts as instructed by Engineer and dispose. Replace with new posts including concrete.	No	5	R	R

Item No.	Payment Clause	Short Description	Unit	Quantity	Unit price (VAT exclusive)	Total Price (VAT Exclusive)
		New Security Gates:				
PA6		(a) Double leaf manually operated vehicle entrance gate with 6m wide clearance as per Dwg 1002863-Z5-DRG-CC-337-1	No	1	R	R
PA7		(b) Double leaf manually operated vehicle entrance gate with 9.5m wide clearance as per Dwg 1002863-Z5-DRG-CC-337-1	No	1	R	R
		Replace existing Gate Panels				
PA8		Remove existing panels (2693mm wide x 2148 High) as instructed by Engineer and dispose. Replace with new gate panels including new internal anti-vandal fixtures	No	8	R	R
		Budgetary allowance				
		Fixed contingencies amount (to be expended as directed by the Engineer and to be deducted in whole or in part if not required)	Sum			R 100,000.00
		TOTAL SECTION PA: Carried to Summary			R	R
		<u>SUMMARY</u>				
		TOTAL OF SECTION A and PA (VAT Exclusive)				
	VAT 15% (if applicable)				VAT registration nr:	
		TOTAL (VAT INCLUSIVE)				R
		NB!!! QUOTATIONS MUST BE VALID FOR AT LEAST 90 DAYS FROM CLOSING DATE				
		I hereby declare that I am duly authorized to sign on behalf of the abovementioned company				
		_____	_____	_____		
		NAME OF THE BIDDER	SIGNATURE	DATE		

PROXA (PTY) LTD

RFQ NO. PSA001

COMPLETION OF FENCING

SPECIFICATIONS AND REQUIREMENTS RELATED TO THIS RFQ
--

1. General Specifications
2. Amendments to the Standard Specifications
3. Standard Specifications
4. Drawings
5. Conditions of Contract (PROXA (Pty) Ltd Agreement)

PROXA (PTY) LTD

RFQ NO. PSA001

COMPLETION OF FENCING

GENERAL SPECIFICATIONS

In addition to the Standard Specifications, the following General Specifications shall apply to this contract.

GENERAL

H&S Project Health & Safety Specification

EMP Environmental Management Programme

CIVIL SPECIFICATIONS

SPEC PA Fencing

PARTICULAR SPECIFICATION

PA FENCING

CONTENTS

PA 01	SCOPE
PA 02	TYPE OF FENCE
PA 03	MATERIALS
PA 04	CLEARING FENCE LINE
PA 05	INSTALLING POSTS AND STANDARDS
PA 06	INSTALLING WIRE PANELS
PA 07	INSTALLING DIAMOND MESH
PA 08	INSTALLING GATES
PA 09	GENERAL REQUIREMENTS AND TOLERANCES

PA 01 SCOPE

This is a Particular Specification and covers the erection of new fences.

PA 02 TYPE OF FENCE

The fence shall be a security fence with a vandal resistant wire panel and post system with advanced anti-corrosion properties and shall be erected in accordance with the specification and instructions of the manufacturer in order to maintain and achieve a 10 year guarantee against corrosion.

PA 03 MATERIALS

PA 03.1 POSTS, STAYS AND STANDARDS

Posts, stays and standards shall be of the type and size indicated on the Drawings. Posts shall include gate posts, straining posts and corner posts.

Metal posts, stays and standards shall comply with the requirements of CKS 82 and SABS 280. "Acceptable" in CKS 82 means "acceptable to the Engineer".

Tubular posts, standards and stays shall be galvanized in accordance with SABS ISO 1461:1999 Table 1 for type B articles. All rail and Y-sections shall be provided with a protective coating of tar or other approved material.

Corner, gate and straining posts shall be suitably pre-drilled for stay bolts or gate fittings as indicated on the Drawings.

Posts shall be Hot dipped Galvanised in accordance with ISO-1461, and then coated with a Fusion Bonded Epoxy (FBE) coating of minimum DFT of 350 microns. Posts shall be pre-drilled with holes for fixing panels to posts. Panels should be fixed to posts with either stainless steel countersunk flushlock bolts and shear nuts, or by means of double and single bolt comb clams using anti-vandal bolts.

PA 03.2 **BOLTS FOR STAYS**

Bolts shall be of stainless steel. The length and diameter of the bolts shall be as shown on the Drawings. All the necessary bolts, together with nuts and washers, shall be supplied with each post.

PA 03.3 **WIRE**

All wire shall conform to the requirements of SABS 675 and shall be class B galvanized, except where otherwise specified below.

PA 03.4 **WIRE PANELS**

Wire Diameter: Minimum 3mm
Apertures: 76.2mm x 12.7mm (centre to centre)
Standard widths: 2500mm to 3500mm
Height: Minimum 2400mm
Coating: Galvanised 30g/m² with Zincau coating – Zincau coating = 95% Zinc and 5% Aluminium according to SANS 10244-2: 2004, plus Fusion Bonded Epoxy coated to minimum DFT of 350 microns.
Tensile Strength of wire: 650 – 750 N/mm²
Solidity: 35%
Weld Strength 60 – 80%
Weight 10.61 kg/m²
10 year guarantee against corrosion
Panels shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands for rigidity.

PA 03.5 **SECURITY SPIKES**

A 100mm high toughened steel spike shall be affixed to the top of the panel edges, internally at 150mm intervals using countersunk flushlock bolts and shear nuts, or by means of anti-vandal bolts.

PA 03.6 **GATES**

Gates shall comply with the requirements of CKS 146 and shall be manufactured to the dimensions shown on the Drawings.

Gates shall be complete in every respect, and shall include hinges, washers, bolts and the locking mechanism shown on the Drawings.

The required width of the gates, as specified on the drawings, shall mean the actual required clearance.

PA 03.7 **CONCRETE**

Concrete used for fencing shall comply with the requirements of SABS 1200 G.

PA 04 CLEARING FENCE LINE

Strip clearing for the fence shall be carried out in accordance with SABS 1200 C and will be measured and paid for under Section 1200 C of the Schedule of Quantities.

PA 05 INSTALLING POSTS AND STANDARDS

Posts shall be accurately set in holes and, where indicated, shall be provided with concrete bases to the dimensions shown on the Drawings.

Holes shall be dug to the full specified depth. Where, due to the presence of rock, the holes cannot be excavated by hand or by pneumatic tools and the Contractor has to resort to the use of explosives, he will be paid separately for the drilling and blasting operations required.

Standards shall be firmly planted in the ground at the spacing shown on the Drawings or as directed by the Engineer. The spacing of standards between any two straining posts shall be uniform. In rock or hard material standards shall either be driven or set in holes drilled into the rock. The size of drilled holes shall be such that a tight fit is obtained. Care shall be taken not to buckle or damage the standards when driven. Where indicated, standards shall be provided with concrete bases to the dimensions shown on the Drawings.

All posts and standards shall be accurately aligned and set plumb and shall be planted with the overhang as shown on the Drawings and at right angles to the direction of the fence. After posts and standards have been firmly set in accordance with the foregoing requirements, the fencing wire shall be attached thereto as described below.

Installation to be done all according to the manufacturers instructions and specifications to achieve and maintain a 10 year guarantee against corrosion.

PA 06 INSTALLING OF ANTI-DIG

A 300mm deep, 300mm wide soilcrete anti-dig barrier is to be constructed between fence posts.

PA 07 INSTALLING WIRE PANELS

Installation to be done all according to the manufacturers instructions and specifications to achieve and maintain a 10 year guarantee against corrosion.

PROXA (PTY) LTD

RFQ NO. PSA001

COMPLETION OF FENCING

<p align="center">AMENDMENTS TO THE STANDARD SPECIFICATIONS</p>
--

In certain clauses of the standard specifications allowance is made for 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 alternative or additional requirements applicable to this contract, and required amendments, are contained in this part of the specifications. It also contains additional specifications required for this particular Contract.

