



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400 DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

CONTRACT NUMBER: MHLM/WSIG/07/2023/24.

VOLUME 1: CONTRACT DOCUMENT

NAME OF BIDDER :

:

Prepared for:

Maquassi Hills Local Municipality
Private Bag X3
WOLMARANSTAD
2630
Tel: (018) 596 1067

Compiled by:

King and Associates Engineering & Project Managers
63 Smit Avenue
Flamwood, Klerksdorp
2571
Tel: 018 464 4482
Fax: 018 464 2384





MAQUASSI HILLS LOCAL MUNICIPALITY

Pressure testing of 4.5km of 400diameter OPVC pipeline and associated works

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

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PORTION 1: TENDER

Part T1 : Tendering Procedures



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

TENDERING PROCEDURES

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PORTION 1: TENDER

Section T1.1 : Tender Notice and Invitation to Tender



MAQUASSI HILLS LOCAL MUNICIPALITY TENDER NOTICE



MAQUASSI HILLS LOCAL MUNICIPALITY

INVITATION FOR PROSPECTIVE BIDDERS

Date: 23 April 2024

Prospective service providers with proven track records are invited to tender as follows:

<i>Tender No & Contact Persons</i>	<i>Bid Description</i>	<i>Availability of Documents & Non-Refunding Fee</i>	<i>Compulsory clarification Meeting</i>	<i>Closing Date & Time</i>	<i>CIDB Grading</i>
MHLM/WSIG/07/2023/2024	PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS	R 2000	<i>No compulsory meeting will be conducted. Bidders are advised to arrange their own site or to seek for any clarification relating to the tender from the Client and the Consultant.</i>	27 May 2024	<i>Minimum of 3CE</i>

The following documents are mandatory requirements upon submission:

- Company Registration Document (CIPC)
- SARS Tax Clearance Certificate (Valid, not Expired)
- Company Banking Details (Proof must be letter from Bank)
- Attach Mandatory Documents to score for Specific Goals
- Certificate of Unemployment Insurance Certificate
- Certification of Workmen's Compensation Certificate
- Curriculum vitae of the Health and Safety Officer
- Updated Company Profile
- Proof of Residence (Company and Director)
- CIDB Registration Certificate



The following evaluation criteria will be used:

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification) NB If completion certificate is issued by the Main Contractor also attach the Letter of Appointment of the main Contractor with the Client's stamp. - (35 points max) and contact details of Client	At least Five (5) completed (Installation of bulk water pipeline in the past 5 years)	35	Appointment letter & completion certificates
	At least four (4) completed (Installation of bulk water pipeline in the past 5 years.	20	Appointment letter & completion certificates
	At least four (3) completed Installation of bulk water pipeline in the past 5 years.	15	Appointment letter & completion certificates
	At least two (2) completed Installation of bulk water pipeline in the past 5 years.	10	Appointment letter & completion certificates
	Less than 2 projects completed	0	Appointment letter & completion certificates
Qualifications and experience of a site agent - (15 points max)	NQF Level 7 or Higher in Civil or Mechanical Engineering and at least 5 years' experience.	15	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil or Mechanical Engineering with SACPCMP and at least 5 years' experience in roads construction and rehabilitation.	10	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil or Mechanical Engineering with less than five (5) years' experience in roads construction and rehabilitation.	5	CV with Certified Copy of Qualifications to be attached
Experience of foreman - (10 points max)	5 or more years' experience in construction of bulk water supply	10	Curriculum Vitae to be attached
	3 to 4 years' experience in construction of bulk water supply	5	Curriculum Vitae to be attached
	1 to 3 years' experience in construction of bulk water supply	3	Curriculum Vitae to be attached
	No submission	0	None
Locality of Bidder or Joint Venture (15 points max)	Within Maquassi Hills Local Municipality	15	Municipal account
	Within District Municipality	12	Municipal account



	Within Province	8	Municipal account
	Outside Province	5	Municipal account
Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes (25 points - max)	Tenderer Own All Plant required for All roads construction projects:		
	Crane Truck– 4 points	4	Certified Copies of Plant Ownership documents to be attached
	Excavator – 4 points	4	
	Tipper Truck – 6 points	6	
	Water Tanker – 2 points	2	
	Pedestrian Roller – 2 points	2	
	LDV – 1 point	1	
	For ownership, please score extra 1 point per Plant type	6	Certified Copies of Plant Ownership documents to be attached
For hired Plant score 1 point for submission of the letter.	1	Letter of intent to supply with Plant.	

The functionality threshold score for qualifying bidders will be set as a minimum qualifying score of 70 points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (within Maquassi Hills Local Municipal)	5	Statement of Municipal Rates and Taxes of not more than Three Months	
Women	5	Identification Document	
People with Disability	5	Medical Report confirming disability	
Youth (18 to 35 Years of age)	5	Identification Document	

Maquassi Hills Local Municipality reserves the right not to accept the lowest or any other tender.

Please note that electronic or telegraphic tenders will not be accepted as at this time the necessary infrastructure to process such tenders are not in place.

NJ MBONANI

**ACTING MUNICIPAL MANAGER
 19 KRUGER STREET
 WOLMARANSSTAD
 2630**

MAQUASSI HILLS LOCAL MUNICIPALITY



PORTION 1: TENDER

Section T1.2 : Tender Data

MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is MAQUASSI HILLS LOCAL MUNICIPALITY.
1.2	The tender documents issued by the employer comprise two volumes. Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document. Volume 2: Book of Drawings contains the drawings listed in the Drawing Register bound in the front of that volume.
1.3	Replace the 2 nd paragraph of the clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.

1.4	<p>The Employer's agent is (also known as the Engineer): KING AND ASSOCIATES ENGINEERING & PROJECT MANAGERS 63 SMIT AVENUE FLAMWOOD KLERKSDORP 2571 Tel: (018) 464 4482 Fax: (018) 464 2384 e-mail: king@kinga.co.za Attention: Mr Samuel Mutambiranwa</p>
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB rating of 3CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the construction works "Civil Engineering" (CE) class of construction work with a grading designation 3CE or higher 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or higher.
2.2	<p>Add the following to the clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>An official compulsory clarification meeting and site visit will be held as follows:</p> <p>NOT APPLICABLE</p> <p>Tender documents will be made available after the clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>

2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in hardcopy by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	<p>No copies of the tender offer are required.</p>

2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Maquassi Hills Local Municipality</p> <p>Physical Address : Municipal Buildings 19 Kruger Street Wolmaransstad 2630</p> <p>Identification details : Contract no: MHLM/WSIG/07/2023/2024 PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	<p>A two-envelope procedure will not be followed.</p>
2.13.9	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p>

	<p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 Form T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 27 May 2024 12:00PM</p> <p>Location : Maquassi Hills Local Municipality Main Entrance Foyer 19 Kruger Street Wolmaransstad 2630</p>
2.16.1	<p>The tender offer validity period is 120 days.</p>
2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>

2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
2.23	<p>The following certificates / information are to be provided with the tender offer. Failure to submit the listed returnable documents will result in tender being classified non-responsive.:</p> <ul style="list-style-type: none"> a) Company Registration Document (CIPC) b) SARS Tax Clearance Certificate (Valid, not Expired) c) Company Banking Details (Proof must be letter from Bank)

	<p>d) Attach Mandatory Documents to score for Specific Goals, failure to submit will not lead to disqualification but will score zero (0) on Specific Goals</p> <p>e) Certificate of Unemployment Insurance Certificate</p> <p>f) Certification of Workmen’s Compensation Certificate</p> <p>g) Curriculum vitae of the Health and Safety Officer</p> <p>h) Updated Company Profile</p> <p>i) Attach Mandatory Documents to score for Specific Goals, failure to submit will not lead to disqualification but will score zero (0) on Specific Goals</p> <p>j) Proof of Residence (Company and Director)</p> <p>k) CIDB Registration Certificate</p>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 5 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	<p>Tenders will be opened immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not be followed.</p>
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
3.9.3	<p>Replace the contents of the clause with the following:</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made that particular tenderer.</p>
3.9.4	<p>Delete this clause.</p>
3.11	<p>Add the following new clause:</p> <p>Scoring preference</p>

	Up to $(100-W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the referencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed. Refer to the Employer's Preferential Procurement Policy appended to this section as Annexure A.
3.11.1	Method 4 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is: 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000.
3.11.7	The financial offer will be scored in terms of Formula 2 Option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.
3.18	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



PORTION 1: TENDER

Section T1.3 : Standard Conditions of Tender



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009).

END OF SECTION



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation,



allegiance or loyalty which would in any way affect any decisions taken.

The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2 Tender Documents

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

1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between



offers on a comparative basis

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

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

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.



1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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



1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

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

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.



2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.



Details of the meeting (s) are stated in the tender data.

2.8 Seek clarification

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

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers



- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal
-



the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the forms required, may be regarded by the employer as non-responsive.

2.15 Closing time

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



2.16 Tender offer validity

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture



agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

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



3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

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

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until five days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 Return late tender offers



Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

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

3.5 Two-envelope system

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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



3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders,



if it were to be rectified.

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

3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for;

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate
 - ii) and a quantity in bills of quantities or schedules of prices; or
 - iii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and **the rate shall be corrected**. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as



quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of tender offers

3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer, unless there are compelling and



justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

3.11.4 Method 3: Financial offer and quality



In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.5 Method 4: Financial offer, quality and preferences



In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.6 Decimal places



Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer; and

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and

A is the number calculated using the formula and option described in table 1 as stated in the tender data.

Table 1 – Formula for calculating the value of A^a

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers



are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration; and
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,



- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

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

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

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

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected



adjudicator at the same time as the main contract is signed.

3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

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

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions offender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION



Project No: MHLM/WSIG/07/2023/24

Part T2: Returnable Documents

Contents List

PORTION 1: TENDER

Part T2 : Returnable Documents



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

RETURNABLE DOCUMENTS

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PART T2.2	RETURNABLE SCHEDULES	T2.2.i

END OF SECTION



PORTION 1: TENDER

Section T2.1 : List of returnable documents



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/204

CIVIL WORKS

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) Company Registration Document (CIPC)
 - b) SARS Tax Clearance Certificate (Valid, not Expired)
 - c) Company Banking Details (Proof must be letter from Bank)
 - d) Attach Mandatory Documents to score for Specific Goals
 - e) Certificate of Unemployment Insurance Certificate
 - f) Certification of Workmen's Compensation Certificate
 - g) Curriculum vitae of the Health and Safety Officer
 - h) Updated Company Profile
 - i) Attach Mandatory Documents to score for Specific Goals
 - j) Proof of Residence (Company and Director)
 - k) CIDB Registration Certificate
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in SectionT2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



PORTION 1: TENDER

Section T2.2 : Returnable schedules



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

RETURNABLE SCHEDULES

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PART A

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



PART B

TERMS AND CONDITIONS FOR BIDDING

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



FORM T2.2.2 – DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....



3.8 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

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....



CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER

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



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

- Four (4) certified copies of recommendation letters from previous Employers on their letterheads should be attached regarding previous work done in order to qualify for points.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.4 - PRESENT COMMITMENTS

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

Construction Team Key Personnel

- I. Safety Officer with First Aid plus OHS (Construction Regulations) qualification
- II. 1 x Site Agent has NQF5 qualification/National Diploma (Technical)

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.6 - LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;



- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.



7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.



FORM T2.2.6 – LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.7 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

-
3. Does the Contractor have a health and safety policy? If yes, provide a copy. **YES / NO**
How is this policy communicated to all employees?

-
4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

-
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

-
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

-
8. Does the Contractor have a safety induction training program in place? If yes, provide a copy. **YES / NO**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.8 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract :

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- **Proof must be provided that equipment is owned by the company.**
- **Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.10 - SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

--	--

SIGNATURE OF TENDERER

DATE:

SITE VISIT

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____ 20 _____

--	--

FOR THE ENGINEER

DATE:



FORM T2.2.11 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by *:(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

a partnership, and attach hereto a certified copy of the required resolution by all partners

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

a joint venture, and attach hereto

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

--	--

SIGNATURE OF TENDERER

DATE:



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*

(delete whichever is not applicable for this tender).

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

*The applicable preference point system for this tender is the **80/20** preference point system.*

*Either the 90/10 or **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.*

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through



any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\frac{80/20}{Pt - P_{min}} \text{ or } \frac{90/10}{Pt - P_{min}}$$
$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\frac{80/20}{P_{max}} \text{ or } \frac{90/10}{P_{max}}$$
$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Female		5		
Youth		5		
Disability		5		
locally		5		
Non-Compliant Contributor		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;



- (b) *recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;*
- (c) *cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;*
- (d) *recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and*
- (e) *forward the matter for criminal prosecution, if deemed necessary.*

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... .....

1. Points awarded for Specific Goals

1.1

Specific Goals	Number of points (80/20 system)
<i>Female</i>	<i>5</i>
<i>Youth</i>	<i>5</i>
<i>Disability</i>	<i>5</i>
<i>Locally</i>	<i>5</i>
<i>Non-compliant contributor</i>	<i>0</i>



CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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)

1. I hereby undertake to supply all or any of the goods and/or services 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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. 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.
4. 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....



MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. 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 services 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.
10. 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 fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.



NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....



MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

5. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
6. An official order indicating service delivery instructions is forthcoming.
7. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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



SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
 14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
 15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
 16. 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 fulfillment of this contract.
 17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 19. I confirm that I am duly authorised to sign this contract.
-



NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
3.	.....
DATE:	.....



MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

8. I..... in my capacity as..... accept your bid under reference numberdated.....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
9. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <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.	Yes <input type="checkbox"/>	No <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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		



CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM T2.2.13 – TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

Each party to a Joint Venture shall submit a separate Tax Clearance Certificate.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.14 – CONTRACTOR'S CONSTRUCTION REGISTERS SERVICE NUMBER FOR CIDB GRADING

CONTRACTOR'S CRS NUMBER

--

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.15 – CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code :

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.16 – DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audialterampartemrule</i> was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



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



FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO:	THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:
51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the MAQUASSI HILLS LOCAL MUNICIPALITY to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from MAQUASSI HILLS LOCAL MUNICIPALITY or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

--	--

SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS



FORM T2.2.19 – RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated in paragraph F.3.11 of the Bid Data and the sections below

FUNCTIONALITY

Contractor is required to scores a minimum of **70** out of a maximum of **100 points** for functionality to qualify.

