



MAQUASSI HILLS LOCAL MUNICIPALITY
REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE
MHLM/SCM/09/2025-26
TENDER DOCUMENT

The Municipality wishes to inform all bidders that as part of the Local Economic Empowerment; a minimum of 20% Joint Venture will be required for the below project.

ISSUED BY: MAQUASSI HILLS LOCAL MUNICIPALITY
19 Kruger Street
Wolmaransstad
2630

NAME OF TENDERER:

.....

CSD NUMBER

.....

BID AMOUNT OFFERED (EXCL. VAT)

.....

MAQUASSI HILLS LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE

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MAQUASSI HILLS LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

MAQUASSI HILLS LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Maquassi Hills Local Municipality invites tenders from suitably qualified bidders who meet the prescribed requirements for project number **MHLM/SCM/09/2025-2-REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE**.

Prospective service providers are encouraged to download the tender documents from the E-Tender Portal from the 23 June 2026 at www.etenders.gov.za. The only time hard copies will be made available is if there are technical challenges from the E-Tender portal.

Sealed envelopes marked with the tender number as indicated above, must be placed in the bid box at the Municipality office in Wolmaransstad no later than 12H00 on the **06 August 2026**.

Please take note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected and the payment of the full amount payable for bids is required.

The Council reserves the right to either accept the whole or part of any bid, or not to appoint. Facsimiles or e-mailed documents will not be accepted. No awards will be made to a person who;

- **Is in the service of the state,**
- **If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of state, and/ or**
- **Who is an advisor or consultant contracted with the municipality or municipal entity.**

A Preferential Point system shall apply whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Maquassi Hills Local Municipality and the Preferential Procurement Regulations of 2022 where 80/20 points system will be applied, wherein 80 points are for Price and 20 for Specific Goals.

SCM Enquiries: Mrs. R Kgobe Tel: Email: rosinahm@maquassihills.org and Mr. D Marake Email: marakediphapang@gmail.com

**Ms. NJ Mbonani
Municipal Manager**

TENDER DATA

1.	The Employer is: Maquassi Local Municipality 19 Kruger Street Wolmaransstad 2630			
2.	Tender Documents			
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>			
3.	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>			
4	<p>Communication.</p> <p>The Employer's Representative is;</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%; padding: 5px; vertical-align: top;"> <p><u>Accounting Officer</u> Ms. NJ Mbonani 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1555 Cell: 060 473 3653 Email: maggym@maquassihills.org</p> </td> <td style="width: 33%; padding: 5px; vertical-align: top;"> <p><u>Procurement Eng.</u> Mrs R Kgobe Supply Chain Unit 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1068 Email: rosinahm@maquassihills.org</p> </td> <td style="width: 33%; padding: 5px; vertical-align: top;"> <p><u>Technical Enquiries.</u> Mr D Marake 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1555 Cell: 081 097 4849 Email: marakediphapang@gmail.com</p> </td> </tr> </table>	<p><u>Accounting Officer</u> Ms. NJ Mbonani 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1555 Cell: 060 473 3653 Email: maggym@maquassihills.org</p>	<p><u>Procurement Eng.</u> Mrs R Kgobe Supply Chain Unit 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1068 Email: rosinahm@maquassihills.org</p>	<p><u>Technical Enquiries.</u> Mr D Marake 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1555 Cell: 081 097 4849 Email: marakediphapang@gmail.com</p>
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.			

4.2	<p>Eligibility Criteria and Requirements</p> <p>CIDB Registration and Grading:</p> <ol style="list-style-type: none"> 1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher class of construction work, are eligible to submit tenders. 2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher class of construction work; and 3) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> i. Every member of the joint venture is registered with the CIDB; ii. The lead partner has a contractor grading designation in the 7CE or Higher class of construction work; and iii. The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher class construction work.
5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Maqussi Hani Local Municipality.</p>
6	<p>Tenderer Obligations</p> <p>6.1 The Council retains the right to call for any additional information that it may deem necessary</p> <p>6.2 If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss <p>6.3 If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p> <p>6.4 At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,</p>

7.	<p>Proof of warrantee</p> <p>None</p>
8	<p>Compensation of tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
9	<p>Check documents</p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
10.1	<p>Confidentiality and Copyright of Documents.</p> <p>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</p>
10.2	<p>Clarification Meeting</p> <p>No compulsory clarification meeting will be held</p>
10.3	<p>In the case of a Joint Venture a representative of each of the Companies in the Joint Venture partnership should attend the meeting.</p>
10.4	<p>No individual may represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification</p>
11	<p>Submitting tender offer:</p> <p>11.1 No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>11.2 Return all the returnable documents to the employer after completing them.</p> <p>11.3 The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box: Maquassi Hills Local Municipality Physical address : 19 Kruger Street, Wolmaransstad, 2630.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>11.4 All tender received by the Maquassi Hills Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>11.5 Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>

12.	Closing Time:
12.1	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 12:00pm Closing Date: 06 August 2026 Location: Maquassi Hills Local Municipality 19 Kruger Street, Wolmaranstad 2630</p> <p>Tenders will be opened in public at the same time.</p>
12.2	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the MHLM.</p>
13.	<p>Pricing the tender</p> <p>State the rates and prices in Rand</p> <p>NB: Should exchange rates and price fluctuations, bidders affect prices should take forward cover and this be incorporated in the price tendered.</p>
14.	<p>Alterations to the Tender Documents.</p> <p>No alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>
15	<p>Alternative tender offer.</p> <p>No alternative tender offers will be considered or accepted</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.</p>
16	<p>Tender Offer Validity</p> <p>The Tender offer validity period is 60 days from the closing date.</p>
17	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>
18	<p>Tender evaluation points</p>
18.1	<p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p>

18.2	<p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> (a) Price; and (b) Specific Goals. 														
18.3	<p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="305 401 1156 625"> <thead> <tr> <th></th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total points for Price and Specific Goals must not exceed</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and Specific Goals must not exceed	100						
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19.1	<p>19. Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the MHLM.</p> <p>19.1 The following steps will be followed in evaluation;</p> <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Awarding of points for financial offer. 6. Ranking of tenderers according to the total points 7. Performance of risk analysis by checking the credit record of the tenderers 														
19.2	<p>19.2 Evaluation Criteria</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum qualifying score of 60 points for functionality.</p> <table border="1" data-bbox="305 1314 1396 1770"> <thead> <tr style="background-color: #92d050;"> <th colspan="2" style="text-align: left;">Summary of Functionality</th> </tr> </thead> <tbody> <tr> <td>Organising and Staffing</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Plant</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Quality management system</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Experience of Firm</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Locality</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #cccccc;"> <td>Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Summary of Functionality		Organising and Staffing	30	Plant	20	Quality management system	10	Experience of Firm	20	Locality	20	Total	100
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	<p>Tenders are adjudicated in terms of MHLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>														

19.3.1

Technical adjudication and General Criteria

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

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

With regard to the above, certain actions or errors are unacceptable and warrants

REJECTION OF THE TENDER, for example

- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document must be completed in full as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbanded or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / using correction fluid (without initialising thereof) or use of any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections where applicable
- The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

19.3.2

Size of enterprise and current workload

- Evaluation of the Tenderer’s position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract



19.3.3	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilised on this contract.
19.3.4	<p>Proposed Key Personnel</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CVs) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> ○ Position in the firm and within the organisation of this assignment ○ PDI status (describing population group, gender and disabilities) ○ Educational qualifications ○ Professional Registrations ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ○ Language proficiency and ○ References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
19.3.5	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input.
19.3.6	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p>

19.3.7	<p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Proof of warrantee ▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.
19.3.8	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ The Tenderer must affix a valid SARS tax verification PIN Certificate
19.3.9	<p>If the Tender does not meet the requirements contained in the MHLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p>
19.3.10	<p>Penalties</p> <p>The Maquassi Hills Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Maquassi Hills Local Municipality for a period of 5 years
20	<p>The additional conditions of Tender are:</p> <p>1 Maquassi Hills Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Maquassi Hills Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>

EVALUATION SCHEDULE: TENDER COMPLIANCE

Tender Compliance by the Contracting Firm

It must be noted that a total of **70 points** must be obtained by the Contracting Firm in relation to the requirements as mentioned on the table below failure which a tender shall be automatically eliminated from any further evaluation.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National Diploma in Civil Engineering or NQF 6	No	3	
	B Tech Degree in Civil Engineering or NQF 7	No	6	
Sub-total			6	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable water infrastructure projects	1 project	No	2	
	4 - 6 projects	No	4	
	7 projects and above	No	9	
Sub-total			9	
Total			15	

Site Agent: *(Maximum Points obtainable 10)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National N6 Certificate in Civil Engineering or equivalent NQF 5	No	3	
	National Diploma in Civil Engineering or equivalent NQF 6	No	6	
Sub-total			6	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects water infrastructure projects	1 project	No	1	
	2 -3 projects	No	2	
	4 projects and above	No	4	
Sub-total			4	
Total			10	

Safety Officer:

(Maximum Points obtainable 5)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Diploma in Occupational Health and Safety Certificate	No	3	
	Certificate in Occupational Health and Safety	No	1	
Sub-total			3	
Years of experience in construction or similar projects	2 -4 years	No	1	
	5 years and above	No	2	
Sub-total			5	
Total			5	

ORGANISING AND STAFFING/PERSONNEL		
<u>PERSONNEL</u>	<u>TOTAL</u>	<u>SCORES</u>
Project Manager/Team Leader	15	
Site Agent	10	
Safety Officer	5	
TOTAL	30	

PLANT (Maximum Points obtainable 20)

It must be noted that a total points of 20 are obtainable by the Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor or Proof of ownership must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership or the Letter of intent or quotation from the lessor of firm's equipment must be attached and failure to do so will result in forfeiting the plant points	20-ton Excavator x 1	No	8	4	
	TLB x 2	No	4	2	
	10m ³ Tipper Trucks x 2	No	4	2	
	8000 litres water Truck x 1	No	2	1	
	Bakkies or LDV x 1	No	2	1	
Sub-total			20	10	
Total			20	10	

QUALITY CONTROL SYSTEM OF FIRM (Maximum Points obtainable 10)

Note: Company's ISO/QMS, PROGRAMME OF WORKS AND CASHFLOW

Provide proof of the company's ISO certificate or QMS, programme of works (Gantt Chart) illustrating the flow of work with critical paths and cash flow attached to works on the programme. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company QMS/ISO	ISO/QMS	No	5	
	Programme of works (MS Projects)	No	2.5	
	Cash Flow	No	2.5	
Sub-Total			10	
TOTAL			10	

EXPERIENCE OF FIRM (Maximum Points obtainable 20)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters / Completion certificates or orders issued with contact details. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms in similar projects	1 – 2 Project	No	5	
	3 – 5 Projects	No	10	
	6 Projects and more	No	20	
Sub-Total			20	
TOTAL			20	

Locality of Bidder or Joint Venture (20 points max)	Within Maquassi Hills Local Municipality	20	Municipal account of not more than 3 Months old.
	Within District Municipality	15	Municipal account of not more than 3 Months old
	Within Province	10	Municipal account of not more than 3 Months old
	Outside Province	5	Municipal account of not more than 3 Months old

TOTAL SCORE: _____/100

Bidders obtaining a minimum of 70 points qualify for further evaluation

Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

Unduly low tendered sums

Unduly high individual rates

Unduly low rates

Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Maquassi Hills Local Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2022, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged **to accept the lowest bid**.

☒ By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

☒ The Municipal Manager may cancel a contract awarded to a person if:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

☒ The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- c) 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;

- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Maquassi Hills Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e., whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on, Price and Preference points system

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME:

SIGNATURE: DATE:

EVALUATION SCHEDULE: FUNCTIONALITY

The Firm's tender responsiveness in relation to points is therefore summarized as follows:

Summary of Functionality	
Organising and Staffing	30
Plant	20
Quality management system	10
Experience of Firm	20
Locality	20
Total	100

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for price and Specific goals evaluation.

Organising and Staffing (Maximum points obtainable 30)

TOTAL SCORE: _____/100

THIRD AND FINAL STAGE OF EVALUATION: PRICE AND SPECIFIC GOALS

The municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Providers as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Regulations, 2022 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

Tenders will be evaluated using the 80/20 points allocation system as prescribed. The total points out of a possible maximum of 100 are calculated using the formula below.

Tender Price evaluation

Score points are distributed as follows:

80 – Points (For Price)

Item No.	Description	Allocated Points
1.	Price Competitiveness	80

In relation to tendered price, the points allocated to the tender price will be calculated using the following formula:

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

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

Where-

- Ps = Points scored for price of tender under consideration;
- Pt = Price of tender under consideration; and
- P min = Price of highest acceptable tender.

20 — Points (For Specific Goals)

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)
• Women	05	Identification Document	
• Locality (within Maquassi Hills Local Municipal)	05	Statement of Municipal Rates and Taxes of not more than Three Months	
• People with disability	05	Medical report confirming disability	
• Youth (18 – 35 years of age)	05	Identification document	

A joint venture will qualify for points for their Specific Goals status level as an unincorporated entity, provided that the entity submits their consolidated Specific Goals scorecard as if they were a group structure and that such a consolidated Specific Goals scorecard is prepared for every separate tender.

MAQUASSI HILLS LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE

RETURNABLE DOCUMENTS

List of returnable documents

1. Attach municipal account(s) as per the Company Registration Certificate (CIPC)

(proof Residence will not be accepted).

In case where a bidder is leasing a property, lease agreement as per Company Registration Certificate (CIPC) will be accepted.

Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority clearly stating that the bidder does not pay rates and taxes as it appears on the Company Registration Certificate (CIPC).

Proof of payment of municipal account of not more than 30 days old Company registration certificate

2. Copies of Identity document of Partners or Directors (certified)

3. Valid Tax Clearance certificate

4. Proof of registration with Central Supplier Database (CSD)

5. Valid documents to score for specific goals

6. Company Registration Certificate CIPC certificate (Certified)

7. Updated Company Profile

8. Latest Audited Financial Statements for the period of three years

9. Workman's compensation registration COIDA (Certification of registration to be attached) (Certified)

10. The Municipality wishes to inform all bidders that as part of the Local Economic Empowerment; a minimum of 20% Joint Venture will be required for the below project.

11. Bank Rating confirmation letter A and B

MAQUASSI HILLS LOCAL MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT AS PER CIPC
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
FORM K	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM L	DECLARATION OF PROCUREMENT ABOVE 10MILLION (VAT INCLUSIVE)
RETURNABLES FOR EVALUATION PURPOSES	
FORM M	TENDERER'S PROJECT STRUCTURE
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF PREVIOUS EXPERIENCE
FORM P	SCHEDULE OF CURRENT PROJECTS
FORM Q	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM R	RECORD OF ADDENDA TO TENDER DOCUMENTS

LIST OF MANDATORY RETURNABLE DOCUMENTS

The tenderer must complete and attached the following returnable documents

Failure to do so will result in tender being non-responsive (disqualified)

1. Attach municipal account(s) as per the Company Registration Certificate (CIPC)
(proof Residence will not be accepted).

In case where a bidder is leasing a property, lease agreement as per Company
Registration Certificate (CIPC) will be accepted.

Bidders that are residing in Traditional lands must attach a recent letter from the
Tribal Authority clearly stating that the bidder does not pay rates and taxes as it
appears on the Company Registration Certificate (CIPC).

Proof of payment of municipal account of not more than 30 days old Company
registration certificate

2. Copies of Identity document of Partners or Directors (certified)

3. Valid Tax Clearance certificate

4. Proof of registration with Central Supplier Database (CSD)

5. Valid documents to score for specific goals

6. Company Registration Certificate CIPC certificate (Certified)

7. Updated Company Profile

8. Latest Audited Financial Statements for the period of three years

9. Workman's compensation registration COIDA (Certification of registration to be
attached) (Certified)

10. The Municipality wishes to inform all bidders that as part of the Local Economic Empowerment; a
minimum of 20% Joint Venture will be required for the below project.

11. Bank Rating confirmation letter A and B

COMPULSORY BID DOCUMENTS

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MAQUASSI HILLS LOCAL MUNICIPALITY)					
BID NUMBER:	MHLM/SCM/09/2025-26	CLOSING DATE:	06 AUGUST 2026	CLOSING TIME:	12:00
DESCRIPTION	REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE				
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					
19 Kruger STREET					
Wolmaranstad					
2630					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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	SCM UNIT		CONTACT PERSON	Mr D Marake	
CONTACT PERSON	Ms R Kgobe		TELEPHONE NUMBER	081 097 4849	
TELEPHONE NUMBER	018 596 1068		FACSIMILE NUMBER	-	
FACSIMILE NUMBER	-		E-MAIL ADDRESS	marakediphapang@gmail.com	
E-MAIL ADDRESS	rosinahm@maquassihills.org		-		

**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, 2017, 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 A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Maquassi Hills Local Municipality in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. Attach municipal account(s) as per the Company Registration Certificate (CIPC)

(proof Residence will not be accepted).