The Amendments to the Standard Specifications are included as stand-alone sections, that reference the relevant Standard Specification being amended by using the same clause number.

New clauses and sub-clauses, which do not form part of a clause or sub-clause in the Standard Specifications are also included. The numbers of each of the new clauses and sub-clauses generally follow in sequence within the section to which they apply.

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites, approved by Ndlambe Municipality, for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount as stated in the Environment Management Plan will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 BASIC PRINCIPLES

ADD THE FOLLOWING

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

PROXA (PTY) LTD

RFQ NO. PSA001

COMPLETION OF PAVING

STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the latest edition of South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200 series. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

("SABS" has been changed to "SANS, without change to the contents of the specifications.)

C - SITE CLEARANCE

PROXA (PTY) LTD

RFQ NO. PSA001

COMPLETION OF FENCING

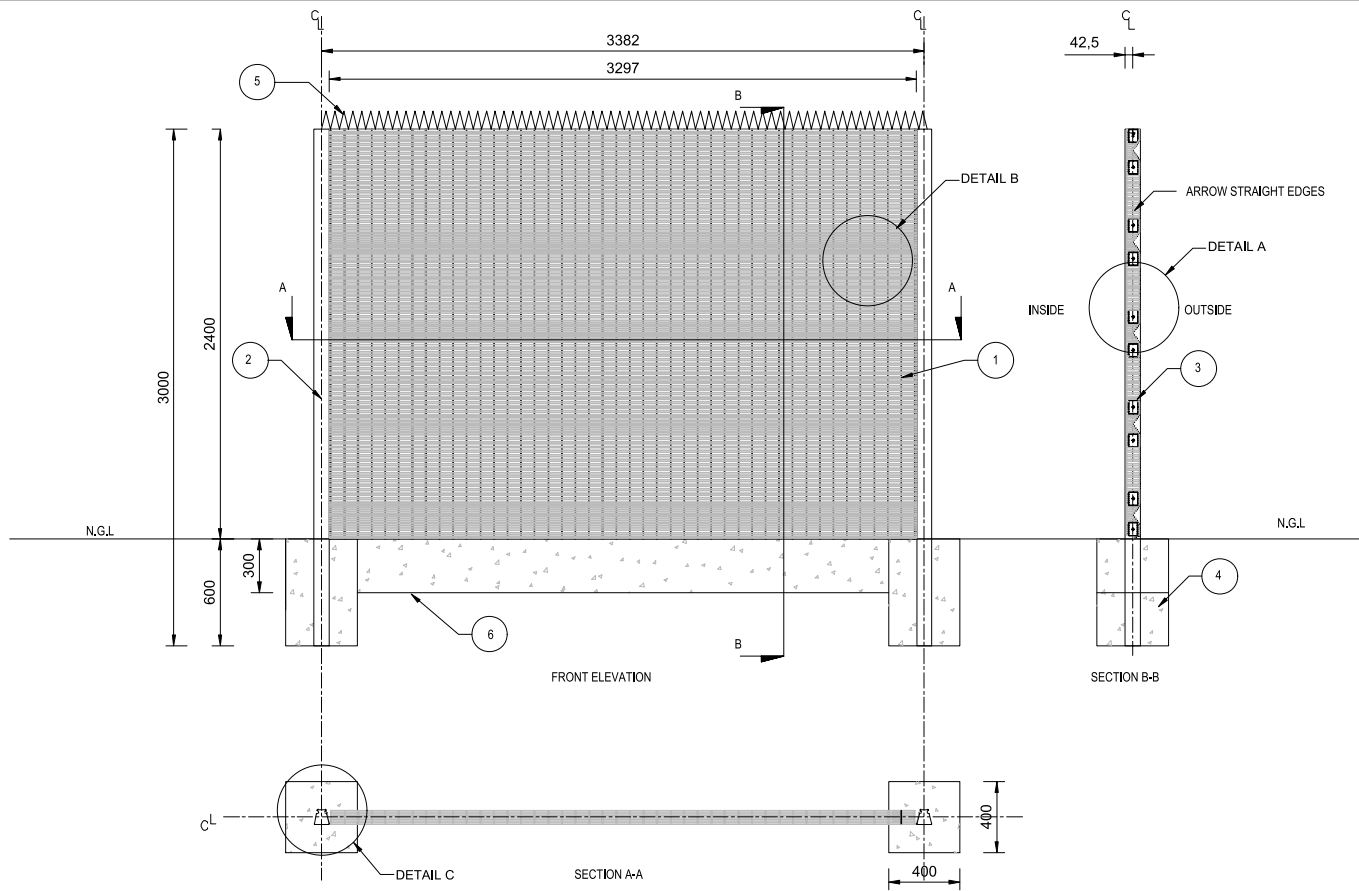
DRAWINGS

1002863-Z5-DRG-CC-306-0

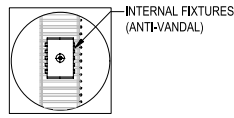
FENCE DETAILS

1002863-Z5-DRG-CC-337-1

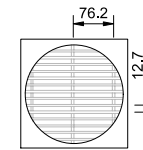
GATE DETAILS



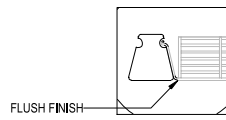
No.	ITEM	DESCRIPTION
1	PANEL	MESH PANELS 3297mm WIDE x 2400mm HIGH GALVANIZED Ø3mm WIRE WITH APERTURE SIZE (CENTERS) @ 76.2mm x 12.7mm. PANEL FORMATION: PANEL REINFORCED WITH 4 x 50mm DEEP 'V' FORMATION HORIZONTAL RECESSED BANDS (RIGIDITY), 2 x 75mm 70° FLANGES ALONG SIDES (INTERNAL FIXTURES - ANTI VANDAL, ALLOWING FOR FLUSH POST AND PANEL FINISH, 48 LINE WIRE SECURE CONNECTION, LOCKING RECESS MECHANISM) AND 2 x 30° FLANGES ALONG TOP AND TOE. (ARROW - STRAIGHT EDGES, INTEGRATED ANGLE), COATING: MESH GALVANIZED, THEN MARINE FUSION BOND COATED.
2	POST	TAPER LOCKING POST 85mm x 45mm x 85mm, THEN SEALED WITH UV STABILIZED POLYMER CAP. COATING: HOT DIPPED GALVANIZED, THEN MARINE FUSION BOND COATED.
3	CLAMPS	20 X SINGLE BOLT COMB CLAMPS PER PANEL. COATING: GALVANIZED, THEN MARINE FUSION BOND COATED.
4	FOUNDATION	400 x 400 x 600mm CONCRETE FOUNDATION
5	SECURITY SPIKES	100mm HIGH STEEL SECURITY SPIKES, AFFIXED INTERNALLY TO THE TOP OF THE PANEL EDGES USING ANTI-VANDAL BOLTS .
6	UNDERDIG	300mm DEEP, 300mm WIDE SOILCRETE ANTI - BURROW BARRIER.



DETAIL A
SCALE 1:10



DETAIL B
SCALE 1:10



DETAIL C
SCALE 1:10

FENCING AND GATE NOTES

FENCE SYSTEM

POST:

- POST SHALL BE 3.0m LONG.
- POST WIDTH SHALL BE 85mm - TAPERING TO 45mm WITH A DEPTH OF 85mm.
- POST SHALL INCLUDE 'LOCKING RECESS MECHANISM' TO SECURE PANEL EDGE.
- POST SHALL BE SEALED WITH A UV STABILIZED POLYMER CAP.
- POST FINISH SHALL BE 'HOT DIPPED GALVANIZED THEN MARINE FUSION BOND COATED (ACID MODIFIED)'.