Functionality of responsive tenders is evaluated on the basis of the following criteria:

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification) NB If completion certificate is issued by the Main Contractor also attach the Letter of Appointment of the main Contractor with the Client's stamp. - (35 points max) and contact details of Client	At least Five (5) completed (Installation of bulk water pipeline in the past 5 years)	35	Appointment letter & completion certificates
	At least four (4) completed (Installation of bulk water pipeline in the past 5 years.	20	Appointment letter & completion certificates
	At least four (3) completed Installation of bulk water pipeline in the past 5 years.	15	Appointment letter & completion certificates
	At least two (2) completed Installation of bulk water pipeline in the past 5 years.	10	Appointment letter & completion certificates
	Less than 2 projects completed	0	Appointment letter & completion certificates
Qualifications and experience of a site agent - (15 points max)	NQF Level 7 or Higher in Civil or Mechanical Engineering and at least 5 years' experience.	15	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil or Mechanical Engineering with SACPCMP and at least 5 years' experience in roads construction and rehabilitation.	10	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil or Mechanical Engineering with less than five (5) years' experience in roads construction and rehabilitation.	5	CV with Certified Copy of Qualifications to be attached
Experience of foreman - (10 points max)	5 or more years' experience in construction of bulk water supply	10	Curriculum Vitae to be attached
	3 to 4 years' experience in construction of bulk water supply	5	Curriculum Vitae to be attached
	1 to 3 years' experience in construction of bulk water supply	3	Curriculum Vitae to be attached
	No submission	0	None



Locality of Bidder or Joint Venture (15 points max)	Within Maquassi Hills Local Municipality	15	Municipal account
	Within District Municipality	12	Municipal account

	Within Province	8	Municipal account
	Outside Province	5	Municipal account
Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes (25 points - max)	Tenderer Own All Plant required for All roads construction projects:		
	Crane Truck – 4 points	4	Certified Copies of Plant Ownership documents to be attached
	Excavator – 4 points	4	
	Tipper Truck – 6 points	6	
	Water Tanker – 2 points	2	
	Pedestrian Roller – 2 points	2	
	LDV – 1 point	1	
	For ownership, please score extra 1 point per Plant type	6	Certified Copies of Plant Ownership documents to be attached
	For hired Plant score 1 point for submission of the letter.	1	Letter of intent to supply with Plant.

--	--

SIGNATURE OF TENDERER

DATE:

END OF SECTION





PORTION 2: CONTRACT

Part C1 : Agreements and Contract Data



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/2024

CIVIL WORKS

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE.....	C1.1-1
PART C1.2	CONTRACT DATA	C1.2-1
	Annexure A: Form of Guarantee	

END OF SECTION



PORTION 2: CONTRACT

Section C1.1 : Form of Offer and Acceptance



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/2023/24

CIVIL WORKS

FORM OF OFFER AND ACCEPTANCE

OFFER

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

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... (in words); R.....(in figures)

/

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.



	(1)	(2)
Signatures	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Tenderer	_____	
	(Name and address of organisation)	
Name & signature of witness	_____	Date _____

Notes:

- The above to be completed by the **Tenderer**.
- Should the tenderer be a joint venture, the signatures of both parties are required)



- **ACCEPTANCE**

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

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the



Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

Name & signature of witness _____ **Date** _____



SCHEDULE OF DEVIATIONS

Notes :

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

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.



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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

Name & signature of witness _____ **Date** _____

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

Name & signature of witness _____ **Date** _____

END OF SECTION



PORTION 2: CONTRACT

Section C1.2 : Contract Data



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.



Clause	Contract Data
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 06 Months .
1.1.1.15	The Employer is MAQUASSI HILLS LOCAL MUNICIPALITY.
1.1.1.16	The Engineer means King and Associates or any representative nominated by the Company.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: MAQUASSI HILLS LOCAL MUNICIPALITY Municipal Buildings 19 Kruger Street Wolmaransstad 2630 Tel: (018) 596 1068 Fax: (018) 596 1555 The address and telephone number of the Engineer is: KING AND ASSOCIATES ENGINEERING & PROJECT MANAGERS



Clause	Contract Data
	63 SMIT AVENUE, FLAMWOOD KLERSDORP 2571 Tel: (018) 464 4482 Fax: (018) 464 2384
1.3.6	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.3	The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:



Clause	Contract Data
	<p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan that complies with Health and Safety Specification provided by the Municipality.</p>



Clause	Contract Data
	<p>The Contractor shall submit an approved Health and Safety Plan to the Engineer <u>within 14 days</u> from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.10.3	<p>Add the following new clause:</p>



Clause	Contract Data
	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following: The documentation required <u>before commencement with Works Execution</u> are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays which commencing on 16 December and ending 5 January.
5.12.5	Add the following new clause:



Clause	Contract Data
	<p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n) / 20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each</p>



Clause	Contract Data																																										
	<p>measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at NORTH WEST and shall be those used for calculating the extension of time for completion on account of abnormal rainfall. The following values of N_n and R_n shall apply:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Month</th> <th>R_n (mm)</th> <th>N_n(days)</th> </tr> </thead> <tbody> <tr><td>January</td><td>103,8</td><td>4</td></tr> <tr><td>February</td><td>93,0</td><td>3</td></tr> <tr><td>March</td><td>78,1</td><td>3</td></tr> <tr><td>April</td><td>43,1</td><td>1</td></tr> <tr><td>May</td><td>18,1</td><td>1</td></tr> <tr><td>June</td><td>7,6</td><td>0</td></tr> <tr><td>July</td><td>7,0</td><td>0</td></tr> <tr><td>August</td><td>8,3</td><td>0</td></tr> <tr><td>September</td><td>17,9</td><td>1</td></tr> <tr><td>October</td><td>49,4</td><td>2</td></tr> <tr><td>November</td><td>80,7</td><td>3</td></tr> <tr><td>December</td><td>99,8</td><td>3</td></tr> <tr><td>Total</td><td>607,0</td><td>21</td></tr> </tbody> </table>	Month	R_n (mm)	N_n (days)	January	103,8	4	February	93,0	3	March	78,1	3	April	43,1	1	May	18,1	1	June	7,6	0	July	7,0	0	August	8,3	0	September	17,9	1	October	49,4	2	November	80,7	3	December	99,8	3	Total	607,0	21
Month	R_n (mm)	N_n (days)																																									
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Total	607,0	21																																									
5.13.1	The penalty for failing to complete the Works by Contractual Completion date, is R2 500/day for projects below R 5 million.																																										
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>																																										



Clause	Contract Data
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	<p>The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 5.16.1.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>



Clause	Contract Data
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials is not allowed.</p>
6.8.4	<p>In line 6 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.</p>



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	The application of a Contract Price Adjustment factor will not apply to this Contract.



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	The name of the Contractor is: <hr/> <hr/>						
1.2.1.2	The address of the Contractor is: <hr/> <hr/>						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="background-color: #cccccc;">Type of Security</th> <th style="background-color: #cccccc;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i></td> <td></td> </tr> <tr> <td><i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i></td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i>		<i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i>	
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<i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i>							
<i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i>							

END OF SECTION



PORTION 2: CONTRACT

Part C1.2 : Contract Data

Annexure A: Form of Guarantee



(To be supplied on the official letterhead of "The Bank/Company")

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"
means:

Physical address:
.....

"Employer"
means: **MAQUASSI HILLS LOCAL MUNICIPALITY**

"Contractor"
means:

"Engineer" means: **KING AND ASSOCIATES ENGINEERING AND PROJECT MANAGERS**

"Works" means: Contract No : MHLM/WSIG/07/2023/24

"Site" means: LENGTH OF BULK WATER SUPPLY LINE UPGRADED BETWEEN BUISFONTEIN AND TSWELELANG (B)

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum"
means: The accepted amount inclusive of VAT of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R (Amount to be equal to 10% of the Contract Amount at the time that the Agreement comes into effect).

Amount in words:

"Expiry Date"
means: 14 Days after receipt of Certificate of Completion.



CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 2.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 2.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days



has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.



9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee to the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this _____ day of _____ 20____ at _____ (place)

GUARANTOR'S SIGNATORY

--	--

SIGNATURE GUARANTOR 1

NAME IN BLOCK LETTERS

--	--

CAPACITY GUARANTOR 1

SIGNED AT PLACE



SIGNATURE GUARANTOR 2	NAME IN BLOCK LETTERS

CAPACITY GUARANTOR 2	SIGNED AT PLACE

AS WITNESS

SIGNATURE WITNESS 1	NAME IN BLOCK LETTERS

SIGNATURE WITNESS 2	NAME IN BLOCK LETTERS

SIGNED AT PLACE	DATE
------------------------	-------------

END OF SECTION



PORTION 2: CONTRACT

Part C2 : Pricing Data



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

PRICING DATA

INDEX

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2.	Pay Items	C2.1-2
3.	Quantities	C2.1-3
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PORTION 2: CONTRACT

Section C2.1 : Pricing Instructions



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/2023/24

CIVIL WORKS

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

- Unit : The unit of measurement for each item of work in terms of the Scope of Work.
- Quantity : The number of units for each item.
- Rate : The payment per unit of work at which the tenderer tenders to do the work.
- Amount : The product of the quantity and the rate tendered for an item.
- Lump sum : An amount tendered for an item, the extend of which is described in (L.Sum) the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.



2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction (SABS 1200) is applicable, subject to the variations and amendments contained in section C3.4.2.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard 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 Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

3. QUANTITIES

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



3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. 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.

4. RATES

4.1 The prices and rates to be inserted in the Bill of Quantities are to be 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.

4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

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

4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.



- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

END OF SECTION



PORTION 2: CONTRACT

Section C2.2 : Bill of Quantities



Project No: MHLM/WSIG/07/2023/24
Part C3 : Scope of Works
Section C3.1 : Description of the Works

PORTION 2: CONTRACT

Part C3 : Scope of Works



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

SCOPE OF WORKS

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Project No: MHLM/WSIG/07/2023/24
Part C3.1: Scope of Works
Section C3.1 : Description of the Works

PORTION 2: CONTRACT

Section C3.1 : Description of the Works



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers Objectives

The Employer objective is to supply from Buisfontein to Tswelelang in order to supply water to the community.

C3.1.2 Overview of the Works

The scope of work entails the completion of works on an existing pipeline including completion of valve chambers along the Buisfontein-Tswelelang Pipeline.

- Site establishment
- Setting out of works
- The protection and realignment of existing services in co-operation with the concerned authority
- Dismantling, removal and reinstallation of existing fences in co-operation with the concerned property owners and CLO where instructed by the Engineer
- Clearing and Grubbing (Work to be done labour intensive construction methods)
- Traffic control
- Temporary deviations
- Mass earthworks (excavations)
- Removal and disposal of existing AC pipes under applicable regulations.
- Pipe laying, including bedding and blanket
- Pipe testing
- Construction of valve chambers and installation of valves and pipe work
- Backfilling of trenches
- Finishing off and reinstating of fences

C3.1.3 Summary of Works

1. Portion B – Completion of valve chambers



C3.1.4 Location of the Works

The contract will be executed on the existing Buisfontein-Tsweleng line adjacent to the R505 Provincial road between Witpoort and Tsweleng in the North West Province.



Figure 1: Project Location

END OF SECTION



PORTION 2: CONTRACT

Section C3.2 : Engineering



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

C3.2 ENGINEERING

C3.2.1 Employer's Design

The permanent works included in this contract has been designed by the Engineers on behalf of Maquassi Hills Local Municipality. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the Contract Data.

C3.2.2 Drawings

Drawings are bound in Volume 2 – Book of Drawings. A drawing list is included in Volume 2.

END OF SECTION



PORTION 2: CONTRACT

Section C3.3 : Procurement



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



PORTION 2: CONTRACT

Section C3.4 : Construction



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

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CIVIL WORKS

CONSTRUCTION

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Section	Description	Page No
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Section C3.4.1	Standard Specifications	C3.4.1-1

END OF SECTION



PORTION 2: CONTRACT

Section C3.4.1

Standard Specifications



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

PORTION 1: THE WORKS

SCOPE

This Project Specification is set out in portions. Portion 1 cover a general description of the Project, the facilities available and the requirements to be met. Portion 2 covers variation and additions to standardized/particular specifications that are applicable to the Contract.

PS1 GENERAL DESCRIPTION OF WORKS

The scope of work entails the completion of works on an existing pipeline including completion of valve chambers along the Buisfontein-Tswelelang Pipeline.

Plans refer:

Xxxxxxxxxxxx

xxxxxxxxxxx

PS2 DESCRIPTION OF SITE AND ACCESS

The contract will be executed on the existing Buisfontein-Tswelelang line adjacent to the R505 Provincial road between Witpoort and Tswelelang in the North West Province.

PS3 NATURE OF THE CONSTRUCTION SITE

The Contractor must ascertain himself with the access and condition of the construction site. Special attention must be taken regarding the restricted



PS4 site access & related controls.
DETAILS OF CONTRACT

The contract will encompass the following: -

- Clear and remove all debris and organic material from the construction terrain.
- Set-out of the scope of works.
- Excavate in all material to line-and-level.
- Shuttering, fixing of high tensile reinforcing, placing of strength concrete & finishing of foundations.
- Site clearance and de-establishment of Contractors equipment.
- Certification of completed work by the project manager, for payment of the Contractor by the Client;
- Retention inspection after twelve months; after the issuing of the completion certificate.

PS5 CONSTRUCTION PROGRAMME AND METHODS

In general the work may be programmed at the discretion of the Contractor, subject to the approval of the Employer. The whole of the works shall be completed without any undue delay in the shortest possible period.

The Contractor shall submit a detailed works programme within seven (7) days after being informed that the Contract is awarded to him. The programme shall set out a quick and systematic method of constructing the works to disrupt the normal flow of activities as little as possible.

In addition to a detailed working program the following information must also be submitted to the Client within fourteen (14) days of date of contract award:

- (a) Public Liability Insurance
- (b) Contractor's all-risk insurance to the value of the contract
- (c) All relevant Occupational Health & Safety documentation, as per Client specifications & requirements.

PS6 SITE FACILITIES AVAILABLE

PS6.1 Water Supply



The Contractor shall make his arrangements to extract construction water from a water mains point, as indicated by the Client on the site.

The Contractor shall comply with any measures regarding restrictions on the use of water laid down by the water supply authority from which water is directly or indirectly obtained.

PS6.2 Electricity

A temporary supply of electricity is to be arranged with the Client. The Contractor shall bear the full cost of any such temporary supply.

PS6.3 Contractor's office and storage area

The Contractor will be able to erect his offices, stores and storage camp for material on the site in a position indicated by the Client. The Contractor shall arrange for his own fencing and security of his campsite.

PS7 SITE FACILITIES REQUIRED

PS7.1 Sanitary and telephone facilities

The Contractor is to make use of the sanitary facilities identified by the Client. Cell phone facilities will be provided for by the Contractor at his own cost.

PS7.2 Engineers office

No office is required for the Engineer.

PS8 FEATURES REQUIRING SPECIAL ATTENTION

PS8.1 Existing services

The Contractor shall, in addition, determine whether telephone cables, electric cables and underground pipelines are present, prior to commencement of excavation operations, by contacting the Client. Care shall be taken that none of these underground services are damaged



in any way.

Care shall be taken that no visual overhead services or overhead pipelines or their supporting structures are damaged in any way.

Any damage to underground or visual overhead services or pipelines or supporting structures shall be repaired at the Contractors cost.

The Contractor shall expose all services before working in the vicinity.

PS9 APPLICABLE SPECIFICATIONS

The following standardized particular specifications shall form part of the Contract but are not bound in this document:

SANS 1200 A 1986	Section A: General
SANS 1200 AA 1986	Section AA: General (small works)
SANS 1200 AH 1986	Section AH: General (structural)
SANS 1200 C 1980	Section C: Site clearance
SANS 1200 DA 1988	Section DA: Earthworks (small works)
SANS 1200 G 1982	Section G: Concrete (structural)
SANS 1200 GA 1982	Section GA: Concrete (small works)

In addition, the following specifications shall also apply and form an integral part of this document:

SABS 0155 : ACCURACY IN BUILDINGS



PORTION 2: VARIATIONS AND ADDITIONS TO SPECIFICATIONS

STATUS

Should any requirement of the Project Specification conflict with any requirement of the standardized and particular specifications listed in Item PS9 preceding, the requirements of the Project Specifications shall prevail.

PSAA GENERAL (SMALL WORKS)

PSAA1 Employee accommodation

No housing is available for the Contractors employees and the Contractor shall make his own arrangements to transport them to the Site.