In case where a bidder is leasing a property, lease agreement as per Company Registration Certificate (CIPC) will be accepted.

Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority clearly stating that the bidder does not pay rates and taxes as it appears on the Company Registration Certificate (CIPC).

Proof of payment of municipal account of not more than 30 days old Company registration certificate

2. Copies of Identity document of Partners or Directors (certified)

3. Valid Tax Clearance certificate

4. Proof of registration with Central Supplier Database (CSD)

5. Valid documents to score for specific goals

6. Company Registration Certificate CIPC certificate (Certified)

7. Updated Company Profile

8. Latest Audited Financial Statements for the period of three years

9. Workman's compensation registration COIDA (Certification of registration to be attached) (Certified)

10. The Municipality wishes to inform all bidders that as part of the Local Economic Empowerment, a minimum of 20% Joint Venture will be required for the below project.

11. Bank Rating confirmation letter A and B

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 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?</p> <p>(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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
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 IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM C: DECLARATION OF INTEREST (MBD4)

1. **No bid will be accepted from persons in the service of the state¹.**

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:

 - 3.2 Identity Number:

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

 - 3.4 Company Registration Number:

 - 3.5 Tax Reference Number:

 - 3.6 VAT Registration Number:

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

 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars:

 -

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

- a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;

- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars:

.....
.....

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

3.10.1 If yes, furnish particulars:

.....

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

3.11.1 If yes, furnish particulars:

.....
.....
.

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

3.12.1 If yes, furnish particulars:

.....
.....
.

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

3.13.1 If yes, furnish particulars:

.....
.....
.

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

3.14.1 If yes, furnish particulars:

.....

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr
Pro-Forma

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
<h1 style="font-size: 2em; margin: 0;">Pro-Forma</h1>		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NB: For purposes of this project, SARS tax verification PINs shall apply.

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:

Date:

Signature:

Full name of signatory:

**ATTACH HERETO A COPY OF THE LETTER FROM THE BANK TO THIS
PAGE NOT OLDER THAN THREE (3) MONTHS**

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

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

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 (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)
• Women	05	Identification Document	
• Locality (within Maquassi Hills Local Municipal)	05	Statement of Municipal Rates and Taxes of not more than Three Months	
• People with disability	05	Medical report confirming disability	
• Youth (18 – 35 years of age)	05	Identification document	

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.

WITNESSES
1.
2.

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

FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Proof of good standing with the Compensation Commissioner must be attached hereto (COIDA)

FORM M1: DECLARATION OF PROCUREMENT ABOVE 10 MILLION (VAT INCLUSIVE).

MBD5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

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

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

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

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

YES / NO

2.2 If yes, provide particulars.

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

YES / NO

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

If yes, furnish particulars

.....
.....

YES / NO

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

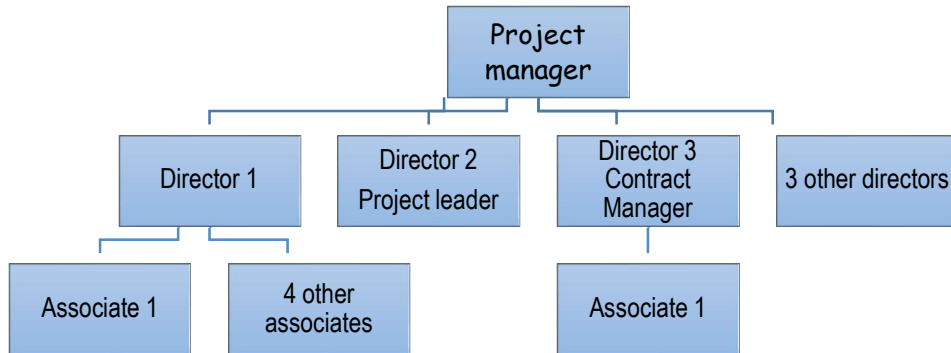
RETURNABLES FOR EVALUATION PURPOSES

FORM M2: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

EVALUATION: FUNCTIONALITY

In relation to functionality, points are therefore summarized as follows:

Summary of Functionality	
Organising and Staffing	30
Plant	20
Quality management system	10
Experience of Firm	20
Locality	20
Total	100

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for price and Specific goals evaluation.

Organising and Staffing (Maximum points obtainable 30)

Project Manager/ Team Leader: *(Maximum Points obtainable 15)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National Diploma in Civil Engineering or NQF 6	No	3	
	B Tech Degree in Civil Engineering or NQF 7	No	6	
Sub-total			6	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable water infrastructure projects	1 project	No	2	
	4 - 6 projects	No	4	
	7 projects and above	No	9	
Sub-total			9	
Total			15	

Site Agent: *(Maximum Points obtainable 10)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National N6 Certificate in Civil Engineering or equivalent NQF 5	No	3	
	National Diploma in Civil Engineering or equivalent NQF 6	No	6	
Sub-total			6	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects water infrastructure projects	1 project	No	1	
	2 -3 projects	No	2	
	4 projects and above	No	4	
Sub-total			4	
Total			10	

Safety Officer: *(Maximum Points obtainable 5)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Diploma in Occupational Health and Safety Certificate	No	3	
	Certificate in Occupational Health and Safety	No	1	
Sub-total			3	
Years of experience in construction or similar projects	2 -4 years	No	1	
	5 years and above	No	2	
Sub-total			5	
Total			5	

ORGANISING AND STAFFING/PERSONNEL		
<u>PERSONNEL</u>	<u>TOTAL</u>	<u>SCORES</u>
Project Manager/Team Leader	15	
Site Agent	10	
Safety Officer	5	
TOTAL	30	

PLANT (Maximum Points obtainable 20)

It must be noted that a total points of 20 are obtainable by the Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor or Proof of ownership must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership or the Letter of intent or quotation from the lessor of firm's equipment must be attached and failure to do so will result in forfeiting the plant points	20-ton Excavator x 1	No	8	4	
	TLB x 2	No	4	2	
	10m ³ Tipper Trucks x 2	No	4	2	
	8000 litres water Truck x 1	No	2	1	
	Bakkies or LDV x 1	No	2	1	
Sub-total			20	10	
Total			20	10	

QUALITY CONTROL SYSTEM OF FIRM (Maximum Points obtainable 10)**Note: Company's ISO/QMS, PROGRAMME OF WORKS AND CASHFLOW**

Provide proof of the company's ISO certificate or QMS, programme of works (Gantt Chart) illustrating the flow of work with critical paths and cash flow attached to works on the programme. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company QMS/ISO	ISO/QMS	No	5	
	Programme of works (MS Projects)	No	2.5	
	Cash Flow	No	2.5	
Sub-Total			10	
TOTAL			10	

EXPERIENCE OF FIRM (Maximum Points obtainable 20)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters / Completion certificates or orders issued with contact details. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms in similar projects	1 – 2 Project	No	5	
	3 – 5 Projects	No	10	
	6 Projects and more	No	20	
Sub-Total			20	
TOTAL			20	

Locality of Bidder or Joint Venture (20 points max)	Within Maquassi Hills Local Municipality	20	Municipal account of not more than 3 Months old.
	Within District Municipality	15	Municipal account of not more than 3 Months old
	Within Province	10	Municipal account of not more than 3 Months old
	Outside Province	5	Municipal account of not more than 3 Months old

TOTAL SCORE: _____/100

FORM O: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM P: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

FORM Q: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

MAQUASSI HILLS LOCAL MUNICIPALITY



PROJECT DESCRIPTION: REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy

MAQUASSI HILLS LOCAL MUNICIPALITY



**PROJECT DESCRIPTION: REPLACEMENT OF ASBESTOS PIPELINE IN
MAKWASSIE**

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

**FORM C.1.1 FORM OF OFFER AND ACCEPTANCE –
REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE**

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT No: MHL/SCM/09/2025-26: REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE.**

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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature
Of Witness _____

Name

Date

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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 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.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature
Of Witness _____

Name

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

5 Subject

Details

6 Subject

Details

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

amendments to the documents 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 (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Maquassi Hills Local Municipality</p> <p>The address of the Employer is: 19 Kruger Street Wolmaransstad 2630</p> <p>Cell: 079 157 3413 Telephone: 018 596 1068</p>
2	The Project is for Replacement of Asbestos Pipeline in Makwassie
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
7	Copyright of document prepared for the project shall be vested with the Maquassi Hills Local Municipality
8	Settlement of dispute is to be in terms of Supply Chain Management Policy of the Maquassi Hills Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
9	Service Providers will be paid in accordance with the Maquassi Hills Local Municipality Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Maquassi Hills Local Municipality
11	The prices escalation/fluctuations of the goods to be supplied shall be covered in the Service Level Agreement to be entered into

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is Address: Telephone: Facsimile:																					
2	The authorised and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Facsimile: Address:																					
3	The Key Persons and their jobs / functions in relation to the services are: <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="width: 10%;">No</th> <th style="width: 50%;">Name</th> <th style="width: 40%;">Specific Duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No	Name	Specific Duties																		
No	Name	Specific Duties																				

C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Maquassi Hills Local Municipality 19 Kruger Street Wolmaransstad 2630
Address of Engineer/Appointed Consultant	1.11.16	Sea Projects and Engineering (Pty) Ltd 68 Boom Street Klerksdorp 2571
Address of Contractor	1.1.19
Time within which Works to be Commenced	5.3	14 days after Commencement Date
Programme to be furnished within	5.6	At time of Site Handover
Special Risks Insurance& SASRIA	8.6.1.2	Required (Coupon Number to be provided)
Amount of Special Risks Insurance	8.6.1.2	R2 000 000-00
Minimum Amount of Liability Insurance	8.6.1.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * per cent on nett cost of materials actually used.
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	5.1	12 Months
Amount of penalty	5.13	R 2 000-00 per calendar day to a max of 10% of the certified value of work.
Delivery of Contractor's final Statement	6.10.8	Within 14 days after certified date of completion of Works
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule	6.8.2	Contract Price Adjustment Schedule Once a year based on CPIX (Civil Engineering as per Stats SA PPI)

I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such site and materials

REFERENCE TO:	CLAUSE	DATA
Functions of the Engineer	3.1	<p>If the Engineers is not the Maquassi Hills Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> i. 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 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10 ii. The issuing of an order to vary 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 a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4 iii. The approval of any claim by the Contractor.

REFERENCE TO:	CAUSE	DATA
Contractor's Employees	4.10	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.</p> <p>Add the following to the clause: "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.</p> <p>The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manager.</p>
Contractor's Superintendence	4.12	<p>Add the following new clause: The Contractor or his representative shall attend all site meetings with</p>

		<p>the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2 "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p>
Commencement of the contract	5.2	<p>"Commencement Date" means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> 1. Handover of Site
Commencement of Works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: Letter of Acceptance of Construction/Performance Guarantee Health & Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation Proof of submission of Registration of Project at Department of Labour</p> <p>If active construction has not started within 14 days of site handover the Client, Maquassi Hills Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MHLM shall not be held liable for any loss or damages resulting from such a termination</p>
Access to the	5.4	<p>Site Handover Certificate to be given at Time of Site Handover.</p>

Site		<p>Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause: The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Programme	5.6	Within 7 days from date of Site Handover.
Extension of time for completion	5.7	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + (Rw \square Rn)/X$ <p>The symbols shall have the following meanings:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded. Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below. Rw = Actual rainfall in mm for the calendar month under consideration. X = 10 Y = 10</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated</p>

		<p>using pro rata values of N_n and R_n.</p> <p>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y_{mm}.</p> <p>The factor $R_w - R_n/x$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Y_{mm}, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.</p>
Completion	5.14	12 Months
Completion, Approval Certificates and Defects Liability Period	5.14	<p>Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.</p>
Defects liability period	5.14.5.2 6.10.5.1	<p>Add to Sub-Clause 5.14.5.2 “In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”</p>
Security	6.2	<p>Within 14 days of Letter of Appointment</p> <p>Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”</p>
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.
Amendments to Schedule of Quantities and Scope Reduction	6.3	<p>The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.</p>

		The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.
Value of Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Schedule of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site. Add to the clause: "An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training."
Special Materials	6.8.3	As per Schedule of Special Materials
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property."
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Retention Money	6.10.3	No interest will be paid on retention money
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the

		<p>Contractor by law.</p> <p>c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.</p>
Quality of materials and workmanship	7.2	<p>Add to the Clause:</p> <p>“The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Engineer.”</p>
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R2 000 000 per claim, claims unlimited
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. **Quantities estimates are for only the evaluation purposes only.**
7. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
8. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
9. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
10. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
11. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

MAQUASSI HILLS LOCAL MUNICIPALITY
REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE
CONTRACT NO. MHLM/SCM/09/2025-26
BILL 1 : PRELIMINARY & GENERAL

ITEM NO.	REF. CI.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS					
	1200A	GENERAL				
1.1	8.3	<u>FIXED CHARGE AND VALUE-RELATED ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	sum	1		
	8.3.2	<u>Establish facilities on site</u>				
	8.3.2.1	i) <u>Facilities for the Engineer</u>				
1.1.2		a) Name board as per Drw. No.	no	1		
	8.3.2.2	ii) <u>Facilities for Contractor</u>				
1.1.3	a)	Offices and storage sheds	sum	1		
1.1.4	b)	Workshops	sum	1		
1.1.5	c)	Laboratories	sum	1		
1.1.6	d)	Living accommodation	sum	1		
1.1.7	e)	Ablution and latrine facilities	sum	1		
1.1.8	f)	Tools and equipment	sum	1		
1.1.9	g)	Water supplies, electric power and communications	sum	1		
1.1.10	h)	Dealing with water	sum	1		
1.1.11	i)	Access	sum	1		
1.1.12	j)	Plant	sum	1		
Page 87 of 178						
CARRIED FORWARD						

			BROUGHT FORWARD				
1.1.13		k)	Occupational Health & Safety	sum	1		
1.1.14	8.3.3		Other fixed charge obligations	sum	1		
1.1.15	8.3.4		Removal of site establishment	sum	1		
	SABS						
	1200A						
1.2	8.4		<u>TIME RELATED ITEMS</u>				
1.2.1	8.4.1		Contractual requirements	sum	1		
	8.4.2		<u>Operations and maintenance of facilities on site</u>				
	8.4.2.1		<u>Facilities for Engineer</u>				
		i)	<u>Facilities for the Engineer</u>				
1.2.2		a)	One name board as per Drw. No.	no	1		
	8.4.2.2		<u>Facilities for Contractor</u>				
1.2.3		a)	Offices and storage sheds	sum	1		
1.2.4		b)	Workshops	sum	1		
1.2.5		c)	Laboratories	sum	1		
1.2.6		d)	Living accommodation	month	8		
1.2.7		e)	Ablution and latrine facilities	month	8		
1.2.8		f)	Tools and equipment	month	8		
			CARRIED FORWARD				

			BROUGHT FORWARD				
1.2.9.		g)	Water supplies, electric power and communications	month	8		
1.2.10		h)	Dealing with water	month	8		
1.2.11		i)	Access	month	8		
1.2.12		j)	Plant	month	8		
1.2.13		k)	Occupational Health & Safety	month	8		
1.2.14		l)	Supervision for duration of contract	month	8		
1.2.15	8.4.4	Company and Head Office overhead costs for the duration of the Contract		month	8		
	8.4.5	<u>Other time related obligations</u>					
1.2.16		a)	Retention Money Guarantee	month	8		
1.2.17		b)	All other time related obligations	month	8		
1.3	8.5	<u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u>					
		<u>Provisional Sum</u>					
1.3.1		Material to be used during execution of day (Refer PSA8.1)		sum	1		
1.3.2		Community Liason Officer (CLO)		month	8		
		CARRIED FORWARD					

MAQUASSI HILLS LOCAL MUNICIPALITY
REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE
CONTRACT NO. MHLM/SCM/09/2025-26
BILL 2 : DN250 BULK PIPELINE

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS					
2.1	1200C	SITE CLEARANCE				
2.1.1	8.2.1	Clear and grub reservoir site	m ²	280		
	SABS					
2.2	1200DE	EXCAVATION				
2.2.1	8.3.2a)	Excavation to the required depth in all materials for trenches, backfilling, compaction and disposal of surplus unsuitable materials for the following depths:				
		a) Over 1.0 m up to 1.5 m deep for all pits	m ³	900		
		b) Over 1.5 m up to 2.0 m deep for all pits	m ³	50		
		c) Over 2.0 m up to 2.5 m deep for all pits	m ³	25		
2.2.2	8.3.2b)	Extra-over item 3.2.1 for				
		a) Intermediate excavation (Provisional)	m ³	135		
		b) Hard rock excavation (Provisional)	m ³	225		
		c) Boulders excavation (Provisional)	m ³	18		
2.2.3	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m ³	135		
2.2.3	8.3.4	Importation of material from an open borrow pit within 0.5 km free haul distance, place in backfill and compacted to 90% MOD AASHTO density	m ³	225		
2.2.4	8.3.3.b)	Import backfill material from designated borrow pits (Provisional)	m ³	378		
Page 91 of 178						
CARRIED FORWARD						