PANEL:

- PANEL SHALL BE OF 3,297m WIDTH AND 2.4m IN HEIGHT.
- PANEL APERTURE SIZE (CENTRES) SHALL BE 76.2mm X 12.7mm.
- WIRE DIAMETER WILL BE 3mm.
- THE PANEL SHALL BE REINFORCED WITH 4 X 50mm DEEP 'V' FORMATION HORIZONTAL RECESSED BANDS (RIGIDITY)
- PANEL SHALL HAVE 2 X 70° FLANGES ALONG SIDES (INTERNAL FIXTURES-ALL FIXTURES SHALL BE ON THE INSIDE OF FENCE LINE)
- PANEL SHALL HAVE 2 X 30° FLANGES ALONG TOP AND TOE (INTEGRATED RIGID ANGLE, ANTI-SCALE LOCATING DEVICES).
- PANEL POST SHALL HAVE A FLUSH PANEL POST FINISH WITH NO CLIMBING AID.
- PANEL SHALL BE AFFIXED TO POST OVER 48 LINE WIRES USING 16 X SINGLE BOLT COMB CLAMPS USING 16 X ANTI VANDAL BOLTS.
- PANEL AND FIXTURES SHALL BE MESH GALVANIZED THEN MARINE FUSION BOND COATED (ACID MODIFIED)

ADDITIONS

- A 400mm DEEP 'UNDERDIG' SHALL BE SECURED TO THE LOWER EDGE INTEGRATED ANGLE.
- FENCE CORNER CONFIGURATION: THE FENCE CONFIGURATION SHOULD NOT HAVE ANY SHARP CORNERS AND ALL ANGLES AT CHANGES OF DIRECTION SHOULD BE A MINIMUM OF 130 DEGREES.

GATES

SWING GATES

- ALL CONNECTIONS AND JOINTS SHALL BE WELDED TO FORM RIGID FRAMES OR ASSEMBLED WITH CORNER FITTINGS.
- HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE, SHALL BE SO ARRANGED THAT A CLOSED GATE CANNOT BE LIFTED OFF THE HINGES TO OBTAIN ENTRY.

SLIDING GATES

- GATE FRAME FABRICATION AND MISCELLANEOUS ITEMS SHALL BE SIMILAR TO SWING GATES.
- ALL FITTINGS, BRACKETS AND REAR WHEEL TRACKS SHALL BE STANDARD MANUFACTURED PRODUCTS FOR THE INTENDED APPLICATION.

DISCLAIMER
 IF CONSTRUCTION DRAWINGS ARE ISSUED UNSIGNED, THE MASTER WITH THE ORIGINAL SIGNATURE OF APPROVAL WILL BE HELD AT THE ZUTARI OFFICE OF THE APPROVER

GENERAL NOTES

- ALL WORK MUST BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATION SABS 1200 AND THE GENERAL CONDITIONS OF CONTRACT FOR THE CONSTRUCTION OF CIVIL ENGINEERING WORKS (2004).
- ALL MODIFICATIONS TO EXISTING SERVICES AND DEVIATIONS FROM THE DESIGN TO BE AS PER INSTRUCTION FROM THE ENGINEER ONLY.
- ALL MATERIALS TO BE SUBMITTED TO ENGINEER FOR APPROVAL BY MUNICIPALITY PRIOR TO CONSTRUCTION
- ALL STEEL MATERIALS SHALL BE OF GOOD COMMERCIAL QUALITY, GALVANIZED STEEL.
- ALL PIPES SHALL BE GALVANIZED, ONE PIECE WITHOUT JOINTS. FURNISH MOISTURE PROOF CAPS FOR ALL POSTS.
- ZINC COATING SHALL BE SMOOTH AND ESSENTIALLY FREE FROM LUMPS, GLOBS, OR POINTS.
- MISCELLANEOUS MATERIAL SHALL BE GALVANIZED.



CLIENT



REV	DATE	REVISION DETAILS	APPROVED
0	2024-10-30	ISSUED FOR CONSTRUCTION	G.M. GOODEY

SCALE AS SHOWN SIZE A3 FOR CONSTRUCTION

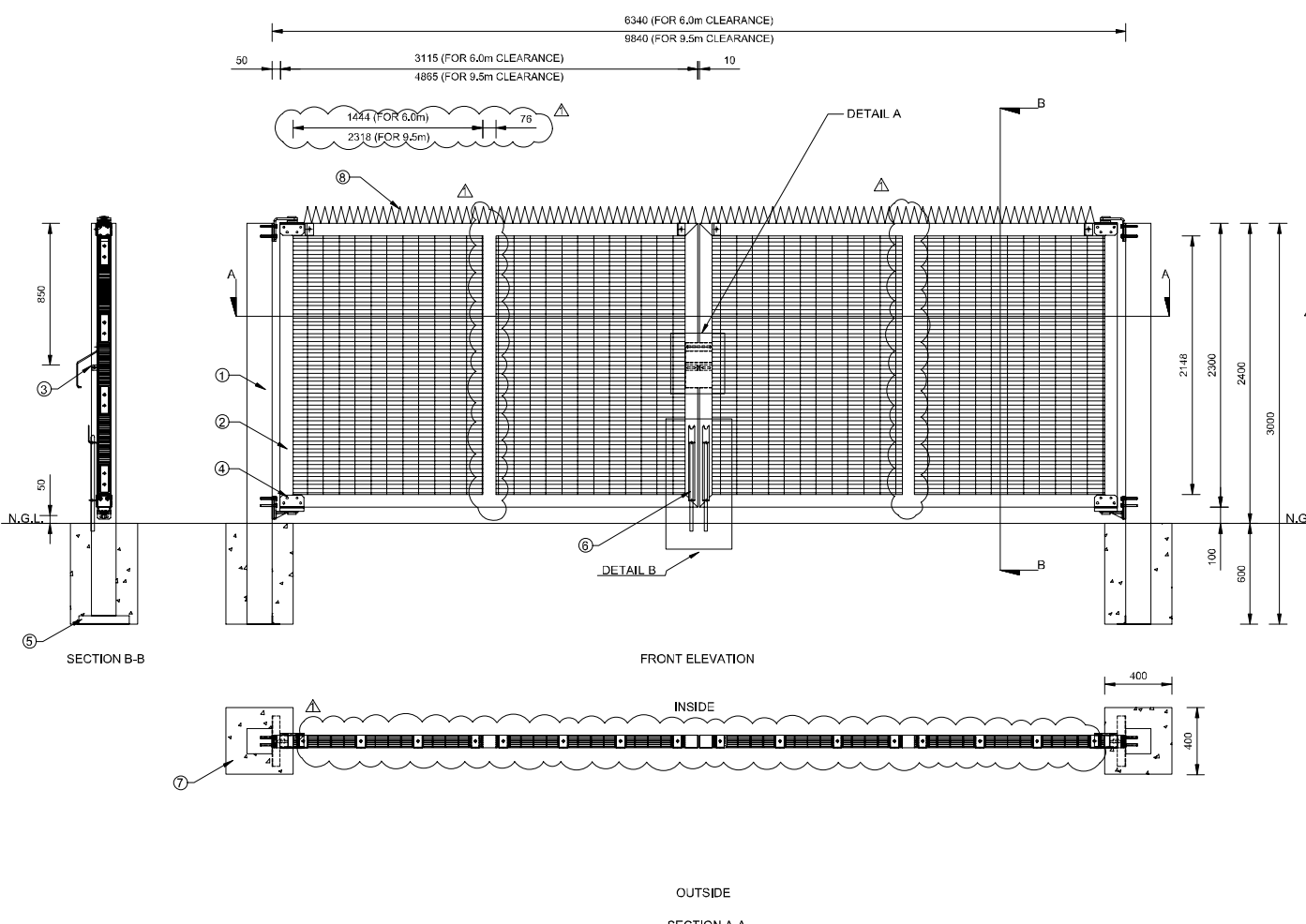
DRAWN	DESIGNED	REVIEWED	PROJECT	DATE	APPROVED
J. WHITE	J. WHITE	J. KRIEGLER	COMPLETION OF PORT ALFRED REVERSE OSMOSIS PLANT	04 November 2024	G.M. GOODEY