PSAA2 Setting out of the works (Sub-clause 5.1.1)

Special attention is drawn to the need for accurate setting out of the Works. It is the Contractor's duty to establish the correct dimensions, lines and levels.

PSAA3 Tolerances (Sub-clause 6.1)

The permissible deviation shall be for a PD Grade I, as per SANS 1200G Clause 6.2.3.

PSAA4 Access & access roads

The Contractor shall arrange for access permits with the Client, if applicable. The Contractor will ensure that he coordinate all work so that access roads and work areas of the Client is not obstructed.

PSAB ENGINEERS OFFICE (SMALL WORKS)

Not required.



PSAB1 Nameboard (Sub-clause 3.1)

Two project nameboards required

PSAB2 Office buildings (Sub-clause 3.2)

Contractor to provide for a site office and facilities as required.

PSAB3 Telephone (Sub-clause 4.1)

No telephone need be available for the specific use of the Engineer's Representative at the site office.

PSC SITE CLEARANCE

PSC1 Disposal of material (Sub-clause 3.1 and 8.2.1)

Material obtained from demolishing masonry and concrete work, free haul distance is 3km, shall be disposed of in areas indicated by the Client's engineer, project manager or relevant person authorized to manage the Contractor.

It shall be dumped, spread and levelled but need not be covered with other soil.

- PSE EARTHWORKS

PSE1 Clearing and grubbing: material to be spoiled as indicated by the Client's engineer, project manager or relevant person authorized to manage the Contractor and within a free haul distance of 3km.

PSE2 Excavations

Cut to spoil – spoil as directed by the Client.

All excavations are classified as "Restricted Excavations".

Excavation must be to the final dimensions.

Over-excavation of the vertical level will occur and must be backfilled to the required levels, ensuring that minimum base depth is maintained.

Compaction of the excavation bottom to 95% MADD by with a compaction rammer (workspace permitting).

- PSE3 Backfilling

Natural selected gravel G5 or better to be compacted in layers



not exceeding 150m, if required.

Compaction to 95% MADD at optimum moisture content.

PSG STRUCTURAL CONCRETE

PSG1 General

All concrete work shall comply with the standards and requirements as set out in the SABS 1200 G, GA & GB.

PSG2 Design of Concrete Mix

Accredited ready-mix concrete suppliers shall be utilized. Certificates of compliance of the delivered concrete (25MPa @ 28 days) shall be submitted by the Supplier.

The proposed Concrete Mix must not have a water/cement ratio greater than 0,7. To improve concrete workability, water reducing agents may be used instead of increasing cement (Sub-clause 3.5 SABS 1200G).

PSG3 Curing of Concrete (SABS1200G - Clause S.J.8)

Curing of concrete shall be as per good concrete practice, ie covering with plastic sheeting, continuous wetting of set concrete, etc



PSG4 Test Cubes

The cost of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Client's engineer, project manager or relevant person authorized to manage the Contractor.

The testing shall be undertaken by an accredited independent firm or institution nominated by the Contractor to the approval of the Client's engineer, project manager or relevant person authorized to manage the Contractor.

Rates of concrete testing must include all costs for test cubes. If ready-mix from an approved supplier is used, supplier must certify all concrete strengths delivered to site.

Min six test cubes to taken of each concrete batch delivered on site; tested @ 7 & 28 days.



PSG5 Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as “left in” or “permanent”), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as re-conditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to sides of bases, pile caps, ground beams; etc will only be measured where it is prescribed by the engineer for design reasons.

Formwork necessitated by irregularity or collapse of excavated faces will not be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in “Earthworks”

Classification of Finishes. Formwork will be classified in accordance with the surface condition required on the finished concrete. Such surface conditions are classified as follows and will be so scheduled:

Smooth. Imperfections such as small fins, bulges, irregularities, surface honeycombing, and slight surface discolorations shall be made good and repaired by approved methods. The finish of the concrete shall be accurate to Degree of Accuracy I.

Concrete edge Finishes. 20 or 25mm chamfers for all exposed vertical and horizontal edges.

Preparation of Formwork. Forms shall be erected with joints tight enough to prevent leakage of cement mortar.

Surfaces of forms (regardless of the material of which they are made) that are to be in contact with fresh (wet) concrete shall be treated with a coat of non-staining mineral oil or other approved material or, only in the case of timber forms, by thorough wetting of the surfaces with water, so as to ensure easy release and prevent adhesion of the formwork during stripping.



Re-use of Formwork. Before re-use, all formwork shall be reconditioned and all form surfaces that are to be in contact with the concrete shall be thoroughly cleaned.

Removal of Formwork. Formwork shall not be removed before the concrete has attained sufficient strength to support its own weight and any loads that may be imposed on it. SABS 1200G: Clause 5.2.5.2 refers and written approval must be issued by the Client's engineer, project manager or relevant person authorized to manage the Contractor.

PSG6 Smooth steel floated top surface of concrete

All exposed horizontal surfaces shall be smooth steel floated or as indicated by the Client's engineer, project manager or relevant person authorized to manage the Contractor.

PSG7 Reinforcement

Bending. Reinforcing bars shall be bent to the dimensions shown on the drawings and in accordance with SABS 82. All bars shall be bent cold and bending shall be done slowly, a steady, even pressure being used without jerk or impact.

Subject to the approval of the Client's engineer, project manager or relevant person authorized to manage the Contractor and provided that the bars do not depend for their strength on cold working, bars of diameter 32 mm or more may be bent hot.

Bars that are to be bent hot shall be heated slowly to a cherry red heat (not above 840 °C) and after bending, shall be allowed to cool slowly in air. Hot bars shall not be quenched with water.

Fixing. Steel shall, at the time of the placing of the concrete, be free from loose or powdery rust, scale, oil and other coatings that may reduce the bond between steel and surrounding concrete, affect the durability of the concrete, or initiate corrosion of the reinforcement.



If any substance other than water is used for lubricating the formwork, every precaution shall be taken to avoid contamination of the reinforcement by such substance.

Reinforcement shall be positioned as shown on the drawings and maintained in those positions within the tolerances given in SABS 1200G: clause 6.2.

It shall be secured against displacement by tying at intersections with annealed wire of nominal diameter 1,6 mm or 1,25 mm, or by the use of acceptable clips or, if permitted by the Client's engineer, project manager or relevant person authorized to manage the Contractor, by welding.

Reinforcement shall be supported in its correct position by means of hangers or saddles; and aligned by means of chairs and spacers of approved design.

Cover. Concrete cover to reinforcing shall be as indicated on drawings. Only commercially sourced cover blocks may be used. Concrete or plastic types (Joluka Manufacturing [+27 11 314 0795](tel:+27113140795) or similar)

Splicing. Splices or joints in reinforcing bars shall be made only as and where shown on the drawings or as otherwise approved.
Min splice length is 40x bar diameter.



PORTION 2: CONTRACT

Section C3.4.2

Variations and Additions to Standard and Particular Specifications



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

CONSTRUCTION

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C3.4.2	VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS	C3.4.2-II
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LIST APPLICABLE SPECIFICATIONS HERE

PSAB	Engineer's Office	C3.4.2-11
PSC	Site Clearance	C3.4.2-14
PSD	Earthworks	C3.4.2-16

END OF SECTION



MAQUASSI HILLS LOCAL MUNICIPALTY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

C3.4.2 VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 which conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.



MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES

The following variations and additions to the SANS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SANS 1200.

PSA	GENERAL
PSAB	ENGINEERS OFFICE
PSC	SITE CLEARANCE
PSD	EARTHWORKS



PSA GENERAL (SANS 1200A)

PSA 2.7 SPECIFICATION DRAWINGS

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA 3.1 QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA 4.3 PLANT

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA 5.1 SURVEY

PSA 5.1.1 SETTING OUT OF THE WORKS

Survey control pegs will be indicated to the Contractor. These pegs must be protected by the Contractor and used for setting out of the works. The Contractor shall be responsible for all setting out the works.



PSA 5.9 INSTRUCTIONS BY THE ENGINEER

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA 5.10 SITE MEETINGS

The Contractor **and** his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract, which any of the parties represented, may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

PSA 7 TESTING

PSA 7.5 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.

PSA 7.6 *The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.*



PSA 7.7 *The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.*

PSA 8.2 PAYMENT

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted to the client.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such day works.



PSA 8.2.1 FIXED-CHARGE AND VALUE RELATED ITEMS

- a) Preparation of Health and Safety Plan Unit: Sum
The sum shall cover all costs involved in the preparing the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.
- b) Health and Safety Training Unit: Sum
The sum shall cover all costs involved in preparation of the all necessary Health and Safety Induction Training materials required from the training of the Contractor's employees, Subcontractors and all visitors to the Works.
- c) Personal Protective Clothing and Equipment Unit: Sum
The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Subcontractors and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- d) Fences, Signs and Barricades Unit: Sum
The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).
- e) Establishment of Safety Administration Unit: Sum
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the establishment of the Health and Safety File.
- f) Other Health and Safety Fixed-charge Obligations Unit: Sum
The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this



specification and that are not specifically covered in 10.2.1(a), (b), (c), (d) or (e).

PSA 8.2.2 TIME RELATED ITEMS

- a) Implementation and maintenance of Health and Safety Plan ... Unit: Sum
The sum shall cover all costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following:
- 1) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
 - 2) Updating the Health and Safety Plan as needed,
 - 3) Carrying out of periodic audits and follow-up audits,
 - 4) Compiling on-going risk assessments and risk assessment reports as required by the Works,
 - 5) Convening of regular safety meetings with the Safety Representatives,
 - 6) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
 - 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- b) Implementation and maintenance of Training Unit: Sum
The sum shall cover all costs involved in the implementation of the induction training of the Contractor's employees, Subcontractors and all visitors to the Works.
- c) Maintenance of Personal Protective Clothing and Equipment ... Unit: Sum
The sum shall cover all costs involved in maintenance, repair or replacement of personal protective clothing required by the Contractor's employees or Subcontractors and all visitors to the Works.
- d) Maintenance of Fences, Signs and Barricades Unit: Sum
The sum shall cover all costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The



rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.

- e) Implementation and maintenance of Safety Administration Unit: Sum
The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.
- f) Other Health and Safety Time-related Obligations Unit: Sum
The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 10.2.2(a), (b), (c), (d) or (e).

PSA 8.5 SUMS STATED PROVISIONALLY

PSA 8.5.1 Contingencies

An amount of 10% of the construction cost had been allowed for Contingencies in the Summary of Schedules. No percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

PSA 8.5.2 Materials for Day works

A Provisional Sum has been included in Schedule 1 for materials to be used during the execution of day works. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the materials used during the execution of the day works by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing day works.



PSA 8.5.3 Royalties for Borrow Materials

A Provisional Sum has been included in Schedule 1 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 48(2) of the Conditions of Contract.

PSA 8.5.4 Contract Price Adjustment

Not allowed for projects with duration of less than 6 months.

PSA 8.5.5 Relocation of existing Services

Where fences or poles fall within the pipeline route and need to be moved, the relevant property owner of applicable authority is to be notified before such action is taken. Existing structures are to be dismantled and relocated to a new position as indicated on the plans and approved by the engineer. The structures are to be re-assembled in their new position to the satisfaction of the owners or applicable authority, or such relocation is to be performed by the applicable authority. The Contractor will be reimbursed for such works at the tendered rate and will remain responsible for the reimbursement of the party executing such works.

A Provisional Sum has been allowed in Schedule 1 for reimbursement (if any) to the applicable authority for repair work to and/or relocation of existing services in the event of such being required due to construction of the Works. In addition to the above-mentioned amount, provision is made in Schedule 1 for a mark-up on the payments made by the Contractor to the applicable authorities in this regard. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided in clause 48(2) of the Conditions of Contract.

PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Artisan and Skills Training



When required, and where insufficient skills are currently available within the identified communities or from local sub-contractors, the Engineer may, after due consideration and subject to budget constraints, authorise, in writing, the training of local labour in specific trades or other skills for direct employment on the Works or as local sub-contractors. Such training shall be carried out by specialists and shall be consistent with standards that are approved at industry level, such as training provided by CEITS or by the APEX Training Centre, or by training organizations that are certified by these bodies. The cost of this training shall be borne by the Employer, and the Contractor will be compensated for actual costs incurred in this regard under the Prime Cost item that has been included for this purpose in Schedule 1.

A Prime Cost Item has been included in Schedule 1 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA 8.6.2 Acceptance Control Testing of Earthworks, Pipe work, Coatings and Linings

A Prime Cost Item has been included in Schedule 1 for acceptance control testing of items ordered by the Engineer to be undertaken by a commercial laboratory or other specialists. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.



PSA 8.6.3 Salary for Labour Desk Officer

A Prime Cost has been included in Schedule 1 for a salary to be paid to the Labour Desk Officer at R 6000-00 per month. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA 8.6.4 In House Training

The contractor shall, at all times, facilitate the transfer of skills from his permanent or key personnel, in their specific fields, to untrained or unskilled temporary employees on the contract.

Alternatively, under similar conditions and subsequent to due evaluation of all relevant factors, the Engineer may authorise, in writing, that in-house training of local labour be executed by the Contractor utilising the services of approved skilled key-personnel or artisans in his employ. The Contractor shall tender rates for such training, inclusive of all training materials, construction materials (pipes, fittings, brick, sand, cement etc.) and small tools. Payment will be made to the Contractor as provided in Schedule 1 of the Schedule of Quantities.

PSA 8.6.5 Health and Safety Officer

A provisional sum has been allowed to cover the cost for the remuneration of the Employer's Health and Safety Officer.

The sum will be utilised for payment to the Health and Safety Officer employed by MAQUASSI HILLS LOCAL MUNICIPALITY.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Location and protection of existing services:

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways.....Unit: m³
- (b) In all other areasUnit: m³



The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density.

The bid rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

PSA 10 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA11 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 37 of the General Conditions of Contract.

END OF SECTION



PSAB ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUB-CLAUSE 3.1 OF SANS 1200AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards specified in the Project Specifications, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decorating and detail, and the requirements described hereunder."

PSAB 3.2 OFFICE BUILDING(S)

The Contractor shall provide and erect one office for the Engineer in accordance with Sub clause 3.2, in the position indicated by the Engineer.

A concrete floor will be permitted for the office provided that it is covered by linoleum.

all windows in the office shall be fitted with blinds and burglar proofing over the entire glazed area and with fly screens over the openings.

PSAB 3.3 LATRINE AND ABLUTION FACILITY

The Contractor shall provide, maintain and service one ablution room for the exclusive use of the Engineer.

The room shall be constructed as specifies for the Engineer's office, but shall be at least 4m² in size and fitted with one flush toilet and one hand washbasin.

PSAB 3.5 PROTECTIVE CLOTHING

The Contractor shall provide and replace when necessary four sets of safety helmets and rubber wellington boots (of size as required) to members of the Engineer's site staff and his visitors.



PSAB 4 PLANT

PSAB 4.2 PARKING FACILITIES

A lean-to carport for two cars, giving protection from the sun, wind and rain, and with a ground surface that is neither dusty nor muddy, shall be provided in a position adjacent to the Engineer's office for the exclusive use of the Engineer.

PSAB 4.3 TELEPHONE

The Contractor shall, subject to availability, install a telephone in the Engineer's office. The telephone shall have its own line to the exchange, separate from that of the Contractor's telephone, and shall be fitted with a lock. A cellular telephone is an acceptable alternative if the Contractor accepts responsibility for the additional cost of the Engineer's official telephone calls both from and to the Site.