2.9	SABS						
	1200L	MECHANICAL EQUIPMENT:					
		Supply, install and build in pipework, fittings and equipment as detailed on the drawings & specified					
		In Project Specification PSL comprising of the following:					
		OFF-TAKE CHAMBER					
		AA	STEEL PIPE LISTED ELSEWHERE	no	1		
		AB	FLANGE ADAPTOR FOR STEEL PIP	no	1		
		AC	FLANGED NON-RISING SPINDLE, CLOCKWISE CLOSING WITH HANDWHEEL WATERWORKS PATTERN RESILIENT SEAL GATE VALVE ACCORDING TO SABS 664, TABLE 1000/3	no	2		
		AD	200 x 200 x 100ND FLANGED STEEL TEE PIECE. FITTING TO HAVE THE FOLLOWING DIMENSIONS: a) CENTRE-TO-FACE INCOMING LEG = 280mm b) CENTRE-TO-FACE OUTGOING LEG = 280mm c) CENTRE-TO-FACE BRANCH = 28	no	1		
		AE	FLANGED NON-RISING SPINDLE, CLOCKWISE WATERWORKS PATTERN RESILIENT SEAL GATE VALVE ACCORDING TO SABS 664, TABLE 1000/3	no	1		
		CARRIED FORWARD					

MAQUASSI HILLS LOCAL MUNICIPALITY						
REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE						
CONTRACT NO. MHLM/SCM/09/2025-26						
BILL 3 : MAKWASSIE WATER RETICULATION						
ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS	<u>BULK WATER & RETICULATION</u>				
3.1	1200D R	<u>EARTHWORKS (Pipe trenches)</u>				
3.1.1		<u>SITE CLEARANCE</u>				
	8.3.1a	a) Clear vegetation and trees of girth up	m	21 760		
	8.3.1b	b) Clear trees of girth over 1 m	no	50		
	8.3.1c	c) Removal of topsoil 200mm deep	m2	4 355		
	SABS					
3.1.2	1200D R	<u>Excavation</u>				
3.1.2.1	8.3.2a	Excavation in all materials for trenches for 200 mm nominal diameter pipes and smaller. Rates include backfill, compact and disposal of surplus and unsuitable material.				
	a)	Up to 1,5 m deep	m ³	17 905		
	b)	Exceeding 1,5 m up to 3,0m deep	m ³	0		
3.1.2.2	8.3.2b	<u>Extra-over item for 3.1.3.1</u>				
	a)	Intermediate excavation (Provisional)	m ³	5 375		
	b)	Hard rock excavation (Provisional)	m ³	3 580		
3.1.2.3	8.3.2c	Excavate and disposal of unsuitable material from trench bottom (Provisional)				
			m ³	8 955		
3.1.2.4	8.3.3.1a	From other necessary excavations on site (Provisional)				
			m ³	2 686		
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CARRIED FORWARD						

BROUGHT FORWARD						
3.1.2.4	8.3.3.1b	Import backfill material from designated bo	m ³	5 015		
		(Provisional)				
3.1.2.4	8.3.3.1c	Import backfill material from commercial so	m ³	1 881		
		selected by the Contractor (Provisional)				
3.1.2.5	8.3.3.2	Opening up and closing down of designated borrow				
		pit	ha	1.2		
3.1.2.6	8.3.3.3	Compaction in road reserve	m ³	3 000		
3.1.2.7	8.3.3.4	<u>Overhaul</u>				
	a)	Limited overhaul (0,5 to 1,0 km) (Prov	m ³	7 220		
	b)	Long overhaul (Provisional)	m ³ /km	48 000		
3.1.2.8	8.3.4.1	Shore trench opposite structure or service	m	12 740		
3.1.2.9		<u>Existing services that intersect or adjoin a</u>				
	8.3.5a	<u>trench</u>				
	a)	Services that intersect a trench	no	213		
	8.3.5b	b) Services that adjoin a trench	m	1 594		
	SABS					
3.2	1200LE	<u>BEDDING AND BLANKET</u>				
3.2.1		<u>Selected granular material for bedding, cradle</u>				
		<u>and blanket for trench excavation</u>				
3.2.3.1	8.3.3.1	From other necessary excavations (Provisional)				
	a)	Selected bedding material	m ³	1 475		
CARRIED FORWARD						

			BROUGHT FORWARD				
		b)	Selected blanket material	m ³	1 475		
3.2.3.2	3.3.3.3	<u>From borrow pits (Provisional)</u>					
		a)	Selected bedding material	m ³	1 475		
		b)	Selected blanket material	m ³	1 475		
3.2.3.3	3.3.3.3	<u>From commercial sources (Provisional)</u>					
		a)	Selected bedding material	m ³	1 918		
		b)	Selected blanket material	m ³	1 918		
3.2.3.4	8.3.5	Overhaul of material for bedding cradle & selected fill blanket (Prov.)		m ³ /km	44 550		
	SABS						
3.3	1200L	<u>MEDIUM PRESSURE PIPELINES</u>					
3.3.1		<u>o-PVC Pressure Pipes and Fittings</u>					
3.3.1.1	8.3.1	Supply, lay, bed, disinfect, test and backfill the following					
		uPVC pressure pipes (conforming with SABS 946 Part 1 specifications in 6 m lengths, each pipe fitted at one end with socket for Mechanical jointing, in the following dia:					
		a)	160mm dia PN16	m	1 040		
		b)	110mm dia PN16	m	12 025		
		c)	90mm dia PN16	m	6 217		
		d)	63mm dia PN16	m	5		
			CARRIED FORWARD				

			BROUGHT FORWARD				
		e)	32mm dia HDPE PN12.5	m	2 475		
		f)	150mm dia HDPE PN12.5	m	600		
3.3.2		<u>FITTINGS AND SPECIALS FOR FIXING ON TO</u>					
		<u>uPVC PIPES</u>					
		Fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fittings to be either uPVC, cast iron or epoxy-painted steel subject to Engineer's approval (flanges drilled SABS 1123-1977 Table 16)					
3.3.2.1		<u>Bends 90 degrees</u>					
		a)	160mm dia	no	4		
		b)	110mm dia	no	4		
		c)	90mm dia	no	4		
		d)	63mm dia	no	0		
3.3.2.2		<u>Bends 45 degrees</u>					
		a)	160 mm dia	no	0		
		b)	110 mm dia	no	0		
		c)	90 mm dia	no	0		
		d)	75mm dia	no	0		
			CARRIED FORWARD				

BROUGHT FORWARD							
3.3.2.3	<u>Bends 23.5 degrees</u>						
	a)	110mm dia	no	0			
	b)	90 mm dia	no	0			
	c)	75mm dia	no	0			
3.3.2.4	<u>Bends 11.25 degrees</u>						
	a)	110 mm dia	no	0			
	b)	90 mm dia	no	0			
	c)	75mm dia	no	0			
3.3.2.5	<u>Equal Tee</u>						
	a)	160 mm dia	no	0			
	b)	110 mm dia	no	6			
	c)	90 mm dia	no	9			
	d)	75 mm dia	no	0			
3.3.2.6	<u>Reducing Tee</u>						
	a)	160 to 110 mm dia	no	8			
	b)	110 to 90 mm dia	no	5			
CARRIED FORWARD							

		<u>YARD CONNECTIONS</u>					
3.6		Supply and install HDPe Erf connections and yard					
3.6.1		connections, complete with meter, saddles, bends,					
		fittings, pipes and valves, as shown on plan no.					
		STC-BBR-WT-T10					
		a)	Across road serving 2 erven = 32 DN	no	170		
			(Estimated 5600 mm HDPe pipe required)				
		b)	Across road serving 1 erf = 32 DN	no	26		
			(Estimated 4700 mm HDPe pipe required)				
		c)	Near-side of the road serving 2 erven	no	204		
			(Estimated 2800 mm HDPe pipe required)				
		d)	Near-side of the road serving 1 erf = 3	no	30		
			(Estimated 2400 mm HDPe pipe required)				
		e)	Stand tap, complete (with galvanised piping				
			from meter to stand tap) as shown on plan no.				
			STC-BBR-WT-T10	no	804		
	SABS						
3.7	1200L	HYDRAULIC FIELD TESTING OF PIPES					
3.7.1	8.3.1	All labour, materials & equipment required to carry					
		out any tests according to SANS specificat			sum	1	
3.7.2		STERILISATION					
		Supply all material, water, equipment, plant and					
		labour to sterilise all the pipes and fittings					
		according to SANS specifications			sum	1	
		TOTAL BILL 2 CARRIED FORWARD TO SUMMARY					

MAQUASSI HILLS LOCAL MUNICIPALITY**REPLACEMENT OF ASBESTOS PIPELINE IN MAKWASSIE****CONTRACT NO. MHLM/SCM/09/2025-26****BILL 4 : DAYWORKS**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.1		<u>Dayworks Labour</u>				
		a) Contractor's Representative	hr	18		
		b) Surveyor	hr	16		
		c) Qualified artisan	hr	28		
		d) Foreman, leader-hand (9 hr/workday)	workday	20		
		e) Semi-skilled labourer (9 hr/workday)	workday	20		
		f) Labourer (9 hr/workday)	workday	75		
4.2		<u>Planthire : Work Rates on Site</u>				
4.2.1		<u>Tipper truck (specify capacity)</u>				
		a) 5m ³ (small)	hr	16		
		b) 10m ³ (large)	hr	16		
4.2.2		<u>Flat bed truck (specify capacity)</u>				
		a) 5 ton (small)	km	800		
4.2.3		LDV	km	1 300		
4.2.4		Wheel loader: m ³ bucket (specify	hr	16		
4.2.5		<u>Bull dozer</u>				
		a) m ³ (small)	hr	20		
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CARRIED FORWARD						

PART 3 SCOPE OF THE WORKS

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1. **DESCRIPTION OF THE WORKS**

1.1 **Employer's Objectives**

The contract comprises the construction of the village water reticulation and connection to the existing reticulation and bulk systems. The bulk supply will be provided from the two existing reservoirs.

1.2 **Overview of the Works**

This project comprises the construction of:

- a) All internal reticulation pipelines
- b) Testing and connection to existing reticulation
- c) Connection to existing reservoirs
- d) Installation yard connections to each house
- e) All associated valve chambers and connections
- f) Testing of the entire system

1.3 **Extent of the Works**

The work required to be done by the Contractor, comprises the execution of civil work and includes:

- a) Establishment of the Contractor's camp and facilities
- b) Clearing and removal of trees
- c) Excavation and earthworks
- d) Pipework and valve chambers
- e) Re-establishment of fencing
- f) Trimming and finishing of construction site
- g) Removal of site establishment

1.4 **Location of the Works**

- a) Makwassie is situated along the R502, approximately 13km South of Wolmaranstad.

- b) Location Data

Province	: North West
District Municipality	: Dr Kenneth Kaunda
Local Municipality	: Maquassi Hills Local Municipality
Co-ordinates	: S 27°18'55.4"
	: E 25°59'37.3"

1.5 **Temporary Works**

The Contractor has no responsibility for construction of temporary works.

2. **ENGINEERING**

2.1 **Design Services and Activity matrix**

- a) The Contractor has no responsibility for design of permanent works.
- b) The Contractor has no responsibility for the design of temporary works.

2.2 Employer's Design

The Employer's design of the Works is complete.

Construction drawings for the Works are complete.

As-built drawings will be compiled by the Employer, however it is to be noted that it remains the duty of the Contractor to timeously convey any information in his possession which may prove necessary for the Engineer for compilation of the as-built drawings.

2.3 Drawings

2.3.1 Drawings Prepared by Contractor

None required.

2.3.2 Drawings Prepared by the Employer

The drawings prepared by the Employer comprise the following:

a) Drawings issued separately

The Contractor will be supplied with three (3 no) full scale prints of each construction drawing free-of-charge. Further copies will be charged for at ruling rates.

Any information in the possession of the Contractor, which is necessary for the resident engineer for completing of his as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

b) Drawings are issued separately in A3 format.

3. PROCUREMENT

3.1 Preferential Procurement Procedure Requirements

The Employer's preferential procurement policy applicable to this Contract is set out in section 6.3.2 of the Tender Data.

3.1.1 Applicable Specification

The South Africa National Standards SANS 1914 - 5 : 2002 Edition 1 specification shall apply to the Contract.

a) Definition of Targeted Labour

South African Citizens who:

- have not been employed for more than 100 days during the year preceding their engagement on the Contract; and
- reside within the boundaries of Vhembe District Municipality

b) Weighting Factor (Clause 3.3.1)

The weighting factor for all cases shall be unity.

b) **Targeted Labour Engagement**

The Contractor will be required to employ local labour in the execution of the labour-intensive work activities. It will be encouraged that the unskilled labour force constitutes 100% of local labour. Remuneration will be as the EPWP Municipal Determined rates. MHLM will therefore inform the Contractor the rates to be paid labour

Targeted labour shall be engaged on the following aspects of the Contract:

<u>Activity</u>	<u>Target area</u>
Site Clearance	Clearing of pipeline route
Bedding	Pipe laying
Backfilling	Pipe laying

3.2 Subcontracting

3.2.1 **Mandatory subcontract works**

This project does not provide for any mandatory subcontract works.

3.2.2 **Preferred subcontractors/suppliers**

This project does not provide for any preferred subcontractors or suppliers.

3.2.3 **Subcontracting procedures**

Should the Contractor intend to employ subcontractors for execution of portions of the Works, the relevant information shall be submitted per Appendix A8 of Volume 2 of this document, for consideration of the Employer.

4. CONSTRUCTION

4.1 Works Specifications

4.1.1 **Applicable SABS Standardised Specifications**

The applicable standardised specifications for this Contract shall be the following:

SABS 1200	A	-	General
SABS 1200	C	-	Site Clearance
SABS 1200	D	-	Earthworks
SABS 1200	DB	-	Earthworks (Pipe Trenches)
SABS 1200	DK	-	Gabions & Pitching
SABS 1200	G	-	Concrete
SABS 1200	L	-	Medium Pressure Pipelines
SABS 1200	LB	-	Bedding
SANS 10268 – 1 :			2009 Welding of Thermoplastics – Welding Processes : Heated-tool Welding
SANS 10268 – 10 :			2009 Welding of Thermoplastics – Welding Processes : Weld Defects
SANS 10269 :			2015 Welding of Thermoplastics – Testing and Approval of Welders
SANS 10270 :			2015 Welding of Thermoplastics – Approval of

Welding Procedures and Welds
The Suppliers of HDPE Piping and Fittings to be SAPPMA Approved

4.1.2 The following variations to standardised specifications and additional clauses are applicable to this Contract and are contained in "Annexure A to the Scope of Work".

PSA	General
PSAB	Engineer's Office
PSC	Site Clearance
PSDB	Earthworks (Pipe Trenches)
PSDK	Gabions and Pitching
PSG	Concrete (Structural)
PSL	Medium Pressure Pipelines
PSLB	Bedding (Pipes)
PSPB	Trenchless Pipe Boring

4.1.3 Particular Specifications

The following Particular Specifications are applicable to this Contract and are contained in "Annexure B to the Scope of Work".

PA	Trimming of Site
PB	Building Work
PF	Fencing
POHAS	Occupational Health and Safety

4.2 Plant and Materials

All materials used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

4.3 Construction Equipment

The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Engineer be of the opinion that the equipment in use is in any way unsuitable for carrying out the works in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements.

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment.

4.4 Existing Services

4.4.1 Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the Contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services.

The Contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the Schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General payment items.

In addition if the proposed new services crosses underneath overhead power lines belonging to Eskom as well as underground pipelines and communication cables belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The Contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations.

Work executed within the road reserve of provincial or local roads shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure, special care must be taken so as not to disturb the functioning of the existing facilities.

4.4.2 Connection to Existing Services

Prior to connection of new services to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such Works. Only upon written approval of the Engineer, may connections to existing services be made.

4.4.3 Contractor to Notify Relevant Authority and the Engineer of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the Engineer and Authority. The Contractor will be held responsible for paying all costs incurred by the Service owner or himself as result of each incident where the relevant service was clearly identified before hand.

4.5 **Site Establishment**

4.5.1 Services and Facilities provided by the Employer:

a) Water

Water is available on site.

b) Electricity / power supply

No electricity is available on site.

The Contractor shall be responsible for making his own arrangements to obtain water, electric power and other services that he may require for construction purposes.

The costs of making such arrangements, for meeting the conditions imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs.