TITLE
 FENCE DETAILS

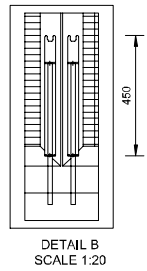
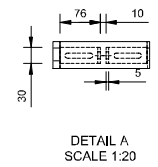
PROJECT No.	WBS	TYPE	DESC	NUMBER	REV
1002863	Z5	DRG	CC	306	0

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Date: 12/14/23 pm



No.	ITEM	DESCRIPTION
1	GATE POST	150x150x4mm SQUARE TUBE
2	GATE FRAME	76x76x2mm SQUARE TUBE
3	LOCKING DEVICE	30x5mm FLAT BAR WITH Ø14mm HOLE TO ACCOMMODATE PAD LOCK, WITH LOCK BOX.
4	HINGES	HEAVY DUTY HINGE
5	BASE PIN	50x50x5mm ANGLE IRON
6	DROP BOLT	Ø16mm ROUND BAR.
7	FOUNDATION	400 x 400 x 600mm CONCRETE FOUNDATION.
8	SECURITY SPIKES	100mm HIGH STEEL SECURITY SPIKES, AFFIXED INTERNALLY TO THE TOP OF THE PANEL EDGES USING ANTI-VANDAL BOLTS.



QTY	1
WIRE Ø	Ø3mm
COATING	HOT DIP GALV, THEN MFB.
MESH TYPE	APERTURE SIZE - 76.2mm X 12.7mm
MESH SIZE (6.0m)	2148mm HIGH x 1444mm WIDE
MESH QTY (6.0m)	4
MESH SIZE (9.5m)	2148mm HIGH x 2318mm WIDE
MESH QTY (9.5m)	4

FENCING AND GATE NOTES

FENCE SYSTEM

POST:

1. POST SHALL BE 3.0m LONG.
2. POST WIDTH SHALL BE 85mm - TAPERING TO 45mm WITH A DEPTH OF 85mm.
3. POST SHALL INCLUDE LOCKING RECESS MECHANISM TO SECURE PANEL EDGE.
4. POST SHALL BE SEALED WITH A UV STABILIZED POLYMER CAP.
5. POST FINISH SHALL BE 'HOT DIPPED GALVANIZED THEN MARINE FUSION BOND COATED (ACID MODIFIED)'.
PANEL:

PANEL:

6. PANEL SHALL BE OF 1,444m WIDTH AND 2,148m IN HEIGHT (FOR 6.0m CLEARANCE) AND 2,318m WIDTH AND 2,148m IN HEIGHT (FOR 9.5m CLEARANCE).
7. PANEL APERTURE SIZE (CENTRES) SHALL BE 76.2mm X 12.7mm.
8. WIRE DIAMETER WILL BE 3mm.
9. THE PANEL SHALL BE REINFORCED WITH 4 X 50mm DEEP 'V' FORMATION HORIZONTAL RECESSED BANDS (RIGIDITY)
10. PANEL SHALL HAVE 2 X 70° FLANGES ALONG SIDES (INTERNAL FIXTURES-ALL FIXTURES SHALL BE ON THE INSIDE OF FENCE LINE)
11. PANEL SHALL HAVE 2 X 30° FLANGES ALONG TOP AND TOE (INTEGRATED RIGID ANGLE, ANTI-SCALE LOCATING DEVICES).
12. PANEL POST SHALL HAVE A FLUSH PANEL POST FINISH WITH NO CLIMBING AID.
13. PANEL SHALL BE AFFIXED TO POST OVER 48 LINE WIRES USING 16 X SINGLE BOLT COMB CLAMPS USING 16 X ANTI VANDAL BOLTS.
14. PANEL AND FIXTURES SHALL BE MESH GALVANIZED THEN MARINE FUSION BOND COATED (ACID MODIFIED)

ADDITIONS

15. A 400mm DEEP 'UNDERDIG' SHALL BE SECURED TO THE LOWER EDGE INTEGRATED ANGLE.
16. FENCE CORNER CONFIGURATION, THE FENCE CONFIGURATION SHOULD NOT HAVE ANY SHARP CORNERS AND ALL ANGLES AT CHANGES OF DIRECTION SHOULD BE A MINIMUM OF 130 DEGREES.

GATES

SWING GATES

17. ALL CONNECTIONS AND JOINTS SHALL BE WELDED TO FORM RIGID FRAMES OR ASSEMBLED WITH CORNER FITTINGS.
18. HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE, SHALL BE SO ARRANGED THAT A CLOSED GATE CANNOT BE LIFTED OFF THE HINGES TO OBTAIN ENTRY.

SLIDING GATES

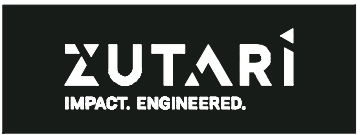
19. GATE FRAME FABRICATION AND MISCELLANEOUS ITEMS SHALL BE SIMILAR TO SWING GATES.
20. ALL FITTINGS, BRACKETS AND REAR WHEEL TRACKS SHALL BE STANDARD MANUFACTURED PRODUCTS FOR THE INTENDED APPLICATION.

DISCLAIMER

IF CONSTRUCTION DRAWINGS ARE ISSUED UNSIGNED, THE MASTER WITH THE ORIGINAL SIGNATURE OF APPROVAL WILL BE HELD AT THE ZUTARI OFFICE OF THE APPROVER

GENERAL NOTES

1. ALL WORK MUST BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATION SABS 1200 AND THE GENERAL CONDITIONS OF CONTRACT FOR THE CONSTRUCTION OF CIVIL ENGINEERING WORKS (2004).
2. ALL MODIFICATIONS TO EXISTING SERVICES AND DEVIATIONS FROM THE DESIGN TO BE AS PER INSTRUCTION FROM THE ENGINEER ONLY.
3. ALL MATERIALS TO BE SUBMITTED TO ENGINEER FOR APPROVAL BY MUNICIPALITY PRIOR TO CONSTRUCTION
4. ALL STEEL MATERIALS SHALL BE OF GOOD COMMERCIAL QUALITY, GALVANIZED STEEL.
5. ALL PIPES SHALL BE GALVANIZED, ONE PIECE WITHOUT JOINTS, FURNISH MOISTURE PROOF CAPS FOR ALL POSTS.
6. ZINC COATING SHALL BE SMOOTH AND ESSENTIALLY FREE FROM LUMPS, GLOBS, OR POINTS.
7. MISCELLANEOUS MATERIAL SHALL BE GALVANIZED.



CLIENT



REV	DATE	REVISION DETAILS	APPROVED
1	2025-02-24	GATE PANELS & FRAME REVISED	G.M. GOODEY
0	2024-10-30	ISSUED FOR CONSTRUCTION	G.M. GOODEY

SCALE	SIZE	FOR CONSTRUCTION
AS SHOWN	A3	

DRAWN	APPROVED	DATE
J. WHITE		
DESIGNED		
J. WHITE		
REVIEWED		
G.M. GOODEY	G.M. GOODEY	PPL ENG 990082

PROJECT

COMPLETION OF PORT ALFRED REVERSE OSMOSIS PLANT

TITLE

GATE DETAILS

DRAWING NUMBER	PROJECT No.	WBS	TYPE	DESC	NUMBER	REV
1002863	Z5	-	DRG	- CC -	337	- 1



SUBCONTRACT AGREEMENT

AND

PROVISIONS OF SUBCONTRACT

FIRST EDITION (2018)

Incorporating:

GENERAL CONDITIONS OF SUBCONTRACT 2018

for use in connection with

SUBCONTRACT WORKS FOR CIVIL ENGINEERING CONSTRUCTION

with Annexure, Appendix, Schedule and
Forms of Tender, Agreement, Guarantee and Final Certificate

Adapted from the South African Forum of Civil Engineering Contractors
Document developed for GCSC 2011

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Clause 1 – General	Page 3
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Clause 8 – Commencement and Programme	Page 5
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NOTES:

The parties must complete the following pages:

By the Contractor when inviting Subcontract Tenders:		By the Subcontractor when submitting his/her offer:	
Provisions of Subcontract	Page 2	Annexure B	Page 10
Annexure A	Page 9	Appendix Part 11	Page 13
Appendix Part 1	Page 11 – 12	Schedule Part 11	Page 16
Schedule Part 1	Page 14 – 15	Form of Subcontract Tender	Page 18 - 19

If the tender is accepted by the Contractor, the Contractor and the Subcontractor must sign page 21 and initial each page of the Subcontract Agreement.