The Contractor shall provide and maintain a fax machine at his camp site and allow for its use during normal working hours by the engineer for official purposes.

The Contractor shall settle the accounts for all costs of installation, rental and official telephone calls and faxes during the construction period.

PSAB 4.4 PHOTOCOPYING MACHINE

The Contractor shall provide, maintain and service one A3 size photocopying machine in the Engineer's office together with an adequate supply of paper of A3 and A4 sizes.

PSAB 5 CONSTRUCTION

PSAB 5.1 SITE INSTRUCTION BOOK

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on site and shall be accessible to both Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving



notification in writing of inspections, drawings, etc, required by the Contractor, and

- b) by the Engineer for the purpose of writing day to day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.1 TELEPHONE NAD FAX MACHINE

Notwithstanding the requirements of clause 5.4 the Contractor shall be responsible for the costs of all official telephone and fax calls made by the Engineer to a maximum of R5 000-00 for the full construction period, as well as the costs of the installation and rental and for the provision of materials for the fax machine.

The provisional sum under Item 1.5.1 provides for the payment of the cost of calls that exceeds R5 000-00, and in addition, a commission on the amount paid under Item 1.5.1, will be paid under Item 1.5.2.

PSAB 8.2 PHOTOCOPYING MACHINE

The cost of installation and usage of the photocopying machine will be deemed to be included in the sums tendered for items 1.1 and 1.3. The cost of paper only will be paid under item

END OF SECTION



PSC **SITE CLEARANCE**

PSC 3 **MATERIALS**

PSC 3.1 **DISPOSAL OF MATERIAL**

ADD THE FOLLOWING:

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

PSC 5 **CONSTRUCTION**

PSC 5.1 **AREAS TO BE CLEARED AND GRUBBED**

ADD THE FOLLOWING:

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

PSC 5.2 **CUTTING OF TREES**

PSC 5.2.3 **Preservation of trees**

PSC 5.2.3.2 **Individual trees**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 000,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily and without prior instruction from the Engineer.

PSC 5.5 **RECLEARING OF VEGETATION**

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing 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 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metres to the nearest square metre or, "

PSC 8.2.12 Remove water, silt, debris and unsuitable soil, transport to spoil site furnished by Contractor and keep excavations free of waterUnit: m³

The tendered rate shall include full compensation for removing silt, debris and unsuitable soil and for loading and transporting the material to spoil sites furnished by the Contractor. The Contractor shall furnish a survey and Digital Terrain Model (DTM) of the areas after topsoil has been removed. Payment will only be made on the basis of the DTM after verification by the Engineer. The rate shall also include for all costs relating to dewatering the dams, keeping them dry and temporary diverting sewer to other portions of the site."

END OF SECTION



PSD EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 Any of the other SANS 1200 specifications may form part of the Contract documents."

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

ADD THE FOLLOWING DEFINITIONS:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected sub grade level.

Fill (material): Material used for the construction of an embankment or terrace

Roadbed: The natural *in situ* material on which the fill or, in the absence of fill, the pavement layers are constructed"



PSD 3 **MATERIALS**

PSD 3.1 **CLASSIFICATION FOR EXCAVATION PURPOSES**

PSD 3.1.1 **Method of classifying**

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall inform the Engineer immediately if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.1.2 **Classes of excavation**

DELETE THIS SUBCLAUSE AND REPLACE WITH THE FOLLOWING:

"The excavation of material shall be classified as follows for purposes of measurement and payment:

a) Soft excavation

Soft excavation shall be excavation in material which can be efficiently removed with a pick and shovel.

b) Intermediate excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed with a pick and shovel and in which blasting or drilling and wedging is not required. It shall therefore be material which can be removed by machine.

c) Hard rock excavation

Hard rock excavation shall be excavation in material which cannot be removed without blasting or without wedging and splitting.

d) Boulder excavation

Boulder excavation shall be the removal of boulders smaller than 0,01 m³ which can be efficiently removed by hand.

The Engineer's determination of the classification of the excavation shall be final and binding."



PSD 3.2.1 Material suitable for embankments and terraces

REPLACE THE CONTENTS OF SUBCLAUSE (a) (b) and (c) WITH THE FOLLOWING:

- (a) Material with a minimum CBR of 15 at 93% of modified AASHTO density;
- (b) Hard or rock material having a maximum dimension of 37.5mm;
- (c) Both clay or clayey material of liquid limit exceeding 40 or PI exceeding 18 (or both), and rock or boulders having a maximum dimension greater than 37.5mm.
- (d) Material with a oversize index = 0;
- (e) Shrinkage product of 100 - 240.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 Selection in borrow pits provided by the Contractor



Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 4 PLANT

PSD 4.4 DETECTORS

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub clause 5.4 of SANS 1200 A and sub clause 5.1.2 of SANS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2003".

PSD 5.1.1.3 Explosives



REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the requirements of the Explosives Act, 1997 (Act No 83 of 1997) and all other legislation and regulations as may be applicable to blasting and the use of explosives.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before blasting operations commence.

- (e) When there is a possibility of damage to power and telephone lines or any other services or property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures (eg cover-blasting) to reduce the risk of damage.
 - (f) All accidents, injury to persons and animals and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
 - (g) The Engineer shall be given 24 hours notice by the Contractor before each blasting operation is carried out.
 - (h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good, at his own expense,
-



any additional excavation necessitated by the shattering of rock in excess of any over break allowances specified in the Project Specifications or given on any Drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of sub clause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 90% Mod AASHTO density; and
- (b) In all other areas: 93% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub clause PSD 8.3.8.1.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub clause 8.3.6.1 of SANS 1200 DB (as amended)."



PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

Further to the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to at least 90% of modified AASHTO density, or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.



Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at the such sites will be made in accordance with the provisions of sub clause PSD 8.3.15."

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which they said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.



When required, or when ordered by the Engineer, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of sub clause PSD 8.3.14."

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of sub clause PS 8.2.1 of Portion 1 of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."



PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.3 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUBITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2.1 – 5.2.2.3 (inclusive)" AT THE END OF SUBCLAUSE (a) WITH "in sub clauses 5.2.2.1 to 5.2.2.5 (inclusive)".

PSD 8.3.4 Importing of materials

DELETE SUBITEM (a) OF 8.3.4.

PSD 8.3.6 Overhaul

DELETE SUBCLAUSE 8.3.6.

PSD 8.3.8 Existing services

PSD 8.3.8.1 Location

REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:

"8.3.8.1 Hand excavation for locating and exposing existing services:

(a) In roadways Unit: m³

(b) In all other areas Unit: m³



The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of sub clause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid for in terms of SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations."

PSD 8.3.10 Top soiling

CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

ADD THE FOLLOWING

"PSD 8.3.14 Extra over items PSD 8.3.2.(a)(1) and PSD 8.3.3 for temporary stockpiling Unit: m³

The unit of measurement shall be the cubic metre of material from necessary excavations, temporarily stockpiled by the Contractor on the instructions of the Engineer, before being used in embankments or backfill. Measurements shall be taken in place in compacted embankment or backfill as the case may be.



The tendered rate shall include for the costs, additional to those provided for in PSD 8.3.2(a)(1) and PSD 8.3.3, of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting from the stockpile, regardless of haul distance.

Payments to the Contractor under this item will only be made in respect of that material stockpiled on the instructions of the Engineer (which instruction shall state specifically that payments for such stockpiling will be paid for under this item) and no payments will be made to the Contractor under this item in respect of materials stockpiled by the Contractor on his own volition, nor for materials necessarily stockpiled by the Contractor in consequence of the sequence of operations adopted by him in the course of executing the works, whether such stockpiling was avoidable or otherwise.

PSD 8.3.15 Layers and embankment widening using material from designated borrow pits or excavations:

- (a) G7 fill material as specified, compacted to 93% of modified AASHTO density Unit: m³

The unit of measurement shall be the cubic metre and the quantity will be calculated from the authorised dimensions of the compacted layers.

The tendered rates shall include full compensation for excavating the material as if in soft material for loading, all haul from source provided by the Contractor, off-loading, spreading, watering, mixing, breaking down and compacting the layer."

No overhaul will be paid on material for the purposes of this Contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSD 8.3.16 Extra over item 8.3.15 for obtaining material from commercial sources or borrow pits provided by the Contractor Unit: m³

The tendered rate shall include full compensation for the additional cost of finding a suitable source of material, for procuring the material and paying all royalties or other charges to the owner of the source, for transporting the material to the point of use regardless of the distance hauled and for excavating in intermediate, hard or boulder material as required.

PSD 8.3.17 Final finishing and cleaning up of the site of the works..... Unit: sum



The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing storm water inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor."

END OF SECTION



PORTION 2: CONTRACT

Section C3.4.3 : Particular Specifications

MAQUASSI HILLS LOCAL MUNICIPALITY

PRESSURE TESTING OF 4.5KM OF 400DIAMETER OPVC PIPELINE AND ASSOCIATED WORKS

PROJECT NO: MHLM/WSIG/07/2023/24

CIVIL WORKS

PARTICULAR SPECIFICATIONS

PA	Terms and Conditions for Labour Intensive Work	C3.4.3.1
PB	Trimming of Site	C3.4.3.15
PC	Maintenance of Site.....	C3.4.3.16
PD	Occupational Health and Safety	C3.4.3.18
PE	Slip-lining of Pipelines	C3.4.3.19

END OF SECTION



PA TERMS AND CONDITIONS FOR LABOUR INTENSIVE WORK

PA 1. INTRODUCTION

- PA 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- PA 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency of contractor that hires workers to work in elementary occupations on a SPWP;
 - (c) "worker" means any person working in an elementary occupation on a SPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
 - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

PA 2. TERMS OF WORK

- PA 2.1 Workers on a SPWP are employed on a temporary basis.
- PA 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- PA 2.3 Employment on a SPWP does not qualify as employment, as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

PA 3. NORMAL HOURS OF WORK

- PA 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- PA 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- PA 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.



PA 4. MEAL BREAKS

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PA 4.1 An employer and worker may agree on longer meal breaks.

PA 4.2 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

PA 4.3 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

PA5. SPECIAL CONDITIONS FOR SECURITY GUARDS

PA 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PA 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

PA 6. DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

PA 7. WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by worker during their ordinary hours of work ("emergency work").

PA 8. WORK ON SUNDAYS AND PUBLIC HOLIDAYS

PA 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

PA 8.2 Work on Sundays is paid at the ordinary rate of pay.

PA 8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

PA 8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;



- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

PA 9. SICK LEAVE

- PA 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- PA 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- PA 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- PA 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- PA 9.5 An employer must pay a task-rated worker's daily task rate for a day's sick leave.
- PA 9.6 An employer must pay a time-rated worker the worker's daily task rate for a day's sick leave.
- PA 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- PA 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
(b) absent from work on more than two occasions in any eight-week period.

- PA 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- PA 9.10 A worker is not entitled to paid sick-leave for a work-related injury of occupational disease for which the worker can claim Compensation under the compensation for Occupational Injuries and Diseases Act.

PA 10. MATERNITY LEAVE

- PA 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- PA 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- PA 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- PA 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- PA 10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
(b) on an earlier date –
(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
(ii) if agreed to between employer and worker; or
(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

- PA 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.



PA 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty four months employment, unless the SPWP on which she was employed has ended.

PA 11. FAMILY RESPONSIBILITY LEAVE

PA 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

PA 12. STATEMENT OF CONDITIONS

PA 12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

PA 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

PA 12.3 An employer must supply each worker with a copy of these conditions of employment.

PA 13. KEEPING RECORDS

PA 13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

PA 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

PA 14. PAYMENT

PA 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.



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- PA 14.2 A task-rated worker will only be paid for tasks that have been completed.
- PA 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- PA 14.4 A time-rated worker will be paid at the end of each month.
- PA 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- PA 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- PA 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- PA 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- PA 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

PA 15. DEDUCTIONS

- PA 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- PA 15.2 An employer must deduct and pay to the SA Revenue Service any income tax that the worker is required to pay.
- PA 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- PA 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

PA 16. HEALTH AND SAFETY

- PA 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- PA 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;



- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

PA 17. COMPENSATION FOR INJURIES AND DISEASES

- PA 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- PA 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- PA 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- PA 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

PA 18. TERMINATION

- PA 18.1 The employer may terminate the employment of a worker for good cause after following fair procedure.
- PA 18.2 A worker will not receive severance pay on termination.
- PA 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- PA 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- PA 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

PA 19. CERTIFICATE OF SERVICE

- PA 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

PA 20. EXCAVATION



TABEL 1: CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PA 20.1 Trench excavation

All hand excavated material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PA 20.2 Compaction of backfilling to trenches (areas not subject to traffic)

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

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



PA 20.3 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

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

PA 21. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PA 22. Shaping

All shaping shall be undertaken by hand.

PA 23. Loading

All loading shall be done by hand, regardless of the method of haulage.

PA 24. Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

PA 25. Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PA 26 Spreading

All material shall be spread by hand.

PA 27 Compaction



Small areas may be compacted by hand provided that the specified compaction is achieved.

PA 28. Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PA 29. Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

PA 30. Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

PA 31. LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

PA 31.1 Precedence

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

PA 31.2 Hand excavatable material

Hand excavatable material is material:



(a) granular materials:

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

(b) cohesive materials:

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

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



PA 32. TRAINING

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 2: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads Storm water Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-intensive Construction System and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} any of these 3 unit standards
		Use Labour-intensive Construction methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-intensive Construction processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			



EMPLOYEMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

PA 32.1 Requirements for the sourcing and engagement of labour.

PA 32.1.1 Unskilled and semi-skilled labour require for the execution of all Labour-intensive works shall be engaged strictly in accordance with Prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

PA 32.1.2 The rate of pay set for the EPWP is R90-00 per task or per day.

PA 32.1.3 Tasks established by the contractor must be such that:

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.

PA 32.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

PA 32.1.5 The Contractor shall through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:

- (a) where the head of the household has less than a primary school education;
- (b) that have less than one full time person earning an income;
- (c) where subsistence agriculture is the source of income.
- (d) Those who are not in receipt of any social security pension income.

PA 32.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- (a) 60% women;
- (b) 20% youth who are between the ages of 18 and 25 and;
- (c) 2% on persons with disabilities.



PA 32.2 Specific provisions pertaining to SANS 1914-5

PA 32.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

PA 32.2.2 Contract participation goals

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the Employment provided to targeted labour to be quantified.

PA 32.2.2.1 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programme.

PA 32.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

PA 32.2.4 Variations to SANS 1914-5

PA 32.2.4.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

PA 32.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to target labour.

PA 32.3 Training of targeted labour

PA 32.3.1 The contractor shall provide all the necessary on-the job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.



- PA 32.3.2 The cost of the formal training of target labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically as possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 325 8625/EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- PA 32.3.3 The contractor shall do nothing to dissuade target labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- PA 32.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.
- PA 32.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

END OF SECTION



TRIMMING OF SITE

PB TRIMMING OF SITE

PB1 SCOPE

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

PB2 REQUIREMENTS

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from cleaning operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

PB3 Measurement and Payment

Measurement and payment for complying with the above requirements will not be made separately and would be regarded as being provided for in full by relevant payments items under 1200 A – General.