4.5.2 Facilities Provided by the Contractor

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshops. He shall be responsible for all negotiations with the relevant authorities and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection.

Should the Contractor require additional storage sites outside of the municipal areas he will be responsible for making his own arrangements at his own cost for such offices.

The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of Works.

4.5.3 Other Facilities and Services

a) Latrine and Ablution Facilities

It will be required of the Contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

b) Housing of Contractor's Staff

The Contractor shall make his own arrangements for the housing of his supervisory staff.

c) Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of watchmen shall be borne by the Contractor.

4.5.4 Name Boards

The Contractor shall provide for the installation of one (1) name board. The size, design and contents shall be as indicated on the detail drawing.

The name boards shall be removed upon completion of the Works.

4.6 Site Usage

The Employer expects the contractor, his staff or agents to maintain good public relations with landowners, other contractors and members of the public at all time.

The Contractor shall see to it that no roads, gates, pipes, fences, vegetation and crops with private ownership is damaged due to construction activities.

4.7 Permits and Way Leaves

No way leaves are required on this project.

4.8 Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

4.9 Water for Construction Purposes

No water for construction purposes is available on site. The Contractor shall make provision for procuring, transporting and storing of water for construction purposes at his own cost.

4.10 Survey Control and Setting Out of the Works

4.10.1 Survey Control

a) Geometric Control

The Bench Mark Control and topographical survey for the Works has been established. The Contractor is to check the Bench marks and existing levels prior to construction and bring any discrepancies to the attention of the Engineer.

b) Preservation and Replacement of Beacons and Pegs

The Contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer, shall be replaced by a Registered Land Surveyor at the expense of the Contractor. Any errors in construction levels or positions resulting from use of disturbed bench marks shall be made good by the Contractor at his expense.

4.10.2 Setting out of the Works

a) Setting out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract Data or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

b) Construction Tolerance Control

The Contractor will be required to issue to the Engineer in writing certification of construction accuracy at each of the following construction phases, before continuing with the next phase of construction:

- i) Setting out of Works.
- ii) Corner positions and levels of building platform
- iii) Centre lines and levels of access roads

The Contractor shall only continue with the next phase of construction when directed by the Engineer in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

5. MANAGEMENT

5.1 Management of the Works

5.1.1 Planning and Programming

The Contractor shall supply within the period stated in the Contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each week and the anticipated cash-flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The programme shall make provision for the accommodation of other contractor's requirements. It will be required from the contractor to liaise with other contractors to ensure continuous co-ordination and execution of the scheduled work.

5.1.2 Recording of Weather

The Contractor shall provide and install a rain gauge on site and shall record rainfall data in the site diary. A site diary will be issued to the Contractor.

5.2 Health and Safety

5.2.1 Health and Safety Requirements

The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

5.2.2 Protection of the Public

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.
- b) Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
- c) Movement of construction equipment must be controlled on site at all times.
- d) When dust from the Works becomes a nuisance the Contractor shall, when so ordered by the Engineer, apply sufficient water or take other measures to lay the dust.

6. ANNEXURES

Annexure A Variations to Standardized Specifications and Additional Clauses

Annexure B Particular Specifications

Annexure C Drawings

ANNEXURE A VARIATIONS TO STANDARDISED SPECIFICATIONS AND ADDITIONAL CLAUSES

PSA GENERAL

This portion contains essential clauses and data and additional clauses required to augment the standardised specifications to suit the nature of this Contract.

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings are 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 lay-outs and details shown in the Annexures to the Project and Particular Specifications shall prevail.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

PSA3 PREVENTION OF DUST AND NOISE NUISANCE (Clause 5.6)

The Contractor is particularly required to take all necessary precautions, including watering where appropriate, to prevent dust blowing from construction material and spoil heaps and/or ground stripped of vegetation cover. The Contractor shall take necessary steps to limit noise during school activities.

PSA4 TOLERANCES

PSA4.1 Methods of Specifying (Clause 6.1)

Tolerances for final earthwork levels : 25 mm ±
Tolerances for final earthwork reference positions (X & Y Plane as per the L.O. system) : 25 mm ±

PSA4.2 Degrees of Accuracy (Clause 6.2)

The Degree of Accuracy of II shall generally apply to this contract, with the following exceptions:

Elements or components above foundations I

PSA5 TESTING (Clause 7)

PSA5.1 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 appended as annexures to these Specifications.

PSA5.2 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 39 of the Conditions of Contract or for him to recommend termination to the Employer in terms of Clause 55 thereof.

PSA6 PAYMENT (Clause 8.2)

Monthly progress payment certificates shall be submitted to the Engineer's Representative on site on the last working day of the calendar month in which the work was done to allow for reconciliation of all quantities, rates, extensions and additions in the certificate. Upon approval by the Engineer's Representative, the certificate shall be submitted in typed form to the Engineer before or on the 7th day of each month following the month of measurement, together with the required number of copies, for certification. It will be assumed that the Contractor has made adequate provision in the prices tendered for manufacture/supply, delivery, assembly, installation and commissioning of all necessary aids required to execute the contract. The certificates shall be according to the standard format included in the annexures to these specifications. Special attention shall be given to the requirements set out in Special Condition of Contract 49(1).

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 included in the annexures to the Specifications.

PSA7 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA7.1 A provisional amount 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 for a mark-up on the materials to be used during the execution of day works. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials to be used when executing day works.

PSA7.2 A Provisional Sum has been included in Schedule 1 for contingencies. No percentage mark up will be applicable to any payments made in this regard other than those included in prices for variation determined in terms of Clause 36 of the Conditions of Contract.

PSA8 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.

PSA9 SITE RECORD BOOK/DIARY

An approved quality A4-size, triplicate copy, Site Record Book/Diary shall be kept in the Contractor's site office and be accessible to the Engineer at all times.

A summary of each working day's events shall be recorded in this book, including inter alia, plant and machinery, movement of materials, construction work completed or undertaken (eg. volume of concrete cast, mass of reinforcement fixed, length of cabling erected, etc.

Daily entries shall be initialled both by the Resident Engineer / Engineer / Engineer's Representative at the close of the day's activities, or immediately prior to the start of construction activity on the following working day.

Compliance with these requirements is deemed to be included in the Contractor's tendered rates.

PSA10 **CONSTRUCTION**

PSA10.1 **Survey**

PSA10.1.1 Setting out of the works

The Bench Mark Control and topographical survey for the works has been established. The Contractor is to check the Bench Marks and existing levels by staking prior to construction and bring any discrepancies to the attention of the Engineer.

PSA10.1.2 Preservation and Replacement of Beacons and Pegs

The Contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer, shall be replaced by a Registered Land Surveyor at the expense of the Contractor.

PSA10.1.3 Setting-out and Construction Tolerance Control

The Contractor will be required to issue to the Engineer in writing certification of construction accuracy at each of the following construction phases, before continuing with the next phase of construction:

- a) Setting out of Works
- b) Centreline of pipeline

The Contractor shall only continue with the next phase of construction when directed by the Engineer in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

PSAB **ENGINEER'S OFFICE**

PSAB1 **OFFICE BUILDINGS (Clause 3.2)**

The Contractor shall supply and furnish an on-site office of at least 16 m² for the use of the Engineer or his representative. Included in this item the Contractor must allow for the cost of providing electricity, acceptable lighting and air conditioning.

The internal furnishings of the office shall include:

- a) One trestle table, 2 m long x 1 m wide x 0,9 m high with a smooth top
- b) One desk having a top size of at least 1,5 m x 0,9 m
- c) One high chair
- d) Two chairs
- e) A lockable steel filing cabinet with four drawers
- f) An A1 drawing cabinet

The Contractor will be responsible for the security of the office.

PSAB2 **TELEPHONE (Clause 5.4)**

A cell phone with minimum R1 000.00 airtime/month will be required for the use of the Resident Engineer for the duration of the contract. The Tenderer shall supply a router with a cellular data package of minimum 5 GB per month for the use by the Resident Engineer for the duration of the Contract.

PSAB3 **NAME BOARDS (Clause 3.1)**

One (1) name board will be required.

PSAB4 **MEASUREMENT AND PAYMENT**

PSAB4.1 **Telephone & Data**

A provisional sum shall be included for providing communication systems.

Payment for expenditure under this item will be made in accordance with the money expended, subject to written proof by the Contractor of payment of the amounts.

PSC **SITE CLEARANCE**

PSC1 **SCOPE (Clause 1.1)**

The scope of the work shall also include :

- a) Clear and grub the area of the works. Include for material, rubble and debris, temporary stockpiling (if necessary) and dispose of neatly on site as directed by the Engineer.
- b) Remove and grub all trees and tree stumps regardless of girth. (No tree shall be removed without the express approval of the Engineer).
- c) A 8.0 m clearance has been allowed around the effective centre line outer limits of the pipeline. Should the Contractor require more space due allowance shall be made in his rate for this item.

PSC2 **DISPOSAL OF MATERIAL (Clause 3.1)**

All rubble, debris and waste material shall be disposed of neatly on site as directed by the Engineer.

PSC3 **PRESERVATION OF TREES (Clause 5.2.3)**

No trees shall be cut down without the express approval of the Engineer.

PSC4 **CONSERVATION OF TOPSOIL (Clause 5.6)**

Topsoil shall be preserved and restored over the backfill area.

PSC5 **LANDSCAPE PRESERVATION AND CONSERVATION OF FLORA (Clause 5.7)**

All flora outside the designated 8.0 m clearance line defined under the preceding Clause PSC1 shall be preserved.

Any damage of whatever nature shall be made good to the Engineer's instructions and at the Contractor's own expense.

The cost of preservation shall be deemed included in the Tenderer's rates.

PSC6 **MEASUREMENT & PAYMENT**

PSC6.1 **Transport and Disposal of Materials and Debris on Site**

The rate shall cover all cost for temporary stockpiling on site (if necessary); and disposing of neatly on site to the Engineer's site instructions.

PSDB **EARTHWORKS** (Pipe Trenches)

PSDB1 **COMPACTION IN AREAS SUBJECT TO TRAFFIC LOADS** (Subclause 5.7.2)

All road crossings indicated on the drawings and those areas designated by the Engineer as being areas subject to traffic loads shall be compacted in accordance with SABS 1200DB - Clause 5.7.2, that is, trenches are to be backfilled in layers of compacted thickness not exceeding 150 mm and shall be compacted to 93% of MOD AASHTO density in the case of cohesive soils and 98% of MOD AASHTO density in the case of non-cohesive soils.

PSDB2 **DEPTH OF TRENCH EXCAVATIONS** (Subclause 8.2.3)

Trench excavations shall make provision for the specified bedding described in clauses 5.5 and 8.2.3. Unless otherwise specified, all water supply pipes shall be laid with a minimum cover of 900 mm.

VARIATIONS TO THE REQUIREMENTS OF SABS 1200DK - EARTHWORKS (GABIONS & PITCHING)

PSDK GABIONS AND PITCHING

PSDK1 GEOTEXTILE (Sub-clause 3.1.4)

PSDK 1.1 The geotextile to be used where shown on the drawings shall be of the non-woven, spun, needle punched type made from polyester fibres.

PSDK2 PITCHING

Pitching shall be backed by geotextile of the grade and with jointing specified on the drawings. No protective layer is required between the geotextile and pitching but the Contractor shall exercise the necessary care during the execution of the work to ensure that the geotextile is not damaged.

PSG **CONCRETE (Structural)**

PSG1 **MATERIALS**

PSG1.1 **CEMENT (Clause 3.2.1)**

All Cement to be used shall conform to SABS EN 197-1. Only CEM I 42,5 cement shall be used in construction of the Works, unless otherwise approved by the Engineer.

PSG1.2 **STORAGE OF CEMENT (Clause 3.2.3)**

A first-in-first out circulation shall be followed to ensure that no cement shall be older than two (2) months from the date of manufacture.

PSG1.3 **AGGREGATES (Clause 3.4.1)**

The maximum size of the coarse aggregate shall be 20 mm unless otherwise indicated on the drawings.

PSG2 **PLANT**

PSG 2.1 **FORMWORK**

PSG2.1.1 **Finish** (Clause 4.5.2)

All concrete, save for water retaining structures against which earth will be backfilled, shall be finished rough.

All exposed concrete surfaces shall be finished smooth to Degree of Accuracy I. (Subclause 6.2.3), unless otherwise indicated on the drawings.

PSG2.1.2 **Ties** (Clause 4.5.3)

No system leaving holes through the walls will be permitted. Ferrules shall be of the permanent sacrificial type.

Sacrificial holes formed in reinforced concrete walls during the fixing of formwork shall be repaired with 1:3 cement-sand mortar. All grouting material shall be thoroughly punned in.

PSG2.1.3 **Chamfers** (New Clause 4.5.4)

All rectangular edges or corners shall be chamfered off to 20 mm x 20 mm unless otherwise indicated on the drawings.

The scheduled prices for formwork shall include for forming of chamfers.

PSG3 **CONSTRUCTION**

PSG3.1 **REINFORCEMENT**

PSG3.1.1 **Fixing Tolerances** (Clause 5.1.2)

Reinforcement shall be positioned as shown on the drawings (read together with the bending schedules) and maintained in those positions within the tolerances given in Clause 6.2 to degree of accuracy I, unless otherwise indicated on the drawings.

PSG3.2 FORMWORK

PSG3.2.1 Classification of Special Finishes (Clause 5.2.1)

PSG3.2.1.1 Rubbed surface finish

Where a rubbed surface finish is specified or scheduled the surface shall first be treated as a smooth finish as specified in SABS 1200 G subclause 5.2.1(b).

After sufficient time has elapsed to allow the mortar to set, the surface shall be saturated by water. Rubbing shall then be carried out with a medium coarse carborundum stone and a small amount of mortar until all form marks, projections and irregularities are removed and a uniform surface obtained.

Leaving the paste produced by the rubbing in place, rubbing shall be continued with a fine carborundum stone and water. Rubbing shall be continued until the entire surface is of a smooth even texture and uniform colour. After the final rubbing the surface shall be washed down to remove surplus paste and powder.

PSG3.3 HOLES, CHASES AND FIXING BLOCKS (Clause 5.3)

Substitute the contents of the clause with:

a) General

Holes, recesses and boxed-out openings shall be allowed in concrete structures, as specified, for the subsequent installation of mechanical equipment and/or pipework.

b) Preparation of openings for the installation of equipment

Before commencing the positioning in holes of any pipes/specials the Contractor shall:

- i) Remove all shuttering and boxing remaining in the holes;
- ii) Make any alterations required to the position and shape of the holes;
- iii) Thoroughly clean the sides of the holes so as to obtain a satisfactory bond surface for the new concrete; and
- iv) Free all surfaces of the pipes/specials of all coatings, and thoroughly scrape and clean the pipes/specials.
- v) Apply a wet-to-dry concrete adhesive (two component, solvent free, polysulphide modified epoxy compound) immediately before grouting.

c) Grouting of voids

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. Where a watertight seal is required, the concrete shall constitute a non-ferrous, non shrink grout. The grout shall be worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate any falling away from pipe/special surface of the concrete already placed. The whole shall, when set, form a dense, homogeneous, and waterproof mass. A spare vibrator with an independent power source shall be kept in readiness to ensure continuity of placing in the event of the breakdown of the duty vibrator.

Smooth formwork that has been suitably strengthened for use with a vibrator shall be provided for facing the concrete around each pipe/special.

PSG3.4 **PIPES AND CONDUITS EMBEDDED IN CONCRETE** (Clause 5.4)

Except with the written approval of the Engineer, no pipes other than those shown on the drawings shall be embedded in concrete, and the approval of the Engineer for the position of all services to be embedded shall be obtained before concreting commences. The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement shall not at any point be less than:

- i) 40 mm; or
- ii) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.

PSG3.5 **CONCRETE**

PSG3.5.1 **QUALITY**

PSG3.5.1.1 **No-fines Concrete** (New Clause 5.5.1.8)

a) **Scope**

This section covers the manufacture and placing of no-fines concrete used in the Works.

b) **Materials**

Cement, aggregate and water shall comply with the requirements of Clause 3 of SABS 1200G, read together with sub-clause PSG1.1 herein.

c) **Classes of No-Fines Concrete**

No-fines concrete shall be classified by the prefix NF and the size of aggregate to be used. Class NF 19 means a no-fines concrete with a 19mm nominal size aggregate.

The volume of aggregate per 50kg of cement for each class of concrete shall be as follows:

Class	Aggregate per 50 kg cement
NF 38	0,33m ³
NF 19	0,30m ³
NF 13	0,27m ³

d) **Batching and Mixing**

Cement shall be measured by mass or full pockets of 50kg each and aggregate shall be measured by volume in approved measuring boxes or barrows.

The quantity of water added shall be just sufficient to form a smooth grout which will adhere to and coat completely each and every particle of aggregate, and which is just wet enough to ensure that at periods of contact of aggregate the grout will run together to form a small fillet to bond the aggregate together. The mix shall contain no more than 20 litres of water per 50 kg of cement.