PROVISIONS OF SUBCONTRACT

between (**The Contractor**):

PROXA SOUTH AFRICA (PTY) LTD

of Block E, Lincolnwood Office Park, Woodlands Drive, Woodmead

and (**The Subcontractor**):

.....
.....

for the following works (**The Subcontract Works**):

.....
.....

Incorporating:

GENERAL CONDITIONS OF SUBCONTRACT 2011

FOR USE IN CONNECTION WITH SUBCONTRACT WORKS FOR CIVIL ENGINEERING CONSTRUCTION

and further:

Annexure: Special Conditions of Contract:
Annexure A: Alterations by Contractor
Annexure B: Alterations by Subcontractor

Appendix: Appendix in Respect of Subcontract
Part I: To be filled in by the Contractor
Part II: To be filled in by the Subcontractor

Schedules: Provisions of Main Contractor to apply to Subcontract
Part I: To be filled in by the Contractor
Part II: To be filled in by the Subcontractor

Pro-forma Subcontract Performance Guarantee
Form of Subcontract Tender
Form of Subcontract Agreement
Form of Subcontract Completion/Final Certificate
Pro-forma of Subcontract Retention Money Guarantee

GENERAL CONDITIONS OF SUBCONTRACT 2011

1. MAIN CONTRACT

This Subcontract shall be supplemental to an Agreement made or deemed to have been made as defined in the Schedule hereto and for the purpose of this Subcontract such Agreement shall hereinafter be called the Main Contract.

2. GENERAL

2.1 The Subcontractor acknowledges that he has been given reasonable opportunity of inspecting the provisions of the Main Contract in so far as they relate or apply to this Subcontract and he shall be deemed to be fully informed regarding those provisions. The Contractor shall, if so requested by the Subcontractor, provide the Subcontractor with a true copy of the Main Contract, except the detailed prices of the Contractor included in the Bill of Quantities and/or the Schedule of Rates and Prices (if any).

2.2 The Subcontractor shall observe, perform and comply with the provisions of the Main Contract in so far as they relate or apply to this Subcontract and are not inconsistent with the express provisions of this Subcontract as if the same were severally set out herein. In the event of any inconsistency the express provisions of this Subcontract shall take precedence over the provisions of the Main Contract.

2.3 In the interpretation of the provisions of the Main Contract in so far as they relate or apply to this Subcontract, the Contractor shall have like powers, rights and responsibilities in relation to this Subcontract as the Employer and/or Engineer and/or the Employer's or Engineer's duly appointed agent has in relation to the Main Contract and the Subcontractor shall have like powers, rights and responsibilities in relation to the Contractor as the Contractor has in relation to the Employer and/or Engineer and/or the Employer's or Engineer's duly appointed agent.

2.4 Nothing herein shall be construed as creating any privity of contract between the Subcontractor and the Employer.

2.5 With respect to the Subcontract Works as covered by this agreement the Subcontractor undertakes to the Contractor the like obligations and liabilities as are undertaken by the Contractor to the Employer in terms of the Main Contract and holds harmless and indemnifies the Contractor from and against the same and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities and, without limiting the generality of the foregoing, the Subcontractor holds harmless and indemnifies the Contractor from and against:

- 2.5.1 faulty design of the Subcontract Works if and where such design is the responsibility of the Subcontractor;
- 2.5.2 faulty materials, faulty workmanship or failure of the goods if and where the goods were manufactured and/or supplied by the Subcontractor;
- 2.5.3 any negligence by the Subcontractor, his agents, workmen and servants;
- 2.5.4 any misuse by the Subcontractor of any construction plant, temporary works or materials provided by the Contractor for the purposes of this Subcontract.

2.6 The Subcontract Works shall mean the works described in the Appendix hereto.

2.7 The Subcontract Price shall mean the tendered sum and/or rates named in the Subcontract tender as payable to the Subcontractor subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions of this Subcontract.

2.8 If not otherwise agreed between Contractor and Subcontractor, the Subcontract Price shall be increased or decreased in accordance with the Contract Price Adjustment Formula or other price adjustment arrangements of the Main Contract using the particulars specified in the Appendix hereto.

3. ADMINISTRATIVE MATTERS

The Contractor hereby warrants that the Subcontractor shall be given reasonable notice of and be entitled to attend any meeting, which in any way affects the interests of the Subcontractor. The Contractor further warrants that the Subcontractor shall be given:

GENERAL CONDITIONS OF SUBCONTRACT 2011

- (a) extracts of the minutes of any such meeting regardless of whether the Subcontractor attended the meeting or not;
- (b) reasonable notice of the Contractor's intention to present any claim to the Employer in respect of quantities which relate to the Subcontract Works or any claim which affects the interests of the Subcontractor in any other way;
- (c) the opportunity to present any claim as aforesaid jointly with the Contractor;
- (d) details of any claim as aforesaid presented to the Employer and the results of any such claim.

4. ASSIGNMENT AND SUB-LETTING

4.1 Neither the Subcontractor nor the Contractor shall cede or delegate his rights or obligations in respect of the whole or any part of this Subcontract.

4.2 The Subcontractor shall not sublet the whole or any part of the Subcontract Works without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.

5. SUBCONTRACT PERFORMANCE GUARANTEE

The Subcontractor shall provide the Contractor with the Performance Guarantee to the amount stated in the Appendix hereto and in the form as attached hereto within 14 (fourteen) days after the award of the Subcontract.

6. INSURANCES

6.1 The Contractor shall insure the Subcontract Works against all risks other than the excepted risks specified in the Main Contract and to the full value of such Subcontract Works to be executed from time to time subject to the exclusions from such risks and the deductible amount stated in the Appendix hereto.

To the extent to which the Subcontract Works are not covered by the policy or policies of insurance taken out by the Contractor, any loss or damage thereto from whatever cause arising other than the aforesaid excepted risks, shall be the sole responsibility of the Subcontractor until the date of completion of the Subcontract Works.

At his written request, the Subcontractor shall prior to the commencement of the Subcontract Works, be given reasonable opportunity of inspecting such policy or policies or be provided with a copy of such policy or policies. If the Contractor fails to comply with such request, the Subcontractor shall have no responsibility whatsoever for the Subcontract Works in terms of this clause until his request has been complied with. The Subcontractor shall observe and comply with the conditions of the policy or policies of insurance affected in terms hereof.

6.2 Unless insured in terms of the provisions of Sub-Clause 6.1 hereof, the Subcontractor shall insure the following in the same manner as the Contractor is required to insure in accordance with the provisions of the Main Contract:

- 6.2.1 the temporary works installed from time to time by the Subcontractor for his use, to their full value, until no longer required by the Subcontractor;
- 6.2.2 the materials, construction plant and other things brought on to the Subcontract site by the Subcontractor, to their full value.

6.3 The Subcontractor shall insure against such risks as are stated in the provisions of the Main Contract and which may arise out of or in consequence of this Subcontract in respect of:

- 6.3.1 the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) or any other statute in force for the time being or any other legal liability in respect of any accident or injury to any workman or other person in the employment of the Subcontractor;
- 6.3.2 any accident, injury, damage or loss to any person or property under Third Party or Public Liability to the minimum amount stated in the Appendix hereto.

7. DAMAGE TO PROPERTY

The Subcontractor shall indemnify the Contractor against claims, losses or proceedings arising from damage to the sub-surface and/or hidden installations and services which have been adequately indicated on site and are shown on the drawings supplied to the Subcontractor.