END OF SECTION



MAINTENANCE OF SITE

PC MAINTENANCE OF SITE

PC1 MAINTENANCE DURING CONSTRUCTION

From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

PC2 MAINTENANCE OF COMPLETED WORK

Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

PC2.1 Work During Period of Maintenance

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

PC3 MEASUREMENT AND PAYMENT

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payments is made in terms of the Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.



The retention monies as set out in the General Conditions of Contract, Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract.

END OF SECTION





MECHANICAL SPECIFICATION
FOR CHAMBER PIPEWORK

MANUFACTURE AND SUPPLY OF VALVES

SCOPE

The section of the Specification includes the manufacture, testing and supply of valves for the conveyance of raw or potable water at ambient temperatures in pipes under pressure.

STANDARDS

The most recent issues of the following standard specifications will apply for the purpose of this Specification.

SABS 144	:	Cast-iron single door reflux valves
SABS 191	:	Cast steel gate valves
SABS 192	:	Cast steel single door reflux valves
SABS 664	:	Cast iron gate valves for waterworks
SABS 665	:	Cast iron gate valves for general purposes
BS 5155	:	Cast iron and carbon steel Butterfly valves
ISO 2441	:	Pipeline flanges for general use – shapes and dimensions of pressure tight surfaces
SABS 1123	:	Steel pie flanges
SIS 05 5900	:	Pictorial surface preparation standard for painting steel surfaces

MATERIALS

Sluice Valves

The valve body, bonnet, thrust dome, gate and glands shall be cast iron or cast steel as specified and depending on the required test pressures.

Body and gate sealing rings shall be of bronze, gunmetal or stainless steel. RSV gate shall be nitrile rubber covered, and fully encapsulated. The rubber shall not be removed from the guides of the gate.

Spindles shall be of high grade stainless steel.

An isolating valve must be able to check the specified water pressure from both sides.

Butterfly Valves

Valve bodies and discs shall be of high-grade cast-iron or cast steel as specified and depending on the required test pressures.

The disc shaft or stub-shaft shall be of stainless steel located in self-lubricating bearings.

Sealing rings, seal retaining rings, body seat rings and associated screws shall be of stainless steel.



A butterfly valve must be able to check the specified water pressure from both sides.

Reflux Valves

Valve bodies shall be of cast iron or cast steel depending on the specification or test pressures.

Valve doors shall be of cast iron or cast steel.

The valve body and doors or disc shall be fitted with replaceable stainless steel body and door seat rings.

Air Valves

Valve bodies, covers and shield plates (large orifice) shall be of cast iron.

The balls shall be of stainless steel.

Manufacture

General

The design pressure of the valves shall not be less than the pressure specified subject to a minimum of 1000 kPa.

All valves shall be double-flanged with bolt holes drilled off-centre all in accordance with the requirements of SABS 1123 or as otherwise specified.

The Tenderer shall give as a function of the downstream pressure the maximum acceptable discharge of water through the valves without risks of vibration and cavitation. The Tenderer shall also submit the head-loss characteristics of the valves.

The design pressure will be hand stamped on the top edge of the flanges of valves in kPa.

If specified, valves shall be supplied with by-passes to be bolted on to the body of the valve and not to the adjoining pipe work.

Valves shall be fitted with position indicators if specified. Fully closed, fully open and intermediate positions shall be indicated in corrosive proof and robust design indicators.

Arrows shall be cast on all hand wheels together with the wording "TO OPEN" or "TO CLOSE". The closing direction shall be clockwise unless otherwise specified.

In the case of cap top valves, an aluminium disc of at least 100 mm diameter and with the same wording and arrows shall be slipped over the spindle and retained by the cap.

All valves shall be supplied complete including bolts, nuts, washers and gaskets in accordance with the class of valve. Bolts shall be of sufficient length to allow not more than three screw threads to protrude outside units after complete tightening of the assembly. Gaskets for flanged joints shall be of compressed asbestos fiber to BS 2815 Grade A and full faced with a minimum thickness of 3mm for pressures up to and including 1 600 kPa cloth-inserted rubber may be used.

The following information shall accompany the tender:

Description
Flange Drilling
Maximum working pressure
Maximum unbalanced pressure
Test pressure



Manufacturers number
Material of components
Gearing
Accessories

Sluice Valves

Double-flanged, wedge-gate, internal (non-rising) spindle sluice valves of the waterworks pattern are required to comply fully with SABS 9191 or SABS 664 where applicable.

Only full-way valves will be accepted (i.e. the gate must be clear of the waterway in the fully open position).

The maximum force required to turn the hand wheel at the maximum torque shall not be greater than 100 N per hand at the hand wheel run (Total effort = 200 N) when operating at an unbalanced pressure equal to the rated working pressure of the valve. This may be achieved with the aid of gearing of a suitable ratio.

Where gears are used replaceable shear pins shall be provided to prevent damage to the valve if excessive pressure is used.

Butterfly Valves

Horizontal spindle type butterfly valves complete with gearing, hand wheels and flanged at both ends with separate bolting for joining to the adjacent pipe work is required.

Wafer valves or valves fitted with studs for attachment to the adjacent flanges are not permitted.

Valves shall be drop-tight when closed and metal to metal sealing is not acceptable.

All resilient seals shall be removed and readily replaceable on Site with the valve in position.

Resilient seals shall be retained by corrosion resistant securing elements to prevent corroding in position (e.g. bolts, set screws, etc.)

The valve-water seal shall be of the following types:

a resilient seal fixed to the edge of the disc by corrosion resistant securing elements sealing on a stainless steel or bronze insert fixed in the body.

a resilient seal fixed to the body of the valve by corrosion resistant securing elements sealing on a stainless steel or bronze insert fixed in the edge of the discs.

Reflux Valves

Reflux valves shall be double-flanged and comply with SABS 144.

Valve bodies and seals shall be free of pockets that will allow dirt accumulation and prevent the doors from closing fully.

Stops or an approved resilient material shall be fitted into the body to prevent the doors from fluttering under full flow conditions.

Valves shall be designed to allow for rapid but non-slamming closing characteristics.

Air Valves

Air valves shall be supplied with double-flanged, wedge gate internal (non-rising) spindle sluice valves for isolation, which unless otherwise specified shall confirm in



all respects to this specification.

Electric Actuators (Applicable for Valves and Sluices)

When specified, the valves shall be fitted with electric, motor-driven flood proof IP 67 actuators of robust design, capable of closing the valves under all unbalanced pressures.

The Tenderer shall state the maximum torque required to operate the valve in his Tender. In determining this maximum torque an allowance shall be made for any deterioration that could be expected to occur in the bearings during the life of the valve. The actuator shall be capable of transmitting twice this maximum torque without any of its components suffering permanent damage. This shall be proven to the Engineer's satisfaction by workshop tests.

The actuators shall be capable of restraining the valve in any position under all possible conditions of operation, and shall not, in any circumstances, be capable of becoming self-motorized as a result of the dynamic torque loading on the disc or plunger .

All gearing shall be manufactured in accordance with BS 436 Class C and shall be machine cut. All components requiring lubrication shall be adequately lubricated and totally enclosed flood-proof casing fabricated in cast iron and/or die cast aluminium to suit the service weather proof casing whether the valve is to be installed in the open or under cover. Actuators shall also be fitted with mechanical stops to prevent excessive turning and shall be provided with replaceable shear pins.

Hand wheel shall be fitted to all actuators. The direction of rotation to close the valve shall be clockwise when viewed from above the end of the input shaft and from the position of operation. In addition, they shall be clearly and indelibly marked with an arrow showing the direction of closing and the words "Close" and "Toe".

Whether the valve is actuator driven or manually operated, the maximum force required to turn the hand wheel at the maximum torque defined above shall not be greater than 100 N per hand at the hand wheel rim. (Total effort= 200 N.) For large valves the minimum of complete revolutions of the hand wheel to move the valve gate from fully open to fully closed shall not be less than 100.

All electric actuators shall be provided with reversing contactors: local and remote control shall be provided; a device making the local control non-operative shall also be provided on the relevant remote control panel.

After factory tests, the actuators shall be removed from the valve and delivered to Site in separate boxes to safeguard against damage.

Protection

All materials and workmanship to comply with relevant SABS specifications.

Internal Protection

Internal surfaces of valve bodies and discs shall be grit blasted to a 2 1/2 of SIS 05 50 00 finish. Successive coat of an approved non-toxic epoxy resin paint suitable for spray application (Cupon EP 2300 or similar) shall then be applied to give a final dry film thickness of 250 µm. Drying times between successive layers shall be strictly in accordance with the requirements of the paint manufacturer

As an alternative to the protection as specified above, the Contractor may be required to use either a solvent less epoxy paint system or a fusion bonded epoxy powder coating as specified in the Project Specification.



External Protection

External surfaces of valve bodies shall be wire brushed to a 3 of SIS 05 59 00 standard and painted with one layer zinc chromate primer to SABS 679 Type 1 (dried film thickness 50 µm). This will be followed by two alkyd-based undercoat (each coat 25µm thick) and one alkyd-based enamel finishing coat to SABS 630 Grade 1 (dried film thickness 25 µm). Final colour will be as specified by the Engineer.

Machined flanges will be panted with a protective coating of shellac or similar.

Tolerances

Tolerances as specified in the appropriate SABS or BS standards shall be apply to this Contract.

Testing and Inspection

Testing by Manufacturer

The Manufacturer shall carry out all tests to ensure that valve materials confirm to the requirements of the relevant SABS or BS Specification. These test will not necessarily be attended by the Engineer but records must be kept and all test results shall be made available to the Engineer.

Testing by Independent Body

The Engineer may appoint an independent recognized body to conduct control tests. Samples required for such tests will be provided by Manufacturer free of charge and sampling will be done by this body in accordance with the relevant SABS or BS Specification.

The cost of such control tests will be borne by the Employer.

Inspection

Visual, operational and dimensional inspection of valves as well as inspection of protective coatings will be carried out by the Engineer and/or the Manufacturer in the Manufacturers workshops prior to the dispatch of valves to site.

Inspection by the Engineer shall in no way relieve the Manufacturer of any of his obligations to design, manufacture and supply valves strictly in accordance with the Specification.

Hydrostic Testing

All hydrostatic tests will be witnessed by the Engineer and the Manufacturer will give at least one week prior notification to the Engineer of the proposed dates for such tests.

Valve bodies will be close end tested to at least 1,5 times the working pressure. Test pressures will be maintained for at least 5 minutes and valve bodies will be water tight in all respects at the test pressure.

Assembled valves will be open-end tested to 1,5 x working pressure for materials strength and soundness. Valves will be drop tight from both directions over the complete range of pressures from 0 to 1,5 x working pressure.

Each valve will be supplied with a test certificate certifying that it complies in all respects with the requirements of this Specification.



Measurement and Payment

General

Tendered prices shall include for the following unless otherwise specified in the Project Specification.

Protective coating as specified.
Couplings and/or jointing material for each type of valve.
Packing and temporary protection against damage during transport and delivery.
Temporary storage and maintenance if required.
Delivery and storage of material on site or in a store as specified.
Testing and inspections at Manufacturer's works.

Valves will be measured per unit of each type.

ANCILLARY EQUIPMENT

Details of spares and special tools are to be listed in the Data Sheet.

The Mechanical Contractor will be responsible for the supply, delivery to site and erection of all ancillary equipment, in the form of holding down bolts, rawl-bolts, pipe clips, small pipes, grease piping etc. to complete the Mechanical Contract.

The Mechanical Contractor will also be responsible to compile a manual in which all the relevant mechanical equipment is described together with the routine maintenance, lubrication schedules etc for proper running of the plant.

MANUFACTURE, SUPPLY AND TESTING OF STEEL PIPES

SCOPE

This specification covers the manufacture and supply of bare, electric welded low carbon steel pipes and steel pipe special items for the conveyance of water at ambient temperatures and at medium pressures.

STANDARDS

Pipes and specials shall be manufactured, tested and inspected in accordance with the latest issues of the following standard specifications unless amended in subsequent clauses in this specification.

Pipes

SABS 719 : Steel Grades A, B and C
SABS 1431 : Steel Grades 300 WA
API 5L : Steel Grades x46, x56 and x60

Specials

Specials of 150 mm nominal diameters and smaller to be manufactured with pipe conforming to ASTM Schedule 40.

Specials larger than 150 mm nominal diameter shall be manufactured from pipes complying with this specification.

The radiographic technique, adjudication of radiographs and repair of defects shall be in accordance with API 1104.



Qualifications of Welders

All manual or semi-automatic welds and repair welds shall only be undertaken by welder's qualified under the tests laid down in accordance with API 1104

d) Non-destructive Tests and Adjudication

Radiographic inspection : API 1104

Ultrasonic inspection : API 5L

e) In this Specification reference is made to the latest issues of the following specifications.

SABS 719
API 5L
API 1104
ASME Section V
BS 2971
BS 2633

STRESSES

All pipes shall be hydrostatically tested as described in PLN 6.5 to a pressure such as to produce a circumferential tensile stress in the steel of not less than 90% of the minimum yield stress.

The design stress for pipes subjected to the specified design pressures shall be 60% of minimum yield stress of the steel.

PROCESS OF MANUFACTURE FOR PIPES

Pipes shall be manufactured by an approved semi automatic submerged-arc welding process or shall be electric resistance welded. Where semi automatic submerged-arc welding is employed, at least one pass shall be made on the inside and at least one pass on the outside. The number of longitudinal weld seams shall not exceed:

one seam for pipes up to 1 000 mm nominal diameter

two seams for pipes larger than 1 000 mm and up to 2 000 mm nominal diameter

Circumferential welds by semi automatic submerged-arc welding method for factory double jointed pipes shall have at least one pass on the inside and at least one pass on the outside.

Welds

SABS 719, BS 2971 and BS 2633 shall generally apply.

For fusion welded pipes and specials, the internal weld bead shall not protrude more than 1 mm into the bore of the pipe or special.

For electric resistance welded pipes, the height of upset metal and flash on the inner surface shall not exceed 1,0 mm.

For pipes to be jointed by butt welding, the internal weld bead shall be ground flush with the pipe body for a length of 200 mm from ends to be jointed.

For pipes to be coupled by flexible couplings, external weld reinforcement or upset metal and flash shall be ground flush with the pipe body for a length of 200 mm from the end



to be coupled.

DIMENSIONAL REQUIREMENTS

Pipes

All dimensions will be in accordance with SABS 719 clause 4.

Specials

The tolerances on specials will be in accordance with BS 534, Section 4.

TESTING AND INSPECTION AT MANUFACTURER'S WORKS AND AT SITE

General

Factory and Site inspection, supervision of tests and adjudication of test records shall be carried out by an independent Inspectorate.

Tests and inspections shall be carried out at the manufacturer's work at the expense of the Contractor who shall provide all necessary testing facilities, labor, instruments, equipment and samples that might be required, free of charge. The Inspectorate shall be afforded every facility during the course of manufacture and testing to enable the inspection to be carried out effectively.

All test samples shall be selected by the appointed Inspectors and all instruments used for testing purposes shall be approved by the Inspectors and if in the opinion of the Inspectors any instrument should require calibration, such instruments shall be calibrated at the expense of the Contractor by the SABS or such other body as may be approved by the Inspectorate.

No mechanical working or straining of pipes and specials shall be allowed after testing and inspection.

Visual Inspection

All finished pipes and specials shall be visually examined and shall be free of injurious defects as defined in API 5L Section 10.7.