Mixing shall be carried out in an approved batch type mechanical mixer but small quantities may be hand mixed.

e) Placing

No-fines concrete shall be placed in accordance with the procedure agreed to by the Engineer. It shall be placed in its final position within 30 minutes of mixing.

The concrete shall be worked sufficiently to ensure that it completely fills the space to be concreted and that adjacent aggregate particles are in contact with one another. Excessive tamping or ramming shall be avoided and under no circumstances shall the concrete be vibrated.

f) Curing

All no-fines concrete shall be protected from the elements and loss of moisture. Protection against loss of moisture shall be accomplished by one or more of the following:

- a) Retaining formwork in place.
- b) Covering exposed surfaces with sacking or other approved material kept continuously wet.
- c) Covering exposed surfaces with plastic sheeting.

No-fines concrete shall be cured for at least 7 days.

g) Covering of No-Fines Layer

In the event that no-fines concrete is to be covered by concrete, the undermentioned procedures shall be followed:

Before second stage concrete is cast on the no-fines, the surface shall be covered with building paper to prevent mortar from the wet concrete entering the no-fines layer. The building paper shall be properly protected against unnecessary damage before the concrete is cast.

h) Permeability of the No-fines Layer

After the no-fines concrete has been cured, the layer shall be tested for permeability by the continuous sprinkling of water over the entire area with approved sprinklers. The layer shall be considered acceptable if no water is ponding on the surface and if the water is running freely into the drainage system.

PSG3.5.2 **COMPACTION** (Clause 5.5.6.3)

Delete the words:

“or (if approved) by spading, rodding or forking”.

PSG3.5.3 **CONCRETE SURFACE FINISH** (Clause 5.5.10.2)

Delete the words:

“Degree of Accuracy II” and substitute with: “Degree of Accuracy I unless otherwise indicated on the drawings”.

PSG3.5.4 **WATERTIGHT CONCRETE** (Clause 5.5.11)

Add to Clause 5.5.11 the following:

a) Definition (Clause 2.3)

For purposes of this Contract, all reservoirs, chambers and manholes will be regarded as **water retaining structures**.

The requirements of the Department of Water Affairs Specification DWS0750 (refer to Section 5) shall apply in addition to SABS 1200G.

b) Construction Joints

i) General

Construction joints in the reinforced concrete walls shall consist only of horizontal joints. If under abnormal conditions a vertical construction joint is unavoidable it may only be constructed with the approval of the Engineer.

Construction joints shall only be placed at intervals shown on the drawings or as directed by the Engineer. The exact position of construction joints shall be marked on the formwork in order to obtain truly horizontal joints.

A sealant using an approved PVC water stop (waterbar) shall be placed, as specified, **at all construction joints**.

ii) Preparation of Surface

Prior to placing any further concrete the joint must be clean, damp and free of laitance. During the period when the concrete has set but is still green all loose material shall be removed, without disturbing the aggregates, by light brushing. Where this is not possible, or if the concrete has already set, the surface film shall be removed by mechanical means appropriate to the degree of hardness of concrete so as to expose the aggregate over the entire surface and leave a sound, irregular surface.

c) Ferrule Cup Holes

No system leaving holes passing through the walls will be permitted. Ferrules shall be of the permanent sacrificial type.

Holes formed in reinforced concrete walls during the fixing of formwork shall be repaired on the waterside face with an approved epoxy or non-shrink grout. On the dry face the holes left in the concrete shall be repaired with 1:3 cement-sand mortar. All grouting material shall be thoroughly punned in.

PSG4 **TOLERANCES**

PSG4.1 **PERMISSIBLE DEVIATIONS**

PSG4.1.1 Specified PD's (Clause 6.2.3)

The following permissible deviations for location of holding down bolts shall apply:

- (a) the centre line of a holding-down bolt from its designated location in plan:
plus 1 mm, minus 1 mm
- (b) the top of the bolt from its designated elevation:
plus 5 mm, minus 3 mm

PSL **MEDIUM PRESSURE PIPELINES**

PSL1 **GRADE OF STEEL** (Clause 3.4)

All steel piping and fittings shall be electric welded low carbon steel pipes in accordance with the requirements of SABS 719-1971 and BS 534-1966. Where non standard specials have been detailed on the drawings, such dimensions shall be adhered to. All flanged pipes and fittings shall have flanges as specified, and shall be supplied complete with all packings, nuts, bolts and washers. Steel piping shall be made from Grade X42. Viking Johnson couplings complete with all seals, bolts, nuts, etc. shall be used where detailed. Where new installations couple up with existing, the Contractor shall ascertain what the flange drillings are of all existing fittings prior to any placement or order, and shall confirm this information with the Engineer.

PSL2 **PIPE COUPLINGS** (Additional to clause 3.7)

PSL2.1 **Polyvinyl Chloride** pipes shall be supplied with factory fitted 'Z-type' couplings. Solvent welded joints will only be permitted for pipes of diameter smaller than 50 mm. PVC pipe fittings shall be PVC or Cast Iron, aluminium fittings are not allowed.

PSL2.2 **Polyethylene** pipes shall be supplied suitable for, and with compression or insert type fittings as scheduled. No screwed fittings shall be used without written approval. Polyethylene pipe fittings shall be Nylon.

PSL3 **FIBRE CEMENT PIPE FITTINGS** (Clause 3.8.1)

Fibre Cement pipe fittings shall be Cast Iron or Steel. Where steel fittings are provided, they shall be adequately reinforced against ovalness (over the entire circumference and width corresponding to half the width of the appropriate standard FC coupling) by means of welded collars of minimum thickness 12 mm.

PSL4 **VALVES** (Clause 3.10)

PSL4.1 **Gate Valves**

All gate valves to comply with SABS 664, waterworks application, be clockwise closing have a non-rising spindle and be plain thrust collared. Valves and flanges (if any) to be to the class specified.

Valves to be operated by either handwheel, cap top and tee-key or extended spindle and handwheel/tee-key. Operator to be specified.

Valves to be flanged or spigot ended as specified.

PSL4.2 **Butterfly Valves**

All Butterfly valves to be of the 'Boving' (or similar approved) resilient sealing type and shall be supplied complete with geared operator and handwheel. All geared operators shall have horizontal spindles.

PSL4.3 **Valve Spindles**

All extended valve spindles shall be supplied at both ends with cast iron tops for valve key operation. The spindle shall be fitted into the valve box with a bearing for easy operation.

The lengths of extended spindles are to suit the dimensions of their installation positions, all spindles supported at 4 m maximum intervals.

- . Extra over on external surfaces of pipework above ground or pipe work inside building
- . Pipe straps
- Valves

Galva-nising	Epoxy Tar	Epoxy Enamel	Painting
			x
	x		x

Note:

(x) : Applicable to standard galvanized steel pipework and fittings (50 mm dia and smaller)

PSL7 HANDLING AND RIGGING (Clause 4.1)

PSL7.1 Transportation

Pipes and valves shall be protected during transportation and handling against damages caused by impact, dropping, etc. Special care shall be taken during transportation to protect pipes. Rubber lined vertical posts shall be spaced on the sides of transporting vehicles to provide adequate support to the loaded pipes. All pipes shall be inspected for defects immediately before laying and faulty pipes or pipes which have suffered damage which would affect their serviceability shall not be used in the Works.

PSL7.2 Off-loading and storage

Pipes which cannot be off-loaded by hand shall only be lifted by means of suitably approved broad band slings. The use of wire, chains, hooks, crowbars and similar items shall not be permitted and the pipes, fittings and specials shall not be handled in such a manner as could cause damage to occur.

Pipes, fittings and specials shall at no time be laid, stacked or rolled directly into the ground but shall be supported on suitable padded cradles or other approved material near each end of the pipe, fittings or special. Particular care shall be taken where pipes with fitted couplings are handled or stacked to prevent any pressure on the couplings. Where loose AC-couplings are provided the couplings shall be stored flat on their sides and under no condition be rolled or stored in an upright position.

All PVC-pipework as well as the rubber sealing rings in pipe couplings shall be protected from the elements to prevent deterioration of the pipework.

No concessions will be made in the above regard and failure on the Contractor's part to comply shall be considered just cause for the Engineer to order such part of the works to be closed down.

When the pipes are to be stored on site it is essential that the storage be as level as possible and clearing of any objects which may cause damage to the pipes. When a load of pipes arrives, insure that a representative of the manufacturer is present to supervise the off-loading.

PSL7.3 Inspection on delivery

The Engineer's Representative will thoroughly inspect all pipes, fittings and specials delivered to the site but his acceptance of same as being in good condition shall not relieve the Contractor of any of his obligations or responsibilities under this Contract.

Materials rejected by the Engineer shall be removed from the site and shall be replaced by other approved materials by the Contractor at his own expense.

PSL8 **SETTING OUT** (Clause 4.2)

Alignment of the pipes may be done either by means of infra-red sighting equipment or by sight rails. The following method should be followed if alignment is to be done by sight rails:

Prior to the preparation of the pipe bedding, the Contractor is to erect sight rails of 38mm x 150mm timber at intervals of a maximum of 60m or at points of change of pipe gradient, whichever may be the lesser. These shall be supported by wooden posts on each side firmly fixed on solid ground and the rails shall be accurately placed in position as regards alignment and invert level of the proposed trench. The centre line of the trench (i.e. pipeline) shall be denoted on each sight rail, both back and front by a single vertical line drawn thereon, and the rail on either side of the centre line painted in two contrasting colours. The Contractor shall also provide boning rods of an appropriate length marked in even decimetres for use in the fixing of the trench bottom to the correct line and level.

PSL9 **LAYING AND JOINTING**

PSL9.1 **Approval of trenches and bedding**

No pipe laying shall commence on any particular section until the Engineer has approved of the trenches and bedding. No pipes shall be laid in trenches with free standing water.

PSL9.2 **Positioning pipes and fittings**

The pipes shall be laid true to the lines, levels and grades shown on the drawings, or ordered by the Engineer, to within the specified tolerances.

PSL9.3 **Jointing**

All valves and fittings are to be checked beforehand to ensure their operational order prior to connection in the line.

The ends of laid pipes shall be suitably closed by means of approved caps, or as shown on the drawings, to prevent the ingress of soil or other matter. After the pipes have been laid, they shall be inspected and checked by the Engineer for grade, direction and line, to the specified tolerances.

PSL10 **BACKFILL** (New clause)

PSL10.1 **Approval**

Following the inspection by the Engineer with respect to the grade, direction and line as well the successful testing of the pipeline the Contractor shall promptly refill trenches and excavations.

PSL10.2 **Material and Method**

Material used for backfill shall be either selected granular material, selected backfill material or main fill as specified in SABS 1200 LB : Bedding (Pipes) with the backfill profile as described for the specific type of bedding.

The pipe must be supported underneath and on the side by placing prisms of the bedding material underneath the pipe. The backfill material shall then be punned around the pipe until a cover above the pipe of at least half the width of the trench is reached. Only then may mechanical compaction commence.

The selected material shall be brought up in 150 mm layers, uniformly moistened to the optimum moisture content to attain the specified compaction. After reaching a cover of 300 mm above the pipe, filling with the main fill may commence.

The degree of compaction shall in all cases be at least 90% of the modified AASHTO density.

PSL10.3 **Finishing off**

The backfill shall be mounded to a height of 100 mm above ground level with gaps allowed at regular intervals for cross drainage. Sufficient topsoil shall be set aside during vegetation to form not less than the upper 150 mm layer of backfill material. Any surplus material shall then be levelled off adjacent to the pipeline.

PSL11 **LEGEND AND NODAL DESCRIPTIONS**

Descriptions of each pipeline node, giving details of the required fittings and the sequence of assembly, as well as legend explaining the codes used in the nodal descriptions will be supplied to the successful Tenderer.

PSL12 **TEST PRESSURE** (Clause 7.3.1.2)

The maximum working pressure head for the purposes of clause 7.3.1.2 shall be taken as the working pressure of the specified pipe or such working pressure indicated by the Engineer for the particular designed pipe reach.

PSL13 **MEASUREMENT AND PAYMENT**

PSL13.1 **Principles**

- a) Measurement of the specials and valves shall be as per the appropriate items in SABS 1200L i.e. Items 8.2.2 and 8.2.3.

Measurement of the pipes shall be as per item 8.2.1 in SABS 1200 L.

PSLB **BEDDING** (Pipes)

PSLB1 **MATERIALS** (Subclause 3)

PSLB1.1 **Selected Granular Material** (Subclause 3.1)

Selected granular material shall be regarded as a clean river sand or any other granular, non-cohesive material of an acceptable nature and a P.I. less than 6. Stones shall not be in excess of 20mm. Selected granular material might occur in-situ, be imported or selected from trench excavation.

PSLB1.2 **Selected Fill Material** (Subclause 3.2)

Selected fill material shall be material that has a P.I. less than 10 and does not contain vegetation or stones exceeding 30mm. Selected fill material might occur in-situ, be imported or selected from trench excavations.

PSLB1.3 **Ordinary Backfilling**

Ordinary backfilling will consist of material excavated and, if so approved by the Engineer, of material imported from other parts of the trench or borrowed from adjacent to the trench on the downhill side. All material above the selected fill blanket (drawing SABS LB-1) will be measured as ordinary backfill.

PSLB2 **BEDDING** (Subclause 3.3)

PSLB2.1 **Rigid Pipes**

All steel and FC pipes for water supply will be regarded as being rigid and shall be bedded in a Class C bed, unless otherwise specified.

PSLB2.2 **Flexible pipes**

uPVC and polythene pipes will be regarded as being flexible and shall be bedded as per detail drawings.

PSLB3 **TOLERANCES**

PSLB3.1 **Moisture Content and Density** (Subclause 6.1)

Degree of accuracy II shall prevail.

PSPB Trenchless Pipe Boring

PSPB 1 Scope

This section covers the insertion by boring of underground pipes without disturbing the surface.

PSPB 2 Application

The Contractor shall make use of an approved specialist sub-contractor.

PSPB 3 Definitions

For the purposes of this section, the following words and expressions shall have the meanings hereby assigned to them except where inconsistent with the context.

- Pilot hole: a hole with a maximum diameter of 50 mm, drilled to ensure that a subsequently bored, larger hole, will be properly aligned.
- Pipe boring: the work involved in boring a horizontal hole and inserting a pipe therein.
- Pipe boring pits: excavations at either end of the boring operation from and between which boring and pipe installation are carried out.

PSPB 4 Materials

Sleeve pipes for boring shall be as specified in the bill of quantities or as directed by the Engineer. Line pipe material shall be as specified in the bill of quantities.

PSPB 5 Plant

The Contractor shall provide and use suitable equipment for handling pipes and placing them in position for boring the hole and inserting the pipes.

PSPB 6 Design

The Contractor shall furnish detailed design calculations, specifications and working drawings to explain his methods of installation and of providing temporary support for the road, rail track, or other service or structure and any modifications to structures required before pipe boring commences.

The Contractor's design and method statement shall also be submitted when crossing a water course. The method and design shall comply with the environmental management plan and environmental specification. The design must consider local geotechnical conditions.

The design shall be carried out by a professional engineer with adequate experience in this field. Calculations, specifications and drawings shall be signed by the engineer responsible for their preparation.

PSPB 7 Safety

PSPB 7.1 General

The Contractor shall at all times observe adequate safety precautions on the Site as specified in the Project Safety Specification. Permission to proceed with the Works shall not in any way detract from the obligations and liabilities of the Contractor in regard to such safety or to the adequacy of the boring machinery and methods of working.

PSPB 7.2 Safety of Existing Works

The pipeline shall be bored through under the relevant, road, railway or other service or structure without disrupting the traffic and without disturbing the alignment or levels of the road surface, the tracks, or other relevant service or structure to an extent that may impair the safety of traffic or of the service or structure.

Before commencing work in the vicinity of any structure, the Contractor shall make a detailed examination of the structure, record its condition, and submit a copy of such record to the Engineer.

PSPB 7.3 Surveying

PSPB 7.3.1 General

The Contractor shall take measurements before and after each boring operation and shall record any change in line or level (or both) of any water course, road, rail track or other service or structure being traversed. A copy of the records shall be submitted to the Engineer on the same day.

PSPB 7.3.2 Working under Roadways

Before commencing work under a roadway, the Contractor shall measure levels on the road surface directly above the boring line and for a distance of at least 5 m on each side of the boring line. These levels shall be measured at 500 mm intervals and 300 mm from the edges of the surfacing. In order to facilitate control of the measuring of levels, the exact position of each spot height shall be discreetly marked on the road surface before the levels are measured.

After completion of the Works, the Contractor shall re-measure the levels in the same manner as before, and he shall submit to the Engineer the final records of levels taken before and after boring. The submission of such records shall be a prerequisite for any consideration by the Engineer of the acceptability or otherwise of the Works or the issue of any certificate of completion.