GENERAL CONDITIONS OF SUBCONTRACT 2011

8. COMMENCEMENT AND PROGRAMME

8.1 The Subcontractor shall commence the Subcontract Works within the period stated in the Appendix hereto after receipt by him of an order in writing to this effect delivered by hand, registered post, facsimile transmission or email and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Contractor or be wholly beyond the Subcontractor's control. The Subcontractor shall be allowed uninterrupted and continuous working except as may be indicated in the agreed programme for the execution of the Subcontract Works.

8.2 Unless otherwise agreed, the Subcontractor shall not later than 14 (fourteen) days after the award of the Subcontract submit to the Contractor for his approval a programme for the execution of the Subcontract Works and the Contractor shall approve such programme prior to commencement of the Subcontract Works, or not later than 14 days after the date of submission of the programme, whichever is sooner. After the said programme has been approved it shall be initialled and dated by both parties and shall form part of this Subcontract. The programme may be used to determine the Subcontractor's entitlement, if any, to extensions of time to the construction period of the Subcontract Works arising out of delays thereto. In the event of the Contractor, without good cause, not approving and signing the programme by due date, the said programme shall be deemed to form part of the Subcontract as if it had been approved and signed by the Contractor. The parties may mutually agree on revisions of the programme from time to time without prejudice to their rights under the first-mentioned approved programme.

8.3 The Subcontractor shall indicate in his programme the dates upon which the Contractor shall provide the facilities, services and goods described in the Appendix hereto to enable the Subcontractor's programme to be met. If the Contractor shall fail to provide such facilities, services and goods timeously to enable the Subcontractor's programme to be met, the Subcontractor shall be entitled to provide the same by his own workmen or by others and to be paid a reasonable remuneration in respect thereof, without prejudice to his other rights under this Subcontract.

9. TIME FOR COMPLETION

9.1 The whole of the Subcontract Works shall be completed within the Time for Completion stated in the Appendix and/or in accordance with the agreed programme between Main Contractor and Subcontractor calculated from the date of receipt by the Subcontractor of the order in writing in terms of Sub-Clause 8.1 hereof or from the date for commencement provided for in terms of Sub-Clause 8.1 hereof or within such extended time as may be allowed or may be provided for in terms of Sub-Clause 9.2 hereof, subject to any requirement in the Appendix hereto as to the completion of any section of the Subcontract Works before completion of the whole.

9.2 If the Subcontractor shall be delayed in the execution of the Subcontract Works:

9.2.1 by any circumstance or occurrence (other than a breach of this Subcontract by the Subcontractor) entitling the Contractor to an extension of his time for completion of the Works under the Main Contract;

9.2.2 by the ordering of any variation of the Subcontract Works to which Sub-Clause 9.2.1 hereof does not apply;

9.2.3 by any breach of this Subcontract by the Contractor;

then in any such event the Subcontractor shall, without prejudice to this Subcontract, be entitled to such extension of the Time for Completion as may in all circumstances be fair and reasonable, provided always that in any case to which Sub-Clause 9.2.1 or 9.2.2 hereof applies, it shall be a condition precedent to the Subcontractor's right to an extension of the Time for Completion that he shall have given written notice to the Contractor of the circumstance or occurrence which is delaying him. Provided that if any case to which clause 9.2.1 hereof applies, the Subcontractor shall give written notice to the Contractor of the circumstances or occurrence which is delaying him within 21 days of such delay first occurring. Failure on the part of the Subcontractor to fulfil this condition shall not affect his entitlement to extension of time if the Contractor should have been reasonably aware of the delay or have claimed for extension of time in terms of the Main Contract for the particular circumstances or occurrence.

9.3 None of the permanent Subcontract Works shall be performed on any of the special non-working days stated in the Appendix hereto, or outside normal working hours as defined in the Main Contract, except with the prior written consent of the Contractor.

10. PENALTY FOR DELAY

10.1 If the Subcontractor shall fail to complete the Subcontract Works or sections thereof within the Time for Completion prescribed in terms of Sub-Clause 9.1 hereof or the extended time allowed or provided for in terms of Sub-Clause 9.2 hereof, then the Subcontractor shall pay to the Contractor the sum stated in the Appendix hereto as a penalty for every day which shall elapse between the expiry of the aforesaid Time for Completion or extended time as provided for herein and the

GENERAL CONDITIONS OF SUBCONTRACT 2011

date of completion of the Subcontract Works. The Contractor may deduct the amount of the penalty from any monies owing to the Subcontractor in terms of this Subcontract Agreement.

10.2 The imposition of such penalty shall not relieve the Subcontractor of his obligation to complete the Subcontract Works or from any of his obligations and liabilities under this Subcontract.

10.3 If before the completion of the whole of the Subcontract Works any portion of the Subcontract Works has been approved or occupied by the Contractor and/or Employer the penalty for delay shall for any period of delay after such approval or occupation be reduced in the proportion which the value of the portion so approved or occupied bears to the value of the whole of the Subcontract Works, unless otherwise provided for by the Contractor in the Appendix hereto.

10.4 The Subcontractor shall be entitled to be paid the amount set out by him in the Appendix hereto for any delays occasioned to the Subcontractor through the breach of the Subcontract by the Contractor, without prejudice to any of the Subcontractor's other rights.

11. MAINTENANCE AND DEFECTS

11.1 The Defects Liability Period in respect of the Subcontract Works shall be stated in the Appendix hereto and shall be calculated from the date of practical completion of the Subcontract Works when the Subcontract Works or parts thereof have reached a stage which allows their use for the intended purpose without danger or undue inconvenience or from the date stated in the Appendix. The date of completion of the Subcontract shall be the date of issue of the Certificate of Completion for the Subcontract Works issued by the Contractor in accordance with clause 16 hereof.

11.2 If the Subcontractor, within a reasonable time of receipt of written notice from the Contractor, fails to make good any defect or omission in the Subcontract Works required by the Contractor and for which the Subcontractor is responsible, the Contractor shall be entitled to recover from the Subcontractor the cost of carrying out such work.

12. VALUATIONS AND PAYMENTS

12.1 The Subcontractor shall submit to the Contractor by the 10th (tenth) day of each month and in a form that the Contractor may reasonably require a monthly statement of the amount he claims in accordance with the provisions of this Subcontract and the provisions of the Main Contract. Only work approved by the Engineer and certified by the Engineer (Employer's Agent) in PROXA's claim may be claimed by the Subcontractor.

12.2 Unless stated otherwise in the Appendix, the Contractor shall pay to the Subcontractor within 3 working days of the Contractor receiving payment from the Employer of the amount of the valuation made by the Contractor in accordance with the provisions of this Subcontract and the Main Contract less the percentage retention stated in the Appendix hereto subject to the limit of Subcontract retention money stated in the Appendix hereto.

12.3 If part of the Subcontractor's claim is in dispute the amount not in dispute shall be paid to the Subcontractor in accordance with the provisions of this Subcontract, and any patent errors or omissions that may be discovered by the Contractor shall not be cause for delay in payment of the adjusted amount.

12.4 If, as stated in the Annexure, a Retention Money Guarantee is permitted and the Subcontractor elects to furnish it, the guarantee shall, at the cost of the Subcontractor, be executed by a Bank or Insurance Company in a form approved by the Contractor and shall be accepted in lieu of retention money until the aggregate of the retention monies which would, but for the guarantee, have been retained by the Contractor is equal to the aggregate liability of the Bank under the guarantee, whereafter the remaining portion of the retention money shall be retained by the Contractor as provided in Clause 12.2

GENERAL CONDITIONS OF SUBCONTRACT 2011

13. DETERMINATION

Should the Contractor's employment under the Main Contract be determined for what ever reason, the Subcontractor's employment under this Subcontract shall thereupon also determine.