Non-destructive Inspection

Ultrasonic Inspection

Pipes shall be made by an approved welding process and 100 percent of all longitudinal or spiral welds on straight pipes shall be checked with an approved ultrasonic method capable of continuous and uninterrupted inspection of the weld seam in accordance with API 5L Section 9.10 , 9.11 and 9.12 except that the equipment shall be checked with an applicable reference standard at least twice every working turn.

Radiographic Inspection

Longitudinal Weld Pipe

All electric fusion welded pipes, shall be inspected by radiological methods for a distance of 200 mm from each pipe end.

Spiral Weld Pipe



All electric fusion welded pipes shall be inspected by radiological methods for a distance of 100 mm from each end of each length of pipe and of the complete “H” at all scalp and welds including 150 mm of the spiral welds in both directions away from the intersection points with the scalp and welds.

Circumferential Butt Welds

100 percent of the length of circumferential butt welds shall be examined provided, when consistently acceptable results are obtained, the number of welds to be so tested may be reduced by mutual agreement between the Engineer, the Inspectorate and the Contractor.

Specials

100 percent of all manual or semi-automatic welds in specials shall be examined radio graphically provided, when consistently acceptable results are obtained, the number of welds to be so tested may be reduced.

Where specials can not be hydrostatically tested, all welds shall be liquid penetrate tested as per ASME Section V.

Repairs

Straight Piping :

100 percent of the total length of all repairs shall be examined radio graphically provided, that where repairs are made before ultrasonic inspection and such repairs pass ultrasonic inspection, no further radiographic inspection of same is required.

Pipes for Rail, Road and River Crossing 100 percent of the total length of all welds shall be examined radio graphically.

Hydrostatic Testing

- a) Each individual straight pipe shall be subjected to a hydrostatic test in accordance with the methods described in API 5L, Section 5. Test pressures shall be such as to produce tensile fiber stresses in the pipe wall of not less than 90% of the minimum specified yield strength of steel or shall be 9 MPa whichever is the lesser. Leaks or sweats shall be considered injurious defects.
- b) Should it not be possible to hydrostatically test straight piping and/or specials the through liquid penetrate test as per ASME Section V shall be done on all welds over and above the non-destructive tests specified above. This shall only be applicable with the prior written approval of the Engineer.

Repair of Injurious Defects

Injurious defects found by non-destructive testing of welds, visual examination, hydrostatic testing or determined by any other means to exceed the limitations in API 5L, Section 10.7 shall be repaired in accordance with API 5L Section 10.8 and 10.9 but subject always to the requirements of this specification.

Destructive Testing

The following destructive tests shall be performed in accordance with SABS 719 clause 7.2 on the first pipe and thereafter on one pipe every 500 subsequent pipes.

Transverse Tensile Test

Root Bent Test (Electric Fusion Welds)

Flattening Test (Electric Resistance Welds)



Sampling for Destructive Tests

First Sample

A section long enough to provide all the test specimens and material shall be cut from the selected pipe.

Second Sample

If the test specimens and material from the first selected pipe fail to pass any of the tests, a section long enough to provide the appropriate specimens for the test failed by the first sample shall be cut from two further pipes.

Third Sample

If the test specimen from the second sample fails to pass the test(s) a similar section shall be cut from each of a further ten pipes.

Compliance

The piping shall be considered as complying with the specification if after testing of the first or the second or the third sample no defect is found.

FLANGES

Material – shall be steel plates to conform to the requirements of SABS 1123.

Dimensions – shall be in accordance with SABS 1123 unless otherwise specified in the Schedule of Quantities or on the drawings.

Type – all flanges shall be of the steel-plate for welding type and shall have flat joint faces unless otherwise specified in the Schedule or Quantities or on the drawings.

Finish – joint surfaces shall be in accordance with SABS 1123 clause 4.5.

All flanges shall be supplied complete with bolts, nuts and washers of a material to conform to the requirements of SABS 1123 where applicable, otherwise to the requirements of the Engineer.

Gaskets for flanges joint shall be of compressed asbestos fiber to BS 2815 Grade A and full faced, unless otherwise specified in the Project Specification, with a minimum thickness of 3 mm.

FLEXIBLE COUPLING

Flexible couplings shall be of the Viking Johnson or Klamflex type with center register except where specified to the contrary in the Schedule of Quantities or on the drawings. Couplings must be able to withstand hydrostatic test pressures of 1.5 times the specified design pressures and coupling flanges must be designed to withstand all stresses due to tightening of the bolts. Rubber rings shall generally comply with SABS 974 Class F. The internal face of the sleeve section of each coupling shall be grit blasted to SIS 055900 Grade Sa3 finish with an anchor pattern profile not exceeding 75 micrometers in depth as determined by micrometer gauge or portable microscope fitted with a calibrated focusing knob. Within four hours of grit blasting provided surfaces are kept dry and clean, one coat of an approved epoxy resin, Copon or similar shall be spray applied, followed by further coats to a dry film thickness of not less than 300 micrometers over the average profile peak. All other surfaces of coupling components shall be grit-blasted to the same minimum finish and shall receive one coat of an approved protective paint which shall be compatible with materials to be used for the exterior molding of the coupling in the field. Flexible couplings shall be supplied complete with all necessary bolts, nuts and rubber jointing rings.



MARKING OF PIPES

All pipes and specials shall be clearly hand stamped alongside a longitudinal or spiral weld on one end of the pipe with the following.

Grade and thickness of steel
Serial number of the pipe or specials
Nominal diameter
Hydraulic tests pressure

ANCILLARY EQUIPMENT

Details of spares and special tools are to be listed in the Data Sheet.

The Mechanical Contractor will be responsible for the supply, delivery to site and erection of all ancillary equipment, in the form of holding down bolts, rawl-bolts, pipe clips, small pipes, grease piping etc. to complete the Mechanical Contract.

The Mechanical Contractor will also be responsible to compile a manual in which all the relevant mechanical equipment is described together with the routine maintenance, lubrication schedules etc for proper running of the plant.

CORROSION PROTECTION

SCOPE

This section includes the corrosion protection and materials required for this Contract.

GENERAL

The Contractor shall ensure that he has available the latest edition of all the relevant National Specifications and Codes of Practice and the manufacturer's data sheets for materials to be used.

All paints in a paint system shall be purchased from the same manufacturer.

The Contractor shall submit in the Appendices to the document, details of the paints he intends using and shall only proceed with purchase of the paints upon receipt of written approval from the Engineer. Manufacturer's data sheet or legible copies thereof for each product shall be attached to the Appendices.

Materials and procedures shall comply with the appropriate SABS Specifications and Codes of Practice when relevant.

Strict attention shall be paid to fettling of surfaces by the Fabricator (see Clause PZA 4) prior to coating. Surface preparation requirements, the need for strict cleanliness and adherence to specification requirements especially with regards to over coating times are emphasized.

Areas which are inaccessible after assembly shall be prepared and fully coated with the specified system and to the specified requirements before assembly. The coating shall be fully hard dry before assembly.

Mating surfaces shall be coated with primer of first coat only. The coating shall be uniform in thickness and shall not interfere with the mechanical tolerances. After assembly the outside surface of the joint shall be fully coated.

The painting sub-contractor shall provide evidence of his competence to apply the specified materials in the specified manner and to apply the necessary Quality Control procedures. The Engineer, at his discretion, may demand a Quality Audit of the Contractor's facilities by a technically competent and independent organization (See Clause PZA 10).

The Contractor shall provide a Quality Plan to show the stages at which Quality Control will be carried out. Further details are given in Clause PZA 10. The Quality Plan is subjected to approval by the Engineer, who may require it to be revised if considered inadequate.



The Engineer will require a Program of Work so that Quality Surveillance inspection can be planned and executed at the appropriate time according to the Contractor's program (see Clause PZA 10).

The Contractor shall provide to material suppliers descriptions of materials to be used and shall receive from them a written assurance that the materials to be supplied with the requirements specified.

DESIGN

General

All items shall be designed to minimize corrosion in exposed environments, under immersion conditions and in interior corrosive situations such as in chlorination rooms. The following notes may be used as guidelines.

Water Retention Areas

Avoid water retention areas wherever possible. For example, angle or U section steel should be used with the toes pointing downwards. The concrete base of steel columns should be sloped away from the steel and the sloping edge should be painted to avoid water ingress at the steel/concrete interface.

Crevice

Crevice give rise to accelerated corrosion by forming an oxygen concentration cell. Crevice may be avoided by using;

continuous welding, not space welding

mastics or sealants to seal unavoidable crevice such as bolted connections

insertion rubber or suitable plastic between mating surfaces (See also Clause PZA 2.7).

Bimetallic Couples

Electrical contact between dissimilar metals gives rise to a corrosion cell when an electrolyte such as water is present. Junctions between dissimilar metals shall be insulated.

Accessibility

Whenever possible, the surface of corrodible materials such as mild steel shall be accessible for maintenance. The use of back to back angles, partially open box sections or inaccessible stiffeners shall be avoided.

Differential Aeration

Posts buried in soil are subjected to accelerated corrosion to differential aeration. Additional protection shall be given to that part which is buried and up to at least 100 mm above ground.

Sharp Edges, Weld Spatter and Weld Slag

The designer shall specify that all sharp edges be ground to a radius not less than 2 mm and that all weld spatter and weld slag shall be removed by the Fabricator (see Clause PZA 5).

Hot Dip Galvanizing

The design of articles to be galvanized shall be referred to the galvanizer (see Clause PZA 8).

COATING MATERIALS



No variation in materials tendered and approved by the Engineer shall be permitted without the approval of the Engineer in writing.

Correct material selection shall be confirmed by the material supplier (see Clause PZA 12.1).

All coating materials shall be delivered in the manufacturer's original sealed containers, clearly marked with the following:

Manufacturer's name.

Product Brand and Reference Number.

Batch Number which may incorporate the date of manufacture.

Date of manufacture, unless already incorporated in the batch number.

Abbreviated instructions for storage and use of the material, which shall include mixing ratios of components of multi-component materials, minimum temperature of application and method of application.

The SABS mark where applicable.

All coating materials shall be kept in an approved store, which shall be dry, enclosed and where the temperature is unlikely to exceed 40C or drop below 0 C.

Usage of materials shall be on a first in, first out basis and no materials may be used which have exceeded the shelf life recommended by the manufacturer.

FETTLING OR DRESSING BY THE FAVRICATOR

Before any surface preparation or painting is commenced, dressing shall be carried out to avoid projections, sharp edges, weld slag and spatter that will interfere with the corrosion protection. This includes the following:

Remove all weld flux and weld spatter. Flux is best removed by washing with clean water whilst weld spatter is normally removed by grinding to a smooth surface.

Sharp edges shall be ground to a radius not less than 2 mm.

Welds shall be continuous and shall have a smooth contour. Rough welds shall be ground where necessary to achieve the required smooth profile. Discontinuous welds shall not be permitted except by written approval of the Engineer. Undercuts are not permitted and shall be re-welded and ground where necessary.

Articles for hot dip galvanizing shall not contain overlap joints. Closed sections shall be suitably vented. See Clause PZA 8 (Hot dipped Galvanizing).

SURFACE PREPARATION FOR PAINTING

Mild Steel

Oil and grease contamination, when present, shall be removed by degreasing before blast cleaning.

Mild steel shall be blast cleaned in accordance with Section 4.3 of SABS 064 Code of Practice for "The preparation of steel surfaces for coating".

An additional requirement is that water soluble salts present in the steel after blast cleaning shall not exceed the value given in Table 1. Should these values be exceeded, the steel shall be cleaned by washing with clean potable water or by water shrouded or water injected blast cleaning until the soluble salts are within the limits specified in Table 1. The steel shall then be allowed to dry, after which it shall be flash blast cleaned to achieve the required degree of cleanliness.

Cast Iron and Cast Alloys



All cast surfaces shall be blast cleaned with new iron slag, copper slag, or platinum slag abrasives designed for blast cleaning. The abrasive shall not be recycled or re-used. Cast iron shall be blast cleaned until all sand particles, residual burst on sand and casting skin have been completely removed. This blast cleaning shall be carried out by the Foundry prior to dispatch to the galvanizer or painting contractor, when relevant. Conventional cleaning of castings is inadequate for galvanizing.

Galvanized Steel Surfaces

Galvanized steel surfaces shall be thoroughly degreased prior to painting, using either a water risible solvent degreaser used in accordance with the manufacturer's instructions, or a mild acid-detergent degreasing solution. In both cases care shall be taken to avoid entrapment of cleaning agent in recesses or other retention areas and in both cases the surfaces shall be thoroughly washed until a "water break free" surface is achieved. If necessary, the process shall be repeated until a "water break free" surface is obtained.

A water break free surface is one which, when wetted all over with potable water, maintains a continuously wet surface and the water does not break up into islands of un-wetted surface.

TABLE 1 – STANDARDS FOR BLAST CLEANING REQUIRED

Property	Above Water	Immersed Surface	Tape Wrapping
Cleanliness to SIS 06 5900 (min)	Sa2½	Sa3	Sa2
Residual dust and debris	0,5%	0,3%	1%
Oil grease and perspiration	Nil	Nil	Nil
Surface Profile min (micrometers)	25 50	50 10	50 100
Water soluble iron salts maximum at any point	500 mg/m ²	100 mg/m ²	500 mg/m ²
Average of any 250 cm	100 mg/m ²	100 mg/m ²	100 mg/m ²

After degreasing, the surface shall be lightly abraded by one of the following methods:

On small areas by the use of abrasive paper not coarser than 120 grade, or by using non-metallic abrasive pads.

On large areas by "sweep blast cleaning", using a nozzle pressure not greater than 300 kPa and a very fine abrasive. Cracking, flaking, or any form of delamination of the zinc coating due to excessive blast cleaning shall not be permitted. Removal of zinc by blast cleaning shall not exceed 10 micrometers.

Finally, all dust and debris shall be removed by vacuum cleaning, or by washing, and the surface shall be allowed to dry before coating.

Aluminium

Generally, aluminium surfaces will be anodized or powder coated and will require no further treatment. Where painting is required, the aluminium surface shall be thoroughly degreased, then rinsed with clean potable water. If the surface is not "water break free", repeat the degreasing process until a water break free surface is obtained. Allow to dry completely, then apply a thin coat (8 to 13 micrometers dry film thickness) of wash primer complying with SABS 723, mixed and applied in accordance with the manufacturer's instructions.

NOTE: Wash primer is an adhesion promoter and does not replace the primer specified in the paint system.

Stainless Steel

Components fabricated from stainless steel shall not be contaminated with iron or mild steel. Sheared edges, welds or surfaces subjected to any form of heat treatment shall be pickled and passivated. Stainless steel surfaces shall not be scratched or stressed.



When it is required to paint stainless steel, the surface shall be blast cleaned with non-metallic abrasive such as iron slag, copper slag or platinum slag. The use of steel shot, steel grit or cast iron is strictly prohibited. Any contamination with iron or mild steel is prohibited.

Where blasting is impractical, the surface shall be cleaned with detergent solution and roughened manually by using non metallic abrasive pads, followed by washing with clean potable water to a “water break free” surface. If a “water break free” surface is not obtained, detergent cleaning shall be repeated until the surface is “water break free”. Allow the surface to dry before coating.

Painted Surfaces

Fully painted surfaces to be repaired

Bare areas shall be cleaned with abrasive paper not coarser than 220 mesh to bright metal surface. The surrounding paint, which must be intact, shall be feathered for a distance of 20 mm beyond the damaged areas. Dust and debris shall be removed by the use of a clean rag dampened with water or clean solvent that will not attack the coating. The damaged area shall be allowed to dry, after which spot repair shall be carried out with all the coats previously applied and shall overlap the undamaged area by 20 mm.