If, within the Defects Liability Period, the road shows any sign of settlement in the vicinity of the bored pipe, the road authority may re-measure the levels on the Site.

The Contractor shall be held responsible for the rectification, to the satisfaction of the road authority and the Engineer, of any deformation that occurs in the road surface as a result of the boring operation during the said period of one year.

PSPB 7.3.3 Checking the Alignment of the Pipeline

The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day.

PSPB 8 Blasting

No blasting will be allowed for pipe boring.

PSPB 9 Construction

PSPB 9.1 General

Boring and other specialized work shall be undertaken only by persons fully conversant with the work.

A survey at the boring pits and along the centre line of the planned boring path shall be undertaken to locate existing buried services. Such surveys may include non-intrusive methods such as ground penetrating radar or hand excavations. Prior to commencement of hand excavations, the Contractor shall obtain written permission from the relevant service owner to proceed with the hand excavations. The Contractor shall ensure that all buried existing services are not damaged during boring operations. The Contractor shall be held accountable to repair or compensate the relevant service owner for the damages.

Boring operations shall commence at the lower level of the pipeline. Should Site conditions necessitate or permit boring to be carried out from the higher level of the pipeline, the Engineer's written approval shall be obtained before the work commences.

The Contractor shall not commence any work until the Engineer has specified, in writing, that the Contractor may proceed.

PSPB 9.2 Excavation

Subject to the provisions of “PSPB 9.1 General” above, the appropriate requirements of sections SANS 1200 D and SANS 1200 DA shall apply.

a) Classification of materials excavated

The materials excavated shall be classified as follows for payment purposes:

i) Hard material:

When the material penetrated will be classified as hard when the Contractor can prove that the work cannot be efficiently carried out by using normal boring equipment and some other method, such as rock drilling, has to be used.

ii) Soft material:

All material not classified as hard material.

Notwithstanding the above classification, all material in previously constructed fills, embankments and pavement layers and through which boring is carried out, shall be classified as soft material.

The decision of the Engineer as to the classification of the material shall be final and binding, and any objection as to the classification shall be made before the pipes are bored.

Special reference shall be made to SANS 1200 D regarding the classification of excavated material in restricted areas.

b) Pipe boring pits

The Contractor shall be responsible for excavating the pits in the positions indicated on the Drawings at each end of the section of pipeline or sleeve that is to be bored. These pits shall be of dimensions at least equal to the minimum dimensions needed for the Contractor's equipment and for safe and efficient working. The approximate dimensions of the pits that the Contractor intends to excavate shall be agreed upon with the Engineer before work commences. The excavated material shall be stockpiled for later backfilling.

The sides of the pits shall be adequately supported by timbers or by other approved means. Where a pit adjoins a railway line or a heavily used road, the sides of the pit shall be shored during the entire operation to prevent any movement caused by vibration arising from rail or road traffic from occurring.

The Contractor shall ensure that the pits are dewatered at all times.

PSPB 9.3 Pipe Boring

After the pits have been completed, and on the written instructions of the Engineer, a pilot hole shall be drilled using suitable equipment. After the pilot hole has been inspected and approved, it shall be enlarged by boring to the diameter required for the installation of the specified pipe.

Hydraulic pressure testing of the inserted pipes to be performed by specialist subcontractor in accordance with SANS 1200 L section 7. The subcontractor to provide all necessary equipment to carry out the hydraulic pressure testing complete. Water for pressure testing will be supplied by main contractor (water truck or similar). After the pressure test, the pressure can be released and the mild specials wrapped with an approved Denso system.

PSPB 9.4 Grouting and Sealing

The grouting of the voids between the pipes and in-situ material shall be carried out only on the written instructions of the Engineer and in a manner approved by the Engineer.

The grout shall have a strength equal to or better than a grout consisting of one part of cement and four parts of sand and shall have a slump of 120 mm.

Where the bored pipe is a sleeve for the line pipe (which will be pulled through), the annular space between the sleeve and pipe must be left void. The main contractor will, after the boring operation has been successfully completed, seal off both ends, details to be agreed with the Engineer in writing.

PSPB 9.5 Backfilling

The pipe boring pits shall be backfilled, only when so instructed by the Engineer, using excavated or imported material compacted to at least the density of the undisturbed surrounding material.

When the installed pipe is part of a pipeline, the boring pits will form part of the pipeline trench and as such shall be backfilled in the manner specified in sections SANS 1200 DB and SANS 1200 LB as applicable. Payment for such backfilling will be made under the applicable sections.

Surplus excavated materials shall be disposed of as specified in the Project Specifications or as determined by the Engineer on Site.

PSPB 10 As-built Drawings

If an alternative design by the Contractor has been accepted or if the structure shown on the Tender Drawings has been modified to suit the boring method, the Contractor shall, on completion of the work and before the final payment is made, supply the Engineer with drawings showing details of the completed structure. Each such drawing shall be certified by the Contractor to be an accurate reflection of the work as constructed.

PSPB 11 Tolerances

Subject to any requirements of the Project Specifications imposed on account of the gradient(s) of the pipeline or in view of the purpose for which it is required, the pipes shall be positioned within the tolerances given below.

Should the difference between the actual and the specified position or alignment of the finished pipeline exceed the value of the said tolerance to an extent as to involve additional costs in respect of locating, installing, supporting or maintaining any service of which the bored pipe forms part or that has been designed to be laid through the bored structure, the Contractor shall bear such additional costs, provided that the details of the work to be done to relocate, install, or support the said service have been provided and the order for the work to be done (by the Contractor or by others) has been given by the Engineer within 30 working days of the completion of the boring operation.

Adjustment to line or level or both shall be gradual, and the manufacturer's permissible angular deflection of the pipes shall not be exceeded at any point.

1. In plan: ± 100 mm
2. Vertical: ± 100 mm

PSPB 12 Measurement and Payment

PSPB 12.1 Establishment on Site

Unit of measurement: Lump Sum
The tendered lump sums shall include full compensation for the establishment on Site and the subsequent removal of all special equipment and plant for pipe boring, including maintaining the safety of existing structures, services, roads, railways, etc., for bracing, lighting, watching, dewatering and surveying, and for maintaining all temporary works until the work is completed. The tendered lump sum shall include compliance with the environmental management programme and environmental specification.
This work will be paid for as a lump sum, 80% of which becomes payable when all equipment is on the Site and boring has commenced, and the remaining 20% will become payable after the work has been completed, the equipment removed and the Site reinstated to a condition acceptable to the Engineer.

PSPB 12.2 Access to and from the Launching and Reception Pits

Unit of measurement: Lump Sum
The tendered lump sum shall include full compensation for the provision and maintenance of access roads to the launching and reception pits, the negotiations with land owners where applicable, the erection and maintenance of temporary gates, fences and road signs where applicable, and for the removal and reinstatement of the access roads and temporary works on completion of the boring operations to the satisfaction of the Engineer and landowners concerned.
The work will be paid for in two instalments as specified in pay item “**PSPB 12.1 Establishment on Site**”

PSPB 12.3 Excavation in Soft Material for Boring Pits

Unit of measurement: m³
The tendered rates shall include full compensation for all work necessary for excavating the pits to suit the Contractor's equipment, for locating existing buried services, for excavating by hand where applicable, for shoring the sides of the excavation, and for stockpiling the excavated material at predetermined sites. The work shall be carried out as specified in “**PSPB 9.2 Excavation, b)**”.
The lump sum tendered shall be paid when the pits have been excavated and the boring has commenced.

PSPB 12.4 Extra over Item PSPB 12.3 for Excavating Hard Material

Unit of measurement: m³
The unit of measurement shall be the cubic metre of material measured in the original position before excavation and classified as hard in terms of “**PSPB 9.2 Excavation, a), i)**” The dimensions of the excavation shall be agreed on as specified in “**PSPB 9.2 Excavation, b)**”. The tendered rate shall include full compensation for all extra work and effort required for excavating in hard material.

PSPB 12.5 Backfilling the Boring Pits with:

The unit of measurement shall be the cubic metre of suitable excavated or imported material used for backfilling the pipe boring pits to the extent determined by the Engineer.
The tendered rates shall include full compensation for loading approved material previously excavated or alternatively for loading the material from approved borrow pits, for transporting it to where required and for off-loading, and placing the material.
The tendered rate shall also include full compensation for compacting the material in respect of “**PSPB 9.5 Backfilling**”, in 150 mm thick layers to 90% of modified AASHTO density and in respect of “**PSPB 12.5.2 Imported Material**”, in 150 mm thick layers to a density of at least that of the surrounding undisturbed material.
Material shall be imported only on the instructions of the Engineer and overhaul will be payable where the material is transported outside the free-haul boundaries from sources provided by the Employer.

PSPB 12.5.1 Excavated Material

Unit of measurement: m³

PSPB 12.5.2 Imported Material

Unit of measurement: m³

PSPB 12.6 Boring of Holes Through:

The unit of measurement shall be the metre length of hole bored and approved.

The tendered rates shall include location of existing buried services.

The tendered rates shall include full compensation for all labour, equipment (other than equipment provided under "**PSPB 12.1 Establishment on Site**"), materials and appurtenant work necessary to bore the hole including the pilot hole in the positions indicated and as specified and for removing any bored material to spoil sites found by the Contractor. Should spoil sites be provided by the Employer, overhaul will be payable where material is transported outside the free-haul boundaries.

PSPB 12.6.1 Soft Material:

PSPB 12.6.1.1 Diameter of Pipe Stated

Unit of measurement: m

PSPB 12.6.2 Hard Material:

PSPB 12.6.2.1 Diameter of Pipe Stated

Unit of measurement: m

PSPB 12.7 Supply, Delivery, Handling and Buttwelding of Pipes:

The unit of measurement shall be the metre of each size and type of pipe supplied, delivered, handled and buttwelded.

The tendered rates shall include full compensation for supply, delivery, handling and for buttwelding the pipes where necessary.

PSPB 12.7.1 State type, Class and Diameter of pipe

Unit of measurement: m

PSPB 12.7.2 Extra over item PSPB 12.7.1 for the supply, delivery, handling, buttwelding and fixing of specials

Unit of measurement: No.

PSPB 12.8 Insert the Pipes:

The unit of measurement shall be the metre of each size and type of pipe inserted and pressure tested.

The tendered rates shall include full compensation for all plant, material and labour necessary for inserting the pipe in the bored hole and the successful performance of the hydraulic pressure test.

PSPB 12.8.1 State type, Class and Diameter of pipe inserted

Unit of measurement: m

PSPB 12.8.2 State type, Class and Diameter of pipe pressure tested

Unit of measurement: m

PSPB 12.9 The Grouting of Voids between the Pipe and In-situ Material:

The unit of measurement shall be the metre of each size of pipe grouted on the instructions of the Engineer. The tendered rates shall include full compensation for all plant, material and labour necessary for carrying out the work in a manner approved by the Engineer.

PSPB 12.9.1 Pipe Diameter stated

Unit of measurement: m

PSPB 12.9.2 Etc. for other Pipe Diameters

Unit of measurement: m

PSPB 12.10 Timbering and Shoring Left Temporarily in the Boring Pits

Unit of measurement: weeks

The unit of measurement shall be the number of weeks during which the timbering and shoring is left in position for another contractor to construct manholes, etc. under a separate contract.

This item will only apply where the boring work is carried out under a separate contract or under a nominated subcontract.

The tendered rate shall include full compensation for the removal of the timbering and shoring by the pipe-boring contractor when it is no longer required and within one week of having been instructed to do so by the Engineer, in writing.

Note:

The following item of work, when specified, shall be carried out, measured and paid for in accordance with the relevant sections of the Specifications, but shall be listed under this section in the Schedule of Quantities.

ANNEXURE B PARTICULAR SPECIFICATIONS

PA TRIMMING OF SITE

PA1 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.

PA2 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 clearing 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 falsework, 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.

PA3 MEASUREMENT AND PAYMENT

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

PB **BUILDING WORK**

PB1 **SCOPE**

This section of the Specifications deals specifically with all the building work associated with the Works.

Concrete work, steelwork, cladding, pipelaying, mechanical and electrical equipment, etc. forming part of or to be housed in a building erected in terms of this specification shall conform to the requirements of the relevant standardized or particular specifications referred to in the Project Specification.

PB2 **INTERPRETATIONS**

The relevant SABS 1200 Standardized Specifications such as Site Clearance, Earthworks, Earthworks (pipe trenches), Concrete (structural), Low pressure pipelines, Bedding (pipes), Sewers and Stormwater drainage shall also apply to the work under this section.

PB3 **MATERIALS**

All materials used for the Building Work shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

PB3.1 **Brick and Plasterwork**

Cement, sand and water shall conform to the requirements of SABS 1200 G - Concrete.

Unless otherwise described, cement mortar shall be composed of six parts by volume of sand to one part by volume of cement. The materials are to be mixed dry until the mixture is of a uniform colour and then clean water is to be added gradually through a fine rose and the mixture turned over until the ingredients are thoroughly incorporated.

Cement mortar must be mixed in small quantities and must be used within one hour of mixing, as the use of cement mortar that has commenced to set will not be permitted.

Plaster on concrete ceilings, beams, columns etc. shall be mixed one part cement to three parts sand.

Bricks shall be of the best quality sound hard burnt pressed bricks even in size and shape and equal to a sample submitted to and approved by the Engineer prior to commencement of work.

Clay bricks shall conform with the requirements of SABS 227.

Damp proof courses, unless otherwise described, shall be an asphaltic damp proof course with a base of fibre felt, and complying with the requirements of SABS 248 Horizontal Damp Proof Courses, and with a mass of 3.25 kg/m² or a plastic damp proof course of 15 micron thickness as Type B, complying with the requirements of SABS 952.

PB3.2 **Fascias, Barge Boards and Window sills**

Asbestos cement fascias and barge boards, where specified, shall be 10mm thick pressed sheets, 200mm wide free from cracks, twists, blemishes or other defects and complying with the requirements of SABS 685.

Internal asbestos cement sills shall be in single lengths cut between reveals, fitted with fixing lugs and solidly bedded in 3:1 cement mortar with a slight projection beyond the finished wall face below. Sills shall be pressed asbestos cement of approved manufacture 152x15mm thick, set level.

PB3.3 **Paintwork**

PB3.3.1 **Primers**

Plastered surfaces must be cleaned down and have one coat alkali resisting primer of an approved brand applied in strict accordance with the manufacturer's instructions, before any undercoats are applied.

Galvanised metal surfaces must be treated with one coat Metal Etch Primer complying with the requirements of SABS 723.

Steel surfaces must be treated with one coat Type Zinc Chromate Primer complying with the requirements of SABS 679.

Steel windows and doors and steel door frames, before being built in, must have all loose primer together with all rust spots, dirt, etc. removed and be treated with one coat red oxide or zinc chromate primer complying with the requirements of SABS 909.

Wood surfaces to receive paint finish must be cleaned down, all knots treated with knotting and be primed with Type I Wood Primer externally and Type III Wood Primer internally, both complying with the requirements of SABS 678.

PB3.3.2 Emulsion paint for interior use must be Grade I Emulsion Paint complying with the requirements of SABS 663. Emulsion paint for exterior use must be of the Synthetic Polymer Base Type complying with the requirements of SABS 634.

PB3.3.3 High Gloss Enamel Paint Shall be used on all surfaces other than specified above. High Gloss enamel paint must be Grade I paint complying with the requirements of SABS 630 for decorative High Gloss Enamel Paints with a Non-Aqueous Solvent Base, for Interior and Exterior use.

Undercoats for paints, except Emulsion paints, must be Type I undercoat Paint complying with the requirements of SABS 681.

PB3.4 **Doors, Windows and Glazing**

PB3.4.1 **Doors**

Unless indicated otherwise on drawings, all doors and door frames shall be of solid hardwood. Frames shall be fitted with suitable tie bars and braces at bottom, and lugs for building in, three to each jamb of frames without fanlights and four to each jamb of frames with fanlights. All doors shall be provided with locks to the requirements of SABS 4 and each lock shall be provided with a duplicate key.

PB3.4.2 **Windows**

Steel windows must be of approved manufacture and design, constructed of rolled mild steel sections, properly mitred and welded at angles with welding cleaned off smooth on all faces and complying with the requirements of SABS 727. Window types and sizes shall be as specified on the drawings.