14. CLAIMS

Notifications and claims procedures shall strictly follow the provisions of the Main Contract

15. SETTLEMENT OF DISPUTES

15.1 If any dispute or difference shall arise between the Subcontractor and the Contractor, either during the progress or after the completion of the Subcontract Works, or after the determination of the employment of the Subcontractor under this agreement, as to the construction of this agreement, or as to any manner or things arising thereunder, in the first instance an attempt shall be made to settle the dispute amicably. Should all attempts to settle the dispute or difference amicably fail, such dispute or difference shall be referred to the Contractor's Project Manager for his determination by written decision to the Subcontractor. The said decision shall be delivered within 14 days of the date of request and shall be final and binding upon the parties unless the Subcontractor, within 14 days of receipt thereof, by written notice to the Contractor disputes the decision, in which case the matter shall be referred to an adjudicator. Should the Contractor's Project Manager fail to deliver his decision within 14 days he shall be deemed to have given a decision rejecting the Subcontractor's contentions or claims. The adjudicator shall be appointed by agreement of the parties failing which by the President of the South African Federation of Civil Engineering Contractors upon request of the Subcontractor.

15.2 The opinion of the adjudicator shall be final and binding upon the parties for all disputes involving less than R500 000. For disputes involving amounts in excess of R500 000, should one of the parties, within 28 days of receipt of the opinion, express to the other in writing their dissatisfaction with the opinion, then that party may take the matter to arbitration and/or litigation, provided arbitration and/or litigation proceedings are instituted within a further 28 days. The opinion of the adjudicator shall take immediate effect and shall be maintained until such time as it may be overturned by arbitration and/or litigation.

15.3 If the matter is referred to arbitration, the arbitrator shall be a person agreed upon by the parties or, failing such agreement, appointed by the Chairman of the South African Association of Arbitrators upon the application of either party. Any such reference shall be deemed to be a submission to a single arbitrator in terms of the Arbitration Act (Act No. 42 of 1965 as amended) or any legislation passed in substitution therefore. The arbitration shall be conducted in accordance with the current rules for the conduct of arbitration as published by the South Africa Association of Arbitrators.

16. COMPLETION OF THE SUBCONTRACT WORKS

16.1 When the whole of the Subcontract Works have been substantially complete and have satisfactorily passed any tests prescribed by the Subcontract, the Subcontractor may give notice to that effect to the Contractor together with a written undertaking to finish with due expedition any outstanding works during the maintenance period. Within 14 days of receipt of such notice and undertaking, the Contractor shall issue a Certificate of Completion in respect of the Subcontract Works were substantially completed in accordance with the Subcontract, or alternatively issue the Subcontractor a list specifying all of the work necessary to be completed before the issue of such a certificate. The Contractor shall issue a Completion Certificate within 14 days of the completion, to his satisfaction, of the works specified. The works shall be deemed to be complete upon completion of the works specified if the Contractor, without good cause recorded in writing to the Subcontractor, fails to issue the Completion Certificate within the period stipulated.

16.2 No partial hand-overs will be granted.

16.3 The defects liability period stipulated in the Appendix shall commence upon the date of substantial completion as stated in the Certificate of Completion and one half of the retention monies shall be paid to the Subcontractor not later than 14 days after the expiry of the defects liability of the main Contract.

16.4 If a Performance Guarantee was provided by the Subcontractor, it shall be released within 14 days of the date of the Completion Certificate for the whole of the Subcontract Works.

GENERAL CONDITIONS OF SUBCONTRACT 2011

17. INDEPENDENT CONTRACTOR

Notwithstanding the provisions of section 200A of the Labour Relations Amendment Act, 2002, the Subcontractor warrants that he is an independent contractor, even though the Contractor may be the only entity for whom he has work.

All work carried out will be entirely under the control of the Subcontractor, except where it may be limited by the works of the Contractor

ANNEXURE A

SPECIAL CONDITIONS OF SUBCONTRACT

The Subcontract shall be accepted by both Parties to be a back-to-back arrangement with the Contractor. As such the Conditions of Contract and the Particular Conditions applicable to the Contractor shall be applicable *mutatis mutandis* to the Subcontractor.

- A. Accepted Subcontract Amount ... including VAT)
- B. The Subcontractor is required to submit a Health and Safety (H&S) file to PROXA for approval by the H&S Officer before commencing work on site.
- C. Work on site is prohibited until the Contractor grants written access to site to the Subcontractor
- D. All work must satisfy the contract requirements as set out in the project specifications, drawings, RFQ and as instructed on site by the Engineer's Representative (Employer's Agent Representative).
- E. Only work approved and certified by the Engineer's Representative (Employer's Agent Representative) will be paid for.
- F. The monthly report in the format required by the Engineer shall be provided to the Contractor by the Subcontractor by the 10th (tenth) day of every month during the term of the subcontract. Should the 10th fall on a non-working day it shall be submitted on the closest working day before the 10th of the month.
- G. The Subcontractor shall not employ any temporary workers except through the Contractor in terms of the Employer's requirements. The Subcontractor may deploy his own key and skilled workers to the works but shall not supply any unskilled workers other than those local workers employed in terms of the Employer's requirements.
- H. A breach of the employment procedures by the Subcontractor shall constitute a material breach of the Subcontract.

The Contractor undertakes that the only variation from the General Conditions of Subcontract are as set out hereunder, or alternatively as set out in the document attached hereto, marked "Special Conditions of Subcontract", as referred to hereunder:

Page	Clause
4	1.1.1.35 is amended by the replacement of the words "Main Contract means the GCC 2015 ..." with the words "Main Contract means the FIDIC Yellow Book 1999 ..."

Signed for and on behalf of the **CONTRACTOR** at

on this day of 20

.....
Signature

.....
Print Name

.....
Position

ANNEXURE B
SPECIAL CONDITIONS OF SUBCONTRACT
(Alterations by Subcontractor)

- NOTE:**
1. This Annexure shall be completed by the Subcontractor and shall form part of his Tender.
 2. Should the Subcontractor desire to make any departure from or modifications to the General Conditions of Sub- Contract, Special Conditions of Subcontract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or, alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.
 3. If no departures, modifications or qualifications are desired, the Schedule hereunder is to be marked NIL by the Subcontractor.

Notwithstanding any provision contained in the tender documents to the contrary, this Subcontract Tender is subject to the following conditions which shall be deemed to be expressly included in any Subcontract Agreement resulting from the acceptance of this Tender.

Page	Clause

Signed for and on behalf of the **SUBCONTRACTOR** at

on this day of 20

.....
 Signature

.....
 Print Name

.....
 Position

APPENDIX PART I

(Part I to be completed by the Contractor)

	Clause	
Description of Subcontract Work.....	2.1
Subcontract Price Adjustment:	6.8.2	NIL
Amount of Subcontract Surety.....		N/A
Minimum Amount of Third Party or Public Liability Insurance of Subcontract.....		N/A
Period within which or date by which Subcontract Works to be commenced.....	5.4	14 days/(date)
Facilities, Services or Goods to be provided by the Contractor to the Subcontractor.....		Free issue equipment and materials comprising:
Time for Completion..... (i) Time for Completion of Subcontract Works	5.5 days/months
Amount of Subcontract Penalty	5.13.1	R per calendar day
Will a proportional Reduction in Subcontract Penalty apply.....		Yes
Defects Liability Period	7.8.1	12 months from date of completion of Subcontract Works,
Percentage Retention Money	6.10.3	10 per cent.
Limit of Subcontract Retention Money	6.10.3	10 per cent.