The requirements of the spot repair shall be not less than that specified for the undamaged coating.

When additional coats are required over the whole surface, the whole surface shall be abraded to a uniform matt finish, dust and debris removed, and the surface allowed to dry. All further coats shall then be applied as specified to give a uniform finish. Note that abrasion of the coating is not required for vinyl systems.

Fully painted surfaces to be over coated

Where additional coats are required over the whole surface, the surface shall be degreased and abraded to a uniform matt finish. The surface shall be washed to remove all contamination and then allowed to dry. Further coats shall then be applied as specified to give the required coating thickness and specified finish.

Primed surfaces

Shop applied primers shall be thoroughly sanded with fine abrasive paper to achieve a uniform matt surface, then scrubbed with a solution of suitable water based detergent-degreaser using a bristle brush, followed by clean water rinses to remove all grease and water soluble matter. The surface shall be allowed to dry completely before application of the specified coating system over the whole surface.

Plastic Surface such as u-PVC and Polyester GRP

Sand the surface thoroughly with fine abrasive paper to achieve a uniform matt finish. Remove all debris, oil and grease by scrubbing with a solution of a suitable water based detergent such as Shell Teepol Lensex. Allow to react for 15 to 30 minutes, then rinse off very thoroughly with clean potable water to remove all residues. Allow to dry completely before painting.

APPLICATION OF PAINTS

Environmental Conditions

Paint shall not be applied in dusty conditions, nor when the steel surface temperature is less than 3 C above dew point, or higher than the advised by the paint manufacturer, or when humidity is greater than 85%, nor when the ambient temperature is less than the minimum or greater than the maximum specified by the manufacturer of the coating material.

Mixing

All coating materials shall be very thoroughly mixed until completely homogeneous. In the case of two pack materials, each component containing pigments shall be thoroughly mixed. The two components shall then be mixed together in the proportions supplied by the manufacturer until the mixture is completely homogeneous. In the case of solvent based epoxy



materials, it is recommended that the mixed material be allowed to stand for an induction period of 20 to 30 minutes before use.

For two pack materials, the use of part of the contents (Split packs) is strictly forbidden.

Method of Application

Application shall be by brush, roller, spray, airless spray or other suitable equipment as appropriate for the surface to be coated and in accordance with the recommendations of the manufacturer. Application equipment shall be maintained in clean conditions and in good working order. The use of equipment not maintained in good condition may lead to rejection of the coating.

NOTE: Zinc silicate primers shall be applied by conventional spray, using a continuously agitated pressure pot, unless otherwise recommended in writing by the manufacturer.

Over-Coating

Over-coating times shall be not less than the minimum nor greater than the maximum specified by the manufacturer relevant to the ambient temperature. Strict adherence to over-coating times is particularly important for coatings which are subsequently immersed.

The contractor shall be held responsible for blistering of paint coatings on immersion, when shown to be caused by solvent retention.

All costs shall be clean and free from dust, oil, moisture, perspiration before over-coating. Operators handling blast cleaned or partially painted surface shall wear clean gloves to avoid contamination of the surface.

Manufacturer's Instructions

Recommendations supplied by the manufacturer in the form of the latest edition of printed data sheets, or given in writing on the manufacturer's letterhead, shall be followed. Verbal information by the manufacturer's representative will not be accepted unless confirmed in writing by the company.

Handling

Coated components shall not be handled earlier than the hard dry time recommended by the manufacturer, relevant to the ambient temperature. Coated components shall be handled with broad band slings and suitable packing to minimize damage to the coating. All damage caused in handling, transportation and erection, shall be repaired to the satisfaction of the Engineer at no extra cost.

METAL COATING AND CORROSION RESISTANT METALS

HOT DIP GALVANIZING

Design and Fabrication

Components for hot dip galvanizing shall be designed and fabricated in accordance with the recommendations of SABS Code of Practice Project No. 341/50490 (not published at the time of preparation of his specification), except that the use of lead plugs is not permitted.

It is recommended that the manufacturer consults the galvanizer before design and fabrication to ensure that the fabrication will be suitable of galvanizing.

The main requirements are as follows:

Overlap joints shall be avoided wherever possible. If essential, such overlap joints shall be thoroughly degreased before assembly and shall be vented by drilling holes through one or both overlapping materials.

Closed sections shall be suitably vented. If the inside of a closed section is not to be galvanized, a snorkel vent tube of suitable length and bore shall be attached.



Gussets and internal baffles in tanks shall be cropped to allow free flow of zinc and air.

Joints shall be continuously welded, using balanced welding techniques to avoid stresses. Welds shall be free from cavities, undercutting, weld slag and spatter.

Symmetrical design shall be used whenever possible and the use of thin gauge steel adjacent to heavy sections shall be avoided.

Openings and flanges of manholes and bosses shall finish flush on the inside to ensure complete drainage.

Castings shall be designed to be of as uniform section as possible and shall be blast cleaned in accordance with Clause PZA 6.2 before dispatch to the galvanizer.

The Hot Dip Galvanizing Process

Hot dip galvanizing shall comply with SABS 763 for fabricated articles, SABS 934 for pre-galvanized sheet, or SABS 935 for wire.

Mating surface on fabricated or cast iron components shall be wiped or centrifuged on removal from the galvanizing bath to remove blobs, runs or excess metal that may impair the air/gas/water tightness of the joint.

Bolts, nuts and washers used for fixing shall be hot dip galvanized to SABS 763. Electroplated fasteners will not be accepted unless otherwise agreed by the Engineer in writing.

Repair of Galvanized Articles

Welding, flame cutting, or other heat processes shall not be carried out on galvanized articles unless permission is granted by the Engineer in writing.

If such permission is given, or if mechanical damage has occurred, repair shall be carried out as follows:

All scale, spatter and flux shall be removed by grinding and washing with clean water. Edges shall be ground to a radius not less than 2 mm.

The preferred repair process is to blast clean the bare steel and apply zinc by the thermal spray process in accordance with SABS 1391 Part 1, Grade Zn 150. On completion of metal spraying, burnish the surface by means of a mechanical wire brush to give a uniform appearance. Such burnishing shall remove not more than 10 micrometers of zinc.

Where small areas are to be repaired, clean the surface thoroughly with fine abrasive paper, remove all debris with a damp cloth and allow to dry. Apply an approved one pack epoxy ester based zinc rich primer containing not less than 90% by mass of zinc in the dry film. A sufficient number of coats (usually 3 or 4) shall be applied such that the repair coating thickness is not less than the average zinc thickness specified in SABS 763, 934 or 935, as appropriate. The repair shall extend not less than 5 mm beyond the damaged area.

On completion of the repair and when the zinc primer is completely dry, one coat of alkyd resin aluminium paint may be applied to obtain a uniform appearance.

NOTE: Repair of galvanized surfaces by application of aluminium paint alone IS NOT PERMITTED.

Storage of Galvanized Components

Galvanized components shall be stored to avoid the formation of “white rust” or other forms of storage staining.

Components shall be separated and supported on wooden battens to ensure adequate ventilation of all surfaces and in such a manner to avoid “ponding” by rainwater.

If storage staining does occur, remove the stains by scrubbing with detergent solution and bristle brush or nylon pad. The use of steel wool or other metallic abrasive is not permitted. Rinse thoroughly and allow to dry. If the residual zinc



thickness complies with the requirements of the appropriate grade in the relevant specification, no further action is required unless instructed by the Engineer.

If the zinc thickness is below specification, the article shall be re-galvanized or repaired in accordance with Clause PZA 8.3 as instructed by the Engineer.

STAINLESS STEEL FABRICATIONS

Grade and Welding Techniques

The grade of stainless steel to be used shall be as specified in the appropriate section of the mechanical specification or drawing. Where welding is necessary, the appropriate "L" (low carbon content) shall be used. Plate shall be supplied as No 1 Finish in accordance with BS 1449 Part 4.

Welding procedures shall be only those recommended by the stainless steel manufacturer or by the South African Stainless Steel Development Association. Only welders coded to BS 4870 Part 1 or to ASME IX, 1983 shall be employed.

Welds shall be smooth and free from blowholes, undercuts, sharp projections and similar visual defects.

Fabrication of stainless steel components shall be carried out in clean work places where there is no contamination by mild steel. Grinding and polishing equipment shall be dedicated and shall not be contaminated with iron or mild steel.

Stainless steel shall be suitably handled to avoid scratching the surface.

Pickling and Passivation

Cut edges, welds and heat treated surfaces shall be pickled and passivated to remove all discoloration. Proprietary pickling and passivating pastes (as supplied by Duva Chemicals (Pty) Ltd., or other approved supplier) shall be used in accordance with the manufacturer's recommendations. Care shall be taken not to exceed the maximum contact time recommended.

The safety precautions given in PZA 10.2 shall be strictly observed.

After passivation, surfaces shall be very thoroughly washed with clean potable water to remove all traces of acid. The surface shall be allowed to dry, then polished where necessary, using polishing compounds recommended by the stainless steel manufacturer or the South African Stainless Steel Development Association. SAFETY PRECAUTIONS as specified in Clause PZA 10.1 (ii) shall be strictly observed.

CORROSION RESISTANT STEEL 3CR12

Welding Techniques

Welds shall be full penetration welds, using 309 austenitic electrodes of filler wire, or as recommended by the manufacturers (Middelburg Steel & Alloys (Pty) Ltd).

Welders shall be suitably coded for welding similar thickness of austenitic stainless steel, in accordance with BS 4870 Part 1 or ASME IX, 1983.

Welding procedures shall comply with the recommendations of the manufacturers of 3CR12 (Middelburg steel & Alloy (Pty) Ltd).

Welds shall be smooth and free from blow holes, undercuts, sharp projections and similar visual defects.

Pickling and Passivation

After completion of welding, both weld and heat affected zones shall be cleaned, pickled and passivated. Any heat scale on the steel shall be pickled and passivated.

The procedure shall be as follows:



Not to painted surfaces

Grind or wire brush, using dedicated grinders or stainless steel wire brushes to achieve the required smooth profile or remove scale.

Pickle with a thixotropic paste containing 15-20% nitric acid and 1-2% hydrofluoric acid, with a contact time of 15 to 10 minutes.

Rinse thoroughly with clean water until the pH of the washings is the same as that of the wash water.

Repeat the above process, if necessary to remove all discoloration.

Passivate with 10% nitric acid solution, or a proprietary passivating paste, for a contact time of 10-15 minutes, keeping the surface wet during this period.

Rinse thoroughly with clean potable water until washings are the same pH as the wash water.

Operatives shall wear protective aprons, gloves and safety glasses during pickling and passivating operations.

Splashes on the skin shall be thoroughly washed with clean water immediately after contact. A weak solution of sodium bicarbonate shall be kept available for neutralization. Seek medical attention if in doubt.

Disposal of effluent shall be in accordance with the requirements of the local authority in whose area the work is being carried out. Generally, the effluent is stored in drums containing an excess of lime (calcium carbonate).

ALUMINIUM

Anodizing

Aluminium components where specified as anodized shall be natural anodized and sealed in accordance with SABS 999 Grade 25. The corrosion resistance of the coating shall be not less than 8 when tested in accordance with 3.6 of specification SABS 999. Anodising shall be carried out after completion of all welding.

Powder Coating

When specified by the Engineer, aluminium handrails may be coated with polyurethane powder. Such coating shall only be carried out by Contractors with the necessary plant, equipment and experience to pre-treat and powder coat aluminium effectively. The coating shall comply with BS6496, 1984.

Fixing

Whenever aluminium components, such as stop log frames, come into contact with concrete or grout, the surface of the aluminium in contact with concrete shall be coated with two coats of an approved epoxy tar composition.

QUALITY ASSURANCE REQUIREMENTS

Contractor Qualification

The Tenderer shall state in the Appendix to his document the name of the painting sub-contractor that he proposes to use to carry out the painting or coating. The Engineer may, at his discretion, require a Quality Audit of the painting sub-contractor to ensure that he has the management, facilities, skilled staff, and quality control facilities and staff to carry out quality control during application of coatings to ensure compliance with the specification.

The contractor shall accept full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the Engineer or his representative.

The contractor shall obtain confirmation from the material supplier that materials to be used comply with the specification and are suitable for the intended purpose by having the appropriate Appendix completed by the material supplier.



Quality Control

The contractor shall have the necessary equipment and staff knowledgeable in test procedures to carry out all the quality control required to ensure compliance with the specification. The contractor will be required to produce a quality plan and a program for carrying out the work. The contractor shall maintain quality control records of all stages of the work, batch numbers of materials used, environmental conditions, all as required by the specification. Quality control shall be inclusive in the contractor's tender price.

Quality Surveillance

Independent surveillance – The Engineer may employ an independent technically of the work on his behalf.

Program – The Contractor shall advise the Engineer timeously, in writing, when and where the following processes will be carried out:

Completion of fettling or dressing prior to leaving the fabricator's works.

Blast cleaning and application of the first or prime coat.

After completion of all coats to be applied at the contractor's works.

At the commencement of repairs to be carried out on site.

Failure of the Contractor to advise the Engineer of his program may result in rejection of the work.

Access for Surveillance

For the purpose of carrying out quality surveillance, the Engineer or his representative shall be granted access to any part of the Contractor's premises relevant to the work being carried out, at any reasonable time. The Contractor shall provide, at his own cost, any equipment or labour necessary to gain access to surfaces which are coated, to be coated or are in the process of being coated.

Samples

The Engineer or his representative may remove any reasonable samples of materials to be used in the coating application. Rejection of the sample will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been coated with rejected material.

Destructive Testing

The Engineer or his representative may carry out reasonable destructive tests to ascertain compliance with the specification. Areas thus damaged shall be repaired by the contractor to the satisfaction of the Engineer at no additional cost.

Cost of Quality Surveillance

Cost of Quality Surveillance shall be borne by the Employer, except when surveillance results in rejection of the lot or when notice by the Contractor results in a fruitless strip, in which cases the cost shall be debited against the contractor's account.

Quality Control Records

Proper and adequate quality control records shall be maintained by the Contractor for all stages of the work. These records shall be available for inspection by the Engineer or his representative at the time of Quality Surveillance. Incomplete, inaccurate or inadequate records shall be regarded as non-compliance with the specification, and the cost of surveillance will be back charged to the contractor.

Data Sheets, Specifications, and Codes of Practice



The contractor shall have available the latest issues of manufacturer's data sheets materials to be used, National specifications and Codes of Practice relevant to the work to be carried out, as well as a copy of his specification, all of which shall be available to the Contractor's Quality Control Manager.

TECHNICAL SPECIFICATIONS AND INSTALLATIONS REQUIREMENTS FOR FLOW METERS

INTRODUCTION

Installation of flow meters in accordance with the manufacturer's written specifications is necessary for a flow-meter to be accurate as it claims. Every design has a certain tolerance to non-stable velocity conditions in the pipe, but all units require proper piping configurations to operate efficiently. Proper piping provides a normal flow pattern for the device, ensuring specified accuracy and performance.

For Water meters to operate correctly the flow upstream and downstream of the flow-meter must be as free as possible from obstructions, such as butter-fly valves, flow switches, elbows etc, as they can cause incorrect measurement of flow and induce errors ranging +/- 50%, to allow for errors created by the pipe run HBRC specify a minimum distant that must be free of any obstructions that could induce these errors.

The flow of water into flow-meters can also be disturbed by partially open valves or poorly mounted flange gaskets.