PB3.4.3

Glazing

Sheeting glass for glazing, unless otherwise specified, must be flat drawn clear glass of the thicknesses indicated below:

For panes not exceeding 0,65 m ²	: 3 mm
For panes exceeding 0,65 m ² and not exceeding 1,5 m ²	: 4 mm

PB3.5

Tiling

PB3.5.1

Adhesives and Grouts

a) Wall adhesive

Grey cement-based thin bed wall tile powder adhesive for fixing tiles to walls.

b) Floor adhesive

Grey cement-based thick bed, floor tile powder adhesive for fixing heavy tiles to floors or walls.

c) Wall grout

Cement-based plasticized grouting compound for wall tile installation.

d) Bonding agent

Latex modified for use with adhesives and grouts to improve water resistance.

e) Silicone sealant

A silicone-based sealant of nearest approximate colour to tile, used to seal expansion joints (made at consistent interval positions) on large tiled surfaces.

PB3.5.2

Tiles

Tiles shall be of first grade quality glazed ceramic tiles, white in colour, a maximum size of 160mm square, of a maximum thickness of 5mm, unless otherwise specified.

PB4

PLANT

Plant, equipment, tools, scaffolding, etc. utilised in building work shall be of suitable capacity, condition and design to ensure the satisfactory and timeous completion of the Works within the specified period and in terms of these specifications and good building practices.

Only registered artisans (e.g. plumbers, electricians, etc.) shall be employed on any work where this is compulsory building practice.

PB5

CONSTRUCTION

PB5.1

Brick- and Plasterwork

PB5.1.1

Normal Brick Walls

Brickwork must be built in stretcher bond. No false headers are to be used and none but whole bricks except where legitimately required to form bond. All perpend and angles are to be kept plumb. The brickwork is to have the joints flushed up at every course solid

throughout the whole width of the course, and each course is to be laid on a solid bed of mortar.

The joints of all walls to be plastered are to be raked out 15 mm as the work proceeds to form a key for plaster or screed. All walls are to be built up in regular and horizontal courses and carried out so that no part built is more than 1.2 m higher than any adjoining walls. Mortar beds generally are not to exceed 12 mm thickness.

PB5.1.2 Face brick walls

In all faced brickwork the bond must be set out on the first level course of brickwork, at floor level internally and two courses below ground level externally. The bond, if necessary, is to be broken in the centre of panels under windows or to piers between windows. All perpends must be kept true and all courses must be built to gauge rods. Facings must be carefully protected from damage, mortar droppings, paint splashes, etc. during the whole period of the Contract and, on completion, they must be thoroughly cleaned down and left perfect. The practice of oiling facings on completion will not be allowed.

PB5.1.3 Reinforced Brick Lintels

Brick lintels are to be built of normal, sound, well burnt, good quality building bricks, similar to the facings where exposed, properly bonded longitudinally and bedded and pointed in cement mortar as described. Special care must be taken to ensure solid bedding, particularly where the reinforcement occurs.

The lintels are to be reinforced with straight continuous mild steel rods of the size and number scheduled. The rods must each extend 300mm on each side of the opening and are to be evenly spaced across its thickness in the first horizontal joint above the soffit.

Brick lintels in cavity walls must have all rods placed below the solid sections of the walls, excepting for those rods specifically scheduled to occur below the cavity.

Where two or more openings are less than 665mm apart, the lintel shall be continuous over all such openings and the dividing piers, plus 300mm bearing at each extreme end as before, shall have such height and reinforcement as scheduled for widest opening spanned.

Span in mm	Min height of lintels above soffit course, in brick courses	Reinforcement per half brick thickness of wall above for solid walls	
		No of Rods	Dia (mm)
600	2	1	6
900	3	2	6
1 200	3	2	6
1 500	4	3	6
1 800	4	3	6
2 400	6	3	6

In addition to any reinforcing specified in the table above one layer of brick reinforcing shall be placed at every alternate brick course above the lintel. The brick reinforcing thus placed shall extend at least 300mm on each side of the opening.

All brick lintels are to be supported by two 114 x 38 timber bearers (on edge) for a duration of 7 days. Extreme care shall be taken beforehand to ensure a level and straight support.

PB5.1.4 Damp proof courses

The sheeting is to be cut into strips of the required width and laid on all foundation walls to the full thickness of the walls and without any longitudinal joints. At ends, angles and intersections the sheeting must be lapped 150mm and sealed.

Under all window sills exposed to the weather, the sheeting must be laid on the brickwork in the first joint immediately below the sill and turned up with an easy bend and tucked into window frame.

Over reinforced brick lintels exposed to the weather, the sheeting must be laid to form damp proof course as detailed above for solid walls and cavity walls.

PB5.1.5 Reinforcing in Brick walls

Reinforcing (brickforce) of an approved manufacture shall be placed on every fifth course in all brick walls. In halfbrick and cavity walls 80mm wide reinforcing mesh shall be used and 150mm wide mesh in the case of the one-brick walls.

PB5.1.6 Plasterwork

All chases must be cut and electrical conduiting and boxes fixed before any plastering is done. On no account will chasing be allowed in finished plaster work, and if such chasing is necessary, the entire wall surface must be hacked off and replastered.

Except where otherwise described, all external plaster is to be finished with a wooden float and all internal plaster is to be finished with steel trowel, all to perfectly true and even surfaces, free from tool marks and other defects on completion.

All finished surfaces are to be protected from injury. All joints in brickwork are to be well raked out, all surfaces, brickwork and concrete, to be plastered must be brushed down to remove all dirt and dust and be thoroughly wetted directly before plastering. Concrete surfaces must be roughened or hacked as necessary to give a proper key for plaster. The surfaces must then be slashed with coarse cement grout before plastering is commenced. The surfaces of all internal plaster must be steel troweled to a smooth even and true finish. External plaster must be finished to a true and even surface with wood float. Plaster must be returned into reveals and soffit of openings and all angles and edges must be true and straight. All plaster surfaces must be free from blemish and any cracks, blisters, or other defects must be cut out and made good and the whole left perfect at completion. Plaster on walls must be not less than 12mm or more than 20mm in thickness, and plaster on concrete work must be not less than 10mm or more than 15mm in thickness, except where specifically otherwise described.

PB5.1.7 Slip joints

Slip joints shall be provided between brickwork and concrete slabs and beams by level-ling up and steel trowelling smooth the bearing surfaces of brickwork with 3:1 mortar.

The ends and sides of beams and edges of concrete slabs shall be separated from the brickwork with 12mm polystyrene placed vertically against the brickwork before the concrete is cast.

PB5.1.8 Beam filling

Unless otherwise specified, beam filling shall be half brick thick, built in cement mortar, cut in between roof timbers and carried hard up to underside of roof covering and flushed up in mortar with a groove formed between covering and mortar. Care shall be taken to protect cladded surfaces from mortar, prior to beam filling.

PB5.1.9 Securing of Roofs

Roof plates shall be fixed to walls with bands of 1,6mm thick galvanised hoop iron, 32mm wide, built six (6) courses deep into brickwork or embedded 300mm deep into concrete, at not exceeding 1,5 metre centres, and well lapped and spiked to plates and to roof trusses where adjacent, otherwise taken up to and lapped round the nearest purlin and well spiked thereto. A layer of brickforce shall be provided at each alternate course above the building in of the hoop iron to fix the roofs.

PB5.2 **Rainwater Goods**

All gutters, down pipes and flashings shall be 0,6mm thick galvanised sheet iron. Rates for sheet iron eaves gutter and rainwater pipes shall include for short lengths and for lapped, riveted and soldered joints. Eaves gutters are to be screwed or welded to fascia boards or roof timbers/beams with 38 x 3mm galvanised mild steel gutter brackets at approximately 900mm centres, or as otherwise described. Rainwater pipes are to be fixed with sheet iron ears to and including 25 x 76 x 150mm wrot and chamfered hardwood blocks, plugged to brickwork or concrete and oiled, or with 38 x 14 gauge galvanised hoop iron straps built into walls not more than 2 meter apart, bent around pipe and bolted at back.

Flashings shall be properly cut, lapped and shaped to render a waterproof finish. Flashings turned up against walls must be finished with cover flashings bent to shape, dressed over the under flashing and with top edge wedged into joint of brickwork and pointed or secured by other approved means.

Asbestos-cement fascias and barge boards shall be secured with screws or bolts. Where joints occur in the length they are to be covered with two channels 40mm girth with web to suit thickness of plates formed from 0,5mm thick galvanised sheet iron cut to shape, bent as required and with the webs riveted together back to back. Tongues 15mm wide by 15mm long must be left projecting at both ends of flanges and clamped down over edges of fascias or barge board when in position.

PB5.3 **Paintwork**

All surfaces not being painted, such as face brickwork, sills, floors and stained woodwork, must be covered up and protected against paint and distemper sports before any painting is commenced. All floors must be swept clean and walls dusted down before any paintwork is commenced and no sweeping or dusting must be done while painting is in progress.

All plastered wall, ceiling and similar surfaces must be perfectly dry and in a fit state to receive the finishings, before the work is put in hand.

All coats of paints, etc. must be thoroughly dry before subsequent coats are applied, and rubbed down where necessary.

All work must be finished to colours approved by the Engineer.

The tints of undercoats must approximate those of the finishing colour and in order to indicate the number of coats applied and to avoid misses when applying a succeeding coat a slight difference shall be made in the tint of each coat.

The Contractor must provide all necessary dust sheets, covers, etc., and shall exercise all necessary care to prevent marking the surfaces of joinery, walls, floors, glass, electrical fittings, etc., and must keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris or dirt arising from the painting operations. Any surface disfigured or otherwise damaged must be completely renovated or replaced as necessary, by the Contractor at his own expense. The premises must be left clean and fit for occupation at the completion of the work.

PB5.4 **Floor Finishes**

Where a floated concrete floor finish is specified on the drawings, the requirements of SABS 1200G or GA, whichever is relevant, shall apply.

Granolithic finish to floors, treads and risers of steps, thresholds, landings etc., must be composed of two parts hard stone chippings; half part sand and one part cement, steel troweled to a true and even surface. The granolithic must be laid before the concrete surface bed has matured, otherwise the surface of the concrete must be thoroughly cleaned with a wire brush and a coat of neat cement grout applied immediately before the granolithic is laid. The granolithic must be laid in panels not exceeding 6 m² in areas, and jointed to lines of panels and lined into smaller squares as directed with sunk V-joint. The joints between the panels should coincide with joints in the concrete surface bed, where these occur. No dusting on or of colouring pigment will be allowed.

Terrazzo floor tiles shall be even in size and shape, free from cracks, chips, twists, blemished or other defects uniform in colour and equal to samples to be submitted to and approved by the Engineer. Special care must be taken to preserve arises and faces during transit and handling.

Pointing etc. Terrazzo floor tiles are to be bedded and jointed solidly in cement mortar and unless otherwise described, flush pointed on all exposed faces with semi-dry cement mortar pressed in. On no account must liquid grout be poured in. Terrazzo floor tile work must be well protected to prevent all possibility of damage or discolouration and thoroughly cleaned on completion.

Vinyl floor tiles shall be fixed on to a screed of thickness at least 25 mm. The screed shall have a wood floated finish and shall be smooth with no obstruction greater than 3 mm protruding and with the screeded surface level in such a way that no gap greater than 5 mm would show underneath a 3 m straight-edge or part thereof.

Vinyl tile adhesives shall carry the same product name as the vinyl tiles and the adhesives shall be applied as stipulated by the supplier.

The acceptable tolerance of the final tiled floor shall be similar to that specified for the screeded surface underlying the tiles.

PB6 **TOLERANCES**

Where tolerances are not specified in the clauses above those generally accepted as representing good workmanship in the building trades shall apply.

PB7 **TESTING**

The Engineer reserves the right to order any tests, whether at place of manufacture or on site, necessary to evaluate the quality of the work and to ensure the finished building conforms to all the specified requirements.

PB8 **MEASUREMENT AND PAYMENT**

PB8.1 **Schedule Items**

PB8.1.1 **Brickwork**

Brickwork, if measured as a separate item, shall be measured in square metre of the nett brick-walled area (with the wall width and type of brick-finish, indicated). No deductions will be made for small openings such as air bricks, etc. The tenderer price per square metre of brickwork shall include also for the following:

- a) Brick forcing (every fifth layer)
- b) Reinforcing of lintels
- c) Miscellaneous items built into brickwork shown on the drawings such as air bricks.

PB8.1.2 Wall, ceiling, roof and floor finishes

Cement plaster on walls and ceilings, roof screeds, floor screeds, paint and any other finish described or specified, shall if measured as separate item be measured in square metre of the nett surface area. No deductions shall be made for small openings nor shall additions be made for small protrusions and reveals. No separate payment shall be made for the processes involved and material supplied for the complete painting of all fixtures and fittings, as specified herein and the costs thereof shall be included in the bided price for the supply, manufacturing and erection of all such items to be erected.

PB8.1.3 Miscellaneous

- a) Doors and windows shall be measured per unit of door or window complete with door frame, lock keys, glazing, painting, etc., for each type and size of door or window or as a lump sum payment for all doors and windows included in the door and window schedule of the Works.
- b) Other items of building work, fixtures and fittings, shall be measured and paid for in the units of measurement listed in the Schedule of Quantities.

PF **FENCING**

PF1 **SCOPE**

This sub-section includes all work in connection with the erection of stockproof, verminproof, residential or security fencing as shown on the drawings or as directed by the Engineer. It also includes any work necessary on the lifting and re-erecting of existing fences. The standard of fencing, the positioning of the gates and the quantities shown in the Schedule of Quantities against each item under this section, may be subject to variation and the Contractor shall ascertain, from the Engineer, the exact location of, and specification to which the fencing shall be constructed, before placing any orders for material. The minimum standards of fencing required are indicated on the drawings.

PF2 **MATERIALS**

PF2.1 **Security Fencing**

All posts, standards and droppers for security fencing shall be either galvanised or painted steel sections to the dimensions and details indicated on the drawings. Plain and diamond wire and other fencing materials shall all be according to the details indicated on the drawings.

Gates

All gates shall be to the details indicated on the drawings and components shall either be galvanised or painted according to the specifications on the drawings.

PF2.2 **Bolts**

Bolts shall be galvanised steel bolts of the required length and diameter which shall not be less than 12mm. Eyebolts to gates of 16 mm diameter. All the necessary bolts together with nuts and washers shall be supplied with each post or gate.

PF3 **CONSTRUCTION**

PF3.1 **Clearing of Fence Site**

All brush scrub and other obstructions which may interfere with the proper construction of the fences shall be removed and surface irregularities shall be graded so that the fence will conform to the general contour of the ground.

No separate payment will be made for such clearing.

PF3.2 **Connections**

Existing cross fences shall be connected to the new fences. Straining posts with stays for every direction of strain shall be placed at the junction with existing fences and the wires in both fences properly fastened to the posts.

PF3.3 **Placing of Posts**

All posts, struts and standards shall be firmly planted into the natural ground, be it soil, gravel or rock, to the depths detailed. Gate posts and struts shall be erected at all gates and straining posts and struts shall be erected at all ends and corners or bends in the line of the fence and at all junctions with other fences. Intermediate straining posts and struts, and standards shall be spaced at the intervals indicated on the drawings.

All posts (excepting struts), standards and droppers shall be placed in a vertical position except in unusual locations where, in the opinion of the Engineer, it will be more satisfactory to place such member perpendicular to the slope of the ground. All posts, struts, standards and droppers shall be set in holes dug to the specified depth even in rock where blasting might be necessary to obtain the required depth. All gate posts shall be set in concrete and other members shall either be set in concrete or in well compacted backfill as indicated on the drawings. No concreting or backfilling shall be done until all members have been properly aligned. All posts and struts for security fencing shall be set in concrete as shown on the drawings. Steel members, not required to be set in concrete, may be driven into the ground provided such members are not buckled or otherwise damaged after being driven in, and provided further that correct alignment of the driven members is maintained.

PF3.4 **Attaching Wire**

After all posts, struts and standards have been set firmly and after all concrete has hardened for at least four days the fence wire shall be attached according to the details indicated on the drawings. **All wire shall be attached to the sides of the posts and standards furthest from the object being fenced.** Wire shall be carefully stretched and strung in true alignment and without sag. Wire shall be attached to each post and standard by one of the following methods:

- a) by drilling holes through the member and strapping the wire with plain iron staples passing completely through the member, or
- b) where iron members are used, by securing the wire by means of binding wire which must pass through the hole in the standard.

PF3.5 **Attaching Wire Netting or Diamond Mesh**

Wire netting and diamond mesh covering shall be securely fixed to the fence according to the details on the drawings.

PF3.6 **Installing Gates**

Gates shall be installed in the position indicated by the Engineer. The gates shall be erected so as to swing in a horizontal plane at right angles to gate post clear of the ground in all positions.

PF4 **FINISHING: TRIMMING AND PAINTING**

All ungalvanised metal components of fencing shall be painted according to the specifications on the drawings. After the fencing has been erected, any chipped or damaged paint work shall be touched up according to the same paint specifications.

PF5 **TOLERANCES**

Fence: Maximum permissible deviation from horizontal alignment: ± 25 mm relative to a straight line measured at a level 100mm above natural ground level between corner posts.