Signed for and on behalf of the **CONTRACTOR** at

on this day of 20

.....
Signature

.....
Print Name

.....
Position

Appendix PART II

(PART II to be completed by the Subcontractor)

	Clause	
Charges by Subcontractor for Delays in Subcontract Works:		R / day
Daywork allowances (if not scheduled elsewhere).....	6.5 per cent on the remuneration of the workmen as defined in the Main Contract per cent on the cost of materials as defined in the Main Contract per cent on hire rates for plant and equipment as defined in the Main Contract unless named below: machine: R per hour machine: R per hour machine: R per hour
Supporting Details (any particulars which the Subcontractor considers necessary in support of his tender shall be set out here or attached hereto as here referred to).....	
Signed for and on behalf of the SUBCONTRACTOR at Signature
On this day of Print Name
..... 20.....	 Position

PROVISIONS OF MAIN CONTRACT TO APPLY TO SUBCONTRACT

- NOTE:**
1. Part I shall be filled in by the Contractor before inviting tenders.
 2. Part II shall be completed by the Subcontractor and the completed Schedule shall form part of his Tender.
 3. Items, which are not applicable, shall be marked NIL.

PART I (to be filled in by the Contractor)

Contract No: 297/2023

Brief Description of Main Contract Works: COMPLETION OF THE PORT ALFRED REVERSE OSMOSIS PLANT

Name of Employer: NDLAMBE LOCAL MUNICIPALITY.

Name of Contractor: PROXA SOUTH AFRICA (PTY) LTD

1. General Conditions of Main Contract:

The General Conditions of Contract of the Main Contract are:

FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN BUILD FOR ELECTRICAL AND MECHANICAL PLANT, FIRST EDITION 1999.

2. Special Conditions

Special Conditions of Main Contract to Apply to Subcontract:

All other than those specifically excluded by the Appendix Part I

3. Specification:

Portions of Specification of Main Contract to Apply to Subcontract Works: All

4. Drawings:

Drawings of Main Contract to Apply to Subcontract Works: Applicable drawings will be issued to the tenderers

6. Undertaking:

The Contractor hereby undertakes to make the documents specified in Items 2 to 5 above available to the Subcontractor not later than seven days before the closing date for the submission of this Subcontract Tender, failing which the Subcontractor shall not be bound thereby.

Signed for and on behalf of the **CONTRACTOR** at

on this day of 20

.....
Signature

.....
Print Name

.....
Position

PRO-FORMA SUBCONTRACT PERFORMANCE GUARANTEE

(The Performance Guarantee to be provided within 14 days after the award of the Subcontract)

We, the undersigned.....

Of

undertake to pay [*Name of the Contractor*] (the Beneficiary) the sum of R[*amount in figures and words*] (the Guarantee Amount) on the receipt of a first written demand for payment from the Beneficiary stating that the amount is due and payable by the Subcontractor in terms of the Subcontract Agreement between the Contractor and the Subcontractor.

Our liability under this Performance Guarantee is principal in nature and is not subject to any agreement. Our liability shall not be reduced or in any way affected by any alteration of the terms of the Subcontract, or any other agreement made between the Contractor and the Subcontractor.

We will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

This Performance Guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guarantee Sum.

This Performance Guarantee will expire on [Expiry date], or upon payment of the Guarantee Sum, whichever event occurs first, and no further claims will be considered.

FOR AND ON BEHALF OF THE GUARANTORS

at on this day of 20

AS WITNESSES:

1.

2.

ADDRESS:

.....

.....

.....

.....

.....

.....

FORM OF SUBCONTRACT TENDER

(Annexures A and B, the Appendix and the Schedule form part of the Tender)

Contract No. :

Short Description of Subcontract Works :

.....

To :

1. Having examined and, where applicable, completed the General Conditions of Subcontract, the Special Conditions of Subcontract in Annexure A, the Appendix, the Schedule hereto, the Schedule of Quantities and the Schedule of Rates and Prices (if any) for the execution of the above-mentioned Subcontract Works, I/we offer to construct, complete and remedy any defects in the Subcontract Works in conformity with such aforementioned documents, save as amended by the alterations set out in Annexure B hereto

for the sum of R.....(In words

.....) and/or the rates and prices stated in the Bill of Quantities and/or the Schedule of Rates and Prices (if any) or such other sum as may be ascertained in terms of the Subcontract.

2. In the event of there being any errors of extension or addition in the priced Bill of Quantities of the Subcontract Works, I/we agree to their being corrected, the rates being taken as correct.

3. Unless a closing date for the submission of this Subcontract Tender has been determined by you, the closing date shall be 12 noon on the day which is two days before the closing date of the main tender.

4. I/We agree to abide by this Subcontract Tender during the period stated in the Appendix hereto, from the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

5. After the submission of my/our Subcontract Tender, I/we shall only negotiate or discuss any variation, amplification, alternative or other aspect relating to the same, provided I/we have been informed that I/we are the only tenderer with whom you are negotiating or discussing any such variation, amplification, alternative or other aspect.

6. Unless otherwise agreed, my/our Subcontract Tender shall not be accepted in part only.

7. I/We undertake, if my/our Subcontract Tender is accepted, to commence the Subcontract Works within the period or by the date stated in the Appendix hereto and to complete and deliver the whole of the Subcontract Works comprised in the Subcontract within the time for completion stated in the Appendix hereto.

8. If my/our Subcontract Tender is accepted I/we will, when required and within the time stipulated, provide a Subcontract Performance Guarantee acceptable to you of an Insurance Company or Bank to be jointly and severally bound with me/us in a sum not exceeding 10% (ten per centum) of the above named sum for the due performance of the Subcontract under the terms of a Subcontract Performance Guarantee in the form attached hereto. The Guarantor(s) I/we propose is/are:

.....

.....

.....

FORM OF SUBCONTRACT AGREEMENT

This Subcontract is made and entered into between.....

.....

of.....

(hereinafter called the Contractor) of the one part;

and.....

.....

of.....

(hereinafter called the Subcontractor) of the other part,

SUPPLEMENTAL to an Agreement (hereinafter called the Main Contract) made or deemed to have been made between

.....

.....

(hereinafter called the Employer) of the one part and the Contractor of the other part,

WHEREAS the Contractor desires to have executed certain Subcontract Works, namely

.....

.....

which Subcontract Works form part of the Works comprised in and to be executed under the Main Contract and has accepted a Tender by the Subcontractor for the construction, completion and remedy of defects of such Subcontract Works;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this Subcontract words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of the Subcontract and the General Conditions of Main Contract hereinafter referred to.

2. The following documents shall be deemed to form this Subcontract and shall be read and construed in the following order of precedence:

- a) The Programme of Subcontract Works as and when agreed in accordance with Sub-Clause 8.2 of the General Conditions of Subcontract.
- b) This Form of Subcontract Agreement.
- c) The Letter of Acceptance.
- d) The Form of Subcontract Tender together with the documents forming part thereof as listed hereunder.
 - i) The Alterations by Subcontractor (Annexure B)
 - ii) The Special Conditions of Subcontract (Annexure A)
 - iii) The General Conditions of Subcontract
 - iv) The Appendix in Respect of the Subcontract
 - v) The Schedule of Provisions of Main Contract to Apply to the Subcontract
 - vi) The priced Bill of Quantities of the Subcontract Works
 - vii) The Schedule of Rates and Prices (if any) of the Subcontract Works
 - viii) The Form of Subcontract Performance Guarantee

FORM OF SUBCONTRACT AGREEMENT

e) The Conditions of the Main Contract together with all documents forming part thereof.

3. In consideration of the payments to be made by the Contractor to the Subcontractor as herein-after mentioned the Subcontractor undertakes to the Contractor to construct, complete and remedy any defects in the Subcontract Works in conformity in all respects with the provisions of the Subcontract.

4. The Contractor hereby undertakes to pay to the Subcontractor in consideration of the construction, completion and remedy of defects of the Subcontract Works the Subcontract Price at the time and in the manner prescribed by the Subcontract.

5. The parties hereto choose domicilium citandi et executandi for all purposes of this Subcontract at the respective addresses stated hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses: Signed in the presence of the subscribing Witnesses:

Signed for and on behalf of the **CONTRACTOR** at

on this day of 20.....

Address:

.....

Signature:	AS WITNESSES:
Print Name:	1
Position:	2

Signed for and on behalf of the **SUBCONTRACTOR** at

on this day of 20.....

Address:

.....

Signature:	AS WITNESSES:
Print Name:	1
Position:	2