The preferred installed location of meters is above ground.

PURPOSE

It has been identified that the quality of water take information coming from flow meters installed as part of water take consent has been of a poor quality. This technical specification has been developed to standardize the installation of flow meter and raise the quality of water take information by setting guidelines and technical specifications for the selection of and installation of flow meters.

The following minimum requirements must be adhered to

METER REQUIREMENTS

The flow meter must be selected to be within +/-2% error of the flow-meters accuracy curve throughout the expected and consented flow rates.

Installed and proved to be reading within +/-5% error of the flow meters accuracy curve throughout the minimum and maximum expected flow rates.

The meter must be selected and installed to ensure the water quality does not adversely affect the performance and life expectancy of the flow meter.

PIPE LENGHTS

Subject to any specific manufacturer's installation requirements, a minimum length of ten (10) diameters of straight unobstructed rigid pipe1 must be fitted on the intake side of the meter and a minimum of five (5) diameters of straight unobstructed rigid pipe1 on the discharge of the meter.

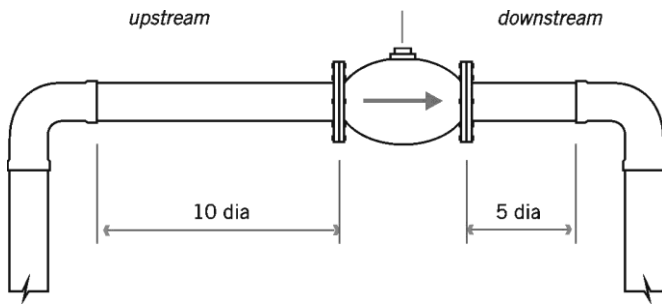


Figure 1: Standard pipe run

In circumstances where it is impractical to install a meter with the same diameter of pipe work, reducers with concentric tapers may be used. However this is conditional on the use of a 6 to 1 ratio taper followed by a minimum length of ten (10) diameters of straight rigid pipe1 fitted on the intake side of the meter and a minimum of five (5) diameters of straight rigid pipe1 on the discharge of the meter, followed by a 6 to 1 ratio taper back out to the existing pipe work to minimize flow disturbance.

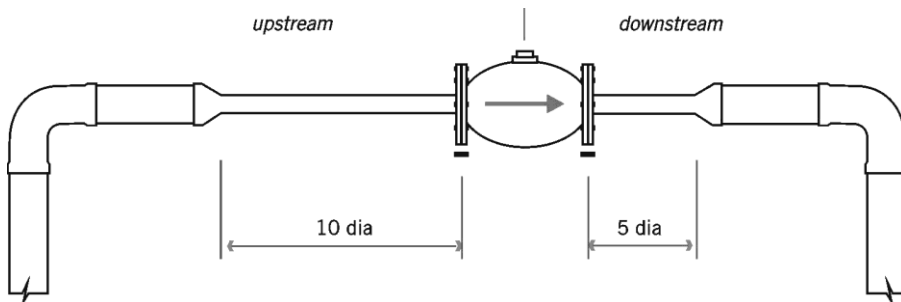


Figure 2: Reduced pipe run

A water meter may be fitted onto a vertical pipe work (as usually found in wells) provided it is certified and endorsed by the manufacture for that purpose.

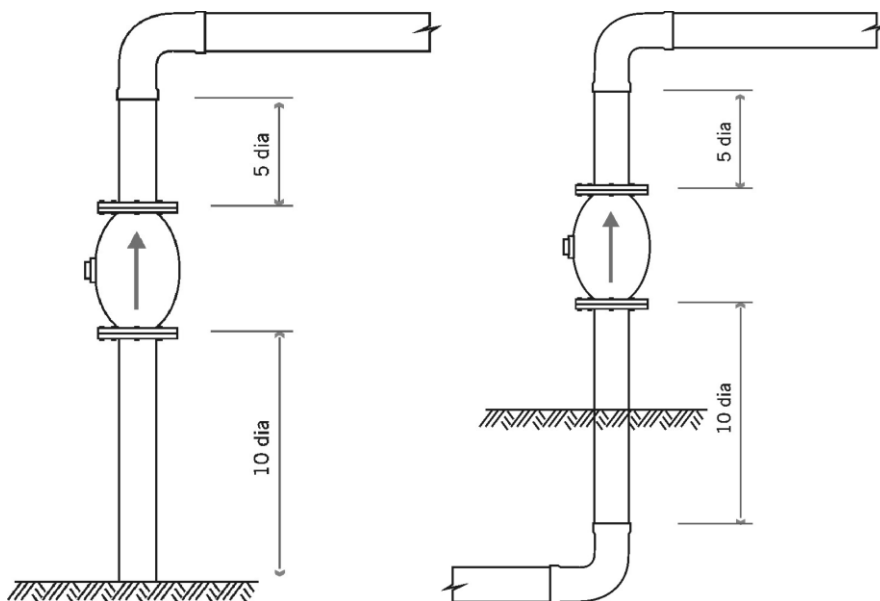


Figure 3: Vertical pipe run Figure 4: Vertical pipe run



In circumstances where the meter is not located at a fixed point and is used in conjunction with a portable pump, the meter and a minimum length of ten (10) diameters of straight unobstructed rigid pipe¹ must be fitted on the intake side of the meter and a minimum of five (5) diameters of straight unobstructed rigid pipe¹ on the discharge of the meter can be disconnected from the portable pump for transport purposes and relocation.

¹ All references to “x diameters of straight pipe” refer to a straight length of pipe that has the same internal diameter as the internal diameter of the meter and equivalent in length to at least x times the diameter.

LOCATION OF METER

Meters are to be located as close as practical to the point of extraction and preferably on the discharge side of the pump.

There must only be permitted off-takes of water between the point of extraction and the meter. (examples domestic, stock water and fire fighting outlets)

The measuring mechanism of the meter must be located in straight clean pipe of uniform, circular cross section and without any fittings or obstructions. In all cases the meter must be installed so that at all flow rates there is a “full pipe of water” on both the intake and discharge sides of the meter.

No meter with flow totalisers attached shall be installed deeper than 1.5 meters below ground level. Where a meter with flow totalisers attached is installed underground sufficient space must be provided to facilitate easy access for maintenance and reading of totalisers at all times.

Meters with flow totalisers attached located down to 0.5 meters below ground will require a suitable meter box to house the meter.

When meters with flow totalisers attached are located between 0.5 meters and 1.5 meters, an access pit must be provided.

Butterfly valves and flow-switches installed in part of the pipe run that houses the flow meter, must be installed a minimum of 5 pipe diameters on the discharge side of the meter.

ADDITIONAL REQUIREMENTS

The meter must be installed according to the manufacturer’s written instructions and minimum requirements.

If the meter is installed below ground, and the pipe work is not accessible, there must be permanent access elsewhere to, fifteen (15) diameters of unobstructed straight rigid pipe¹ for auditing and calibration purposes, this can be above or below ground and must be capable of carrying the full volume of water as measured at the flow meter.

The meter must not be installed in a section of pipe where there may be air pockets, or the pipe does not run full of water. If it is likely that air will become entrapped near the meter, an air valve must be installed upstream of the meter.

The installer must have the installation tested within one month of installation and a certificate stating that the meter’s installed accuracy has an error of less than +/-5% throughout the minimum, maximum and consented pumping rates.

A meter approved for operation in full flowing pipes shall be installed so that it is completely filled with water under all conditions during operation. Non pressurized systems may require elbows or pipe elevation to ensure that this requirement is met.

Any filtering equipment must be installed on the intake side of the meter. And >10 pipe diameters upstream.

Any backflow preventer must be installed on the discharge side of the meter and >5 pipe diameters downstream of the flow meter.

The meter must be installed in the correct direction to flow.

If the meter is non-mechanical (electro-magnetic) it is essential that the meter is earthed correctly as stated in the manufacture’s specifications.

Where the meter is to be fitted above ground to plastic, PVC, or polythene pipelines, it must be suitably supported to ensure stability.

The meter must be mounted in such a way that it allows for both easy access and reading of the display unit.



CALIBRATION REQUIREMENTS OF PORTABLE ULTRASONIC TEST METERS

All portable ultrasonic meters used to verify installations must be calibrated and their accuracy verified on a yearly basis. A certificate must be provided stating the meter's serial number, person conducting the test, location where the test was carried out, date, time and % error of meter.

SECURITY

The flow-meter installation shall be sealed (i.e. tamper proof) in such a way there is no possibility of dismantling, altering or removing the flow-meter or any adjacent components (e.g. data loggers, telemetry equipment etc) without visibly damaging the protective devices.

This will be by the use of tamper tags fitted through the flow meter mounting bolts or tamper tape on loggers and cable junction boxes.

ENVIROMENT

Where the potential for the meter is to be located in an aggressive environment, the meter shall be protected from risk of damage due to external environmental conditions (such as flooding, stock, corrosion etc).

10. COMMISSIONING

Commissioning is required to ensure the meter is ready for use and able to be validated.

The commissioning process shall be conducted by the flow meter installer and consent holder. Steps in the commissioning process shall consist of, but not be limited to those listed below.

Check that the meters or measurement instrument have been approved by or are compatible.

Check that the instruments have been installed in accordance with the manufacturer's installation instructions.

Where applicable, check that the flow computer has been programmed with any revised parameters and the Consent Number is used as the data identifier.

Where applicable, check the correct version of software has been installed.

Check installation and install tamper seals and secure electronic settings that may alter the accuracy and integrity of the meter and associated devices.

Record initial flow meter reading at time of installation.

Record all measurement and configuration data used in flow computer and make this information available for future use.

Complete appropriate documentation and return to on completion of the flow-meter installation.

The installer shall complete and return the Flow Meter Installation form.

Provide a certificate stating that the meter's installed accuracy is less than +/-5% through the entire pumping rate.

The consent holder to sign and return the Water Measuring Device Declaration form, validating that the meter is ready for use.

11. FLOW METER TECHNICAL SPECIFICATIONS

Flow meters

Non-Mechanical Flow Meters Performance requirements and operating conditions Eg, Electromagnetic, Ultrasonic flow meter etc

To be used, only where water quality is free of any material that would adversely affect the performance and life expectancy of the non mechanical flow meter.

Table 1: Non Mechanical flow meter requirements



Non-Mechanical Description Requirements

Power Supply Must be able to operate at all times in environments where 240v power supply is not always available.
 Output Pulse output in 13mtr (if not combined with a data logger)

Data logger must be able to be fitted with telemetry (For future use)

Operating Environment Minimum of IP 65 indoor or IP 67 outdoors or IP 68 in areas prone to flooding

0-95% Relative Humidity, - 5 °C to 50°C Non-condensing

Ambient temperature operating range –10°C to +50°C (0°C to +50°C indoor installation)

Accuracy +/- 2% accuracy over complete velocity range as supplied.

+/- 5% accuracy over complete velocity range as installed.

Display Cumulative flow totaliser (cubic meters m3) (if not combined with a data logger)

Meter register must remain legible over the life of the meter Instantaneous flow rate.
 Record error functions e.g. Disconnection, alarms

Security Device must be tamperproof and be designed to show signs of tampering and malfunction.

Standards OIML R49.1:2006 pattern approved.

Each meter is to have a factory wet calibration certificate stating the calibration date, time and accuracy of the meter, available upon request for minimum period of 6 years after manufacture.

Mechanical Flow Meters Performance Requirements and Operating Conditions

To be used, only where water quality is free of any material that would adversely affect the performance and life expectancy of the non mechanical flow meter.

Not to be used on surface water takes, unless appropriate filtration is installed before the flow meter.

Table 2: Mechanical flow meter requirements

Mechanical Description Requirements

Power Supply Must be able to operate at all times in environments where 240v power supply is not always available.
 Output 13mtr Pulse output capable

Accuracy +/- 2% accuracy over complete velocity range as supplied.

+/- 5% accuracy over complete velocity range as installed Operating Environment Minimum of IP 65 indoor or IP 67 outdoors or IP 68 in areas

prone to flooding

0-95% Relative Humidity, - 5°C to 50°C Non-condensing Ambient temperature operating range –10°C to +50°C (0°C to +50°C indoor installation)

Display Cumulative flow totaliser (cubic meters, m3 or cubic kiloliters kl3)

Meter register must remain legible over the life of the meter

Security Device must be tamperproof and be designed to show signs of tamper



Device must be data secure

Standards ISO4064-1:2005 and/or ISO4064-1999 class B and/or OIML R49.1:2006 pattern approved

Each meter is to have a factory wet calibration certificate stating the calibration date, time and accuracy of the meter, available upon request for minimum period of 6 years after manufacture.

For meters with the ability to fit certified pre-calibrated measuring elements, a separate and current certification for the measuring element stating the calibration time, date and accuracy must be provided, available upon request for minimum period of 6 years after manufacture.

Table 3: Terms and Definitions

Discharge side of meter Downstream of the meter

Data logger An electronic device that records data over time either with a built in instrument, sensor or via external instruments and sensors.

Intake side of the meter Upstream of the meter

Pipe flow Water moving through a closed conduit under pressure. Pipe work, Pipe line, Pipe run. The plumbing (pipe run) that connects to the water meter. Volume display unit The part of the meter that displays the measurement results.

Flow meter (a “meter”) An instrument (“water meter”) that continuously measures and records the volume of water passed through a pipe and includes any ancillary device attached to or incorporated in the instrument.

The instrument must be able to measure and display the cumulative flow volume and allow for readings to be taken to determine the instantaneous flow rate of water passing through the pipeline.



OCCUPATIONAL HEALTH AND SAFETY

PD OCCUPATIONAL HEALTH AND SAFETY



PORTION 2: CONTRACT

Section C4 : Site Information



PORTION 2: CONTRACT

Section C4.1.1: Annexure - Site Administration Forms / Geotechnical Reports, Environmental Management Plans... etc.



Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- a) The General Conditions of Contract will form part of all bid documents and may not be amended.
- b) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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6. Patent rights
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8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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17. Prices
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21. Delays in the supplier's performance
22. Penalties
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 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.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “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.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 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 supplies are so delivered and a valid receipt is obtained.
 - 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.
 - 1.12 "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.

- 1.13 “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.
- 1.14 “GCC” means the General Conditions of Contract.
- 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.
- 1.16 “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 supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “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.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 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 non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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.
- 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.

6. Patent rights

- 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.

7. Performance security

- 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.



**8. Inspections,
tests and
analyses**

- 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.
- 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:
- (a) 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
 - (b) a cashier's or certified cheque
- 7.4 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 in SCC.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies 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 supplies 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



supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 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 23 of GCC.

9. Packing

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.

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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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 in the SCC.

12.

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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



- (e) 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.

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.

14. Spare parts

14.1 As specified in SCC, 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:

- (a) 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
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15.

Warranty 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.

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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.



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- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 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.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 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.
- 20. Subcontracts**
- 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.
- 21. Delays in the supplier's performance**
- 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.
- 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.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.



21.5 Except as provided under GCC Clause 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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.

22. Penalties

22.1 Subject to GCC Clause 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 23.

23. Termination for default

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:

- (a) 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 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise 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 Accounting Officer / Authority actively associated.

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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 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.

24. Anti-dumping and countervailing duties and rights

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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.

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.

**26. Termination
for insolvency**

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.

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises 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.

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.

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.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation
of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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



- (b) 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.
- 29. Governing language** 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.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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
- 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.
- 32. Taxes and duties** 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.
- 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.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. Industrial Participation Programme** **National (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