Maximum permissible deviation from vertical alignment for corner posts: plus 2 5mm, minus zero off vertical. Positive notation applies to the sides of posts furthest from the object being fenced.

Gate Posts shall be constructed plumb to a tolerance of ± 3 mm off vertical.

Intermediate posts and standards shall be constructed to a tolerance of +10mm minus zero off vertical. Positive notation applies to the sides of posts furthest from the object being fenced.

PF6 **REMOVAL OF EXISTING SECURING FENCING**

The existing security fencing surround for the hospital terrain and other localities are not functional at present and shall be rehabilitated, removed and replaced partly or per element, all as prescribed herefollowing:

- a) Existing straining posts with struts shall be retained and repainted except where instructed by the Engineer to be removed.
- b) The following elements of the existing fence shall be removed, whereafter the site shall be cleared as specified in PF3.1:
 - i) Attached mesh wire and fencing wires.
 - ii) Standards.
 - iii) Gate posts and corner posts with struts and where instructed, straining posts: All complete with struts and concrete bases.
 - iv) Gates.
- c) All standards in good condition shall be repainted and re-used.
- e) All posts and struts, gates and fencing wire shall be removed from site and provision has been made in the Schedule of Quantities Summary, for credit for these materials.

PF7 **MEASUREMENT AND PAYMENT**

PF7.1 Security Fencing

This fencing shall be measured in metres between gate and end posts along the general slope of the ground. Payment shall include full compensation for the clearing of the line, for the supply and erection of plain wire, barbed wire, binding wire and all other components on the drawings but shall specifically exclude corner, end and gate posts and their stays, intermediate posts and standards.

PF7.2 Corner, Bends, Ends and Intermediate Posts

Corners, bends, ends and intermediate posts shall be measured by the number and shall include compensation for the supply, painting and erection of all posts and stays required at such ends, corners or bends and shall also include for any concreting where so specified.

PF7.3 Gates

Gates shall be measured by the number. A double gate as required for security fencing shall be measured as one number double gate. Payment shall include full compensation for the supply, painting and erection of the gate and ancillary components, as well as for the supply, painting and erection of gate posts and struts and for the concreting of such posts and struts (where required).

PF7.4 Pay Items

- | | | |
|----|---------------------|---|
| 1. | Verminproof Fencing | m |
| 2. | Stockproof Fencing | m |
| 3. | Residential Fencing | m |
| 4. | Security Fencing | m |

- | | | |
|-----|--|----|
| 5. | Corners, bends and ends and intermediate posts (shall distinguish between the different types of fencing) | no |
| 6. | Gates (shall distinguish between the different types of fencing and between the different types and widths of gates) | no |
| 7. | <u>Standards</u> | |
| 7.1 | Removal of existing, repaint and reinstallation | no |
| 7.2 | New standards supplied and installed | no |
| 8. | Removal of corner posts, gate posts & straining posts | no |
| 9. | Removal of fence | no |
| 10. | Repainting of existing straining posts | no |

POHAS **OCCUPATIONAL HEALTH AND SAFETY and ENVIRONMENTAL COMPLIANCE**

POHAS1 **SCOPE**

This specification details the health and safety requirements associated with the Works.

This specification is drawn up in accordance with the Construction Regulations. This specification must be read in conjunction with the following sections of this document:

- i) Part C1.2 : Contract Data
- ii) Part C3 : Scope of Work
- iii) Part C4 : Site Information, prior to attempting to identify and detail the hazards relative to the specific Works.

POHAS2 **INTERPRETATIONS**

POHAS2.1 **Legislation and Regulations**

The following legislation is applicable:

- a) Occupational Health and Safety Act, Act 85 of 1993 (hereinafter referred to as “the Act”),
- b) Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R. 1010, published in Government Gazette 25207, (hereinafter referred to as “the Regulations”).

POHAS2.2 **Definitions**

- a) Construction work is defined as:
 “Any work in connection with: -
 - the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
 - the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.
- b) The “Contractor” is defined as an employer who performs construction work and includes the principal contractor and his sub-contractors.
- c) The “Employer” means any person, institution or company for whom construction work is performed.
- d) The “Agent” means any person who acts as a representative of the Employer.

POHAS3 **GENERAL**

POHAS3.1 The Contractor shall ensure that all work is executed in accordance with work procedures, which comply to accepted safety practices with the Act and the Regulations.

POHAS3.2 The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the

Department of Labour in writing of the intended construction work in terms of Regulation 3 of the Regulations.

POHAS3.3 The Contractor shall not engage in any construction work until confirmation has been received in writing on behalf of the Employer that the Contractor's health and safety plan is deemed suitable.

POHAS3.4 The Contractor shall inform the Engineer in writing of the name and address of the Contractor's construction safety officer (CSO) and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer an all-hours telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

POHAS3.5 The location of the Works specific to this Contract is clearly described in the Scope of Work, forming Portion 2, Part 3 of this document.

The Contractor shall, in preparation of his Health and Safety Plan, familiarise himself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he is conversant with these, should the need therefor arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

POHAS3.6 Should the Contractor at any stage in execution of the Works:

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- (c) act in any way which may pose a threat to the health and safety of persons,

the Employer, his Agent or the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.

POHAS3.7 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.

POHAS3.8 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under "fixed charge items" and "time related items".

POHAS3.9 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

POHAS3.10 The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

POHAS4 GENERAL REQUIREMENTS

POHAS4.1 Health and Safety Plan and Environmental plan

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

- a) The Contractor's health and safety plan shall include the following principles:
 - i) A Health and Safety Policy authorised by the Contractor's executive corps that clearly states overall health and safety objectives and commitment to improving health and safety performance.
 - ii) A proper risk assessment of the construction work.
 - iii) Pro-active identification of potential hazards and unsafe working conditions.
 - iv) Informing and/or training of employees working in hazardous and risk areas.
 - v) Provision of a safe working environment and safety equipment.
 - vi) Ensure the safety of sub-contractors through their safety plans.
 - vii) Monitoring health and safety on the construction works on a regular basis.
 - viii) Use of competent construction safety officers.

- b) The Contractor's health and safety plan should cover the following detail:
 - i) Health and Safety Policy.
 - ii) Indication of competent supervision on site.
 - iii) Competencies of persons (scaffold supervisors, first aiders, etc.)
 - iv) Duties and responsibilities of all appointed persons on the project.
 - v) Indication of condition and availability of high-risk equipment, tools & equipment.
 - vi) Monitoring mechanisms.
 - vii) Risk assessments of hazards identified.
 - viii) Arrangements for continuous risk assessments on the project.
 - ix) Medical and first aid arrangements.
 - x) Emergency preparedness arrangements.
 - xi) Accident/ incident reporting and investigation arrangements.
 - xii) Personal protective equipment arrangements.
 - xiii) Site health and safety meeting arrangements.
 - xiv) Audit arrangements.
 - xv) Selection, procurement & management of other contractors.
 - xvi) Maintenance arrangements of machinery and equipment.
 - xvii) Designer/Engineer interaction arrangements.
 - xviii) Workers welfare facilities.
 - xix) Induction arrangements.
 - xx) Training arrangements.
 - xxi) Performance review and improvements on the project.
 - xxii) Past health and safety performance statistics of the Contractor.

POHAS4.2 Health and Safety File and Environment File

- a) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and the Regulations, is opened and kept on site and made available to the Employer or inspector upon request.
- b) The Contractor's health and safety file should inter alia cover the following detail:
 - i) A copy of the health and safety plan.

- ii) All inspection reports as indicated in POHAS4.4.
- iii) Accident and incident reports.
- iv) Minutes of monthly health and safety meetings.
- v) Contact details of the CSO.
- vi) Inventory of safety and first aid equipment.
- vii) Method statements and procedures not included in the health and safety plan.
- viii) Continuous risk assessments on the project.
- ix) Toxic and hazardous material data sheets.
- c) Upon completion of the Works, the Contractor shall hand over a consolidated health and safety file to the Employer.

POHAS4.3 Appointments

POHAS4.3.1 Construction Supervisor (CS)

The Contractor shall in writing appoint a full time competent employee as the construction supervisor, with the duty of supervising construction of the Works.

POHAS4.3.2 Construction Safety Officer (CSO)

Before commencing with the Works, the Contractor shall designate in writing a competent construction safety officer registered with (SACPCMP) as an officer who shall be acceptable to the Agent, to represent and act for the Contractor in health and safety related matters.

POHAS4.3.3 Other Appointments

The Contractor shall in writing appoint competent supervisors, suitable and accomplished, as identified in the health and safety plan.

POHAS4.4 Monitoring Mechanisms

Inspections as required by the Act must be conducted and the records thereof kept in the health and safety file.

POHAS4.4.1 Weekly inspections of first aid boxes.

POHAS4.4.2 Weekly inspections of ladders.

POHAS4.4.3 Weekly inspections of fire-fighting equipment.

POHAS4.4.4 Names and addresses of its employees who are registered as trained fire fighting personnel as well as a duty roster.

POHAS4.4.5 Monthly inspections of welding machines.

POHAS4.4.6 Monthly inspections of oxy-acetylene equipment.

POHAS4.4.7 Monthly inspections of builders' hoists.

POHAS4.4.8 Monthly inspections of mobile and tower cranes.

POHAS4.4.9 Monthly inspections of lifting gear.

POHAS4.4.10 Monthly inspections of electrical equipment.

POHAS4.4.11 Monthly tests of earth leakage units.

POHAS4.4.12 Inspections of formwork and support work on a routine basis as specified in POHAS5.1(d).

POHAS4.5 First Aid

POHAS4.5.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600 mm x 800 mm.

POHAS4.5.2 First Aid Equipment

The Contractor shall provide a stretcher for emergencies and a first aid box with the minimum contents as prescribed by the General Safety Regulations as published by means of Government Notices.

The first aid box(es) shall be checked weekly by a responsible person, who shall be appointed by the Contractor and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

POHAS4.5.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. Areas so demarcated shall be deemed to be "designated areas".

POHAS4.5.4 Reporting of incidents and/or injuries

All incidents in respect of damage to Works, property or machinery or injury to persons shall be reported by the CSO or Site Representative to the Employer as soon as possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Employer within twenty four(24) hours of the occurrence of the incident.

The Employer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Employer with full facilities for carrying out such enquiries.

POHAS4.6 Good Housekeeping

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

The Contractor shall keep the construction site neat and tidy and shall dispose of all waste material in an orderly manner. All materials and equipment on the construction site shall be stored neatly and safely.

POHAS4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard.

POHAS4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in designated areas. The Contractor shall keep enough hard hats available, of a contrasting colour to that of his employees, for the use of visitors to the Works. Hard hats shall not be painted or otherwise defaced.

POHAS4.7.2 Eye & Ear Protection

Suitable eye and/or ear protection shall be worn in designated areas or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

POHAS4.7.3 Footwear

All employees of the Contractor shall wear serviceable, laced-up safety footwear suitable for the intended purpose in designated areas.

POHAS4.7.4 Gloves

All employees of the Contractor shall wear suitable protective gloves in designated areas or when handling hot or hazardous materials or chemicals.

POHAS4.7.5 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals. Reflective vests shall be worn when working in or close to areas where traffic or movement of vehicles, earth moving equipment and poor visibility occur. Persons working over an accumulation of water e.g. Pipeline from Mutale to Mavunde, rivers, dams or harbours, where a danger exists of falling into the water, shall wear life belts.

POHAS4.8 Road Traffic and Transportation

POHAS4.8.1 The Contractor shall ensure that vehicles are maintained in a roadworthy condition.

POHAS4.8.2 The Contractor shall ensure that drivers of vehicles are in possession of an appropriate and valid drivers licence.

POHAS4.8.3 The Contractor shall not permit any driver to be in control of a vehicle on the Works while under the influence of intoxicating liquor or narcotic drugs.

POHAS4.8.4 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

POHAS4.9 Overhead Power lines

Regulations of the electricity supply authority in connection with prohibition of operations in the vicinity of overhead power lines shall be complied with by the Contractor at all times.

POHAS4.10 Machinery, Tools and Equipment

The Contractor shall ensure that all machinery, tools and equipment are safe to use and maintained in a good condition. All tools and machinery driven by electrical, mechanical or other means shall be adequately guarded. All machinery, tools and equipment are to be regularly inspected and such registers are to be kept on site.

POHAS4.11 Welfare Facilities

POHAS4.11.1 The Contractor shall provide and maintain at or within reasonable access of the Works, the following clean facilities:

- a) At least one (1) shower for every fifteen (15) workers of each gender.
- b) At least one (1) sanitary facility for every thirty (30) workers of each gender.
- c) Changing facilities for each gender, and
- d) Sheltered eating areas.

POHAS5 SPECIAL REQUIREMENTS

POHAS5.1 Formwork and Support Work

The Contractor shall ensure that -

- a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose;
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register, kept in the health and safety file;
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in sub-paragraph (a).

POHAS5.2 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -

- a) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

POHAS5.3 Scaffolding

- (a) When using access scaffolding the Contractor shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into the Regulations under section 44 of the Act.
- (b) The Contractor shall ensure that all scaffolding operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- (c) All scaffolding shall comply to SABS 085 "The design, erection, use and inspection of access scaffolding" of which a copy shall be kept in the health and safety file.

POHAS5.4 Safe Working Loads

The Contractor shall ensure that:

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times;
- b) the safe working loads are not exceeded under any circumstances; and
- c) all lifting gear is marked with a unique identity number and recorded in a register kept in the health and safety file.

POHAS5.5 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

POHAS5.6 Use and Storage of Toxic, Hazardous Chemical and Flammable Materials

- a) The Contractor shall take adequate safety precautions with the handling and storage of any toxic, hazardous chemicals and flammable materials.
- b) The Contractor shall provide suitable and adequate protective equipment when working in areas where toxic, hazardous chemicals and flammable materials are being used.
- c) The Contractor shall ensure that its employees have familiarised themselves with the toxic and hazardous material data sheets applicable as well as the location of fire fighting equipment, safety showers/baths and other washing facilities, prior to commencement of work.

POHAS5.7 Work on Elevated Positions

- a) Whenever persons are required to work in an elevated position, every possible and practicable means shall be adopted to provide such persons with effective safeguards;
- b) The Contractor shall stop all persons working on the erection of steelwork during periods of inclement weather or if the possibility of lightning strikes is present;
- c) Safety belts shall be worn when working at an elevation of 2 metres or more;
- d) Working on elevated positions shall only be carried out under the supervision of a competent person, appointed in writing by the Contractor;
- e) Under no circumstances may safety belts be used as fall arrest equipment but only as a fall prevention device. Full body harnesses with appropriate arrest mechanisms are to be used for fall arrest purposes;
- f) Lifelines are to be used with safety harnesses or safety belts when doing steel erection and other similar activities such that persons are not exposed to danger by continuously attaching and detaching the lanyards from the structure.

POHAS5.8 Excavations

- a) Digging or excavation operations may not commence without the written authorisation from the competent supervisor appointed by the Contractor in writing.
- b) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- c) All excavations by the Contractor are to be clearly demarcated to prevent accidental access.

Solid barricading shall be used at areas where there is a fall hazard present (save for pipe trenches). Danger tape may only be used to make the solid barricading more visible.

POHAS5.9 Indemnity of Employer and His Agents

- a) The annexure to this Contract Document contains a declaration pertaining to the Health and Safety Plan which shall be duly completed and signed by the Tenderer. A copy of the signed declaration shall be included in the Contractor's Health and Safety Plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

POHAS6 MEASUREMENT AND PAYMENT

The Contractor shall clearly demonstrate that he has indeed made provision for the cost of health and safety measures during the construction process, as required in terms of Subclause 4(1)(h) of the Construction Regulations (2003) proclaimed under section 43 of the Occupational Health and Safety Act. (Act No. 85 of 1993).

The tendered price shall include for compliance to the following legislation:

- Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- Occupation Health and Safety Act, 85 of 1993 and Regulations promulgated there under;
and
- Construction Regulations, 2003.

Differentiation shall be made in the Schedule of Quantities between the following two payment items:

- Establishment by the Contractor of facilities on site,
and
- Operations and maintenance by the Contractor of facilities on site to ensure that all work is executed in accordance with above mentioned legislation and this Specification.

ANNEXURE C LIST OF DRAWINGS – ISSUED SEPARATELY IN A3 FORMAT

<u>Plan No.</u>	<u>Description</u>
1608D0.700.001	Village Reticulation Combined Layout Plan 1:15 000
1608D0.700.002	Village Reticulation - Layout 1:2 000 – Sheet 1 of 5
1608D0.700.003	Village Reticulation - Layout 1: 2000 – Sheet 2 of 5
1608D0.700.004	Village Reticulation - Layout 1:2 000 – Sheet 3 of 5
1608D0.700.005	Village Reticulation - Layout 1:2 000 – Sheet 4 of 5
1608D0.700.006	Village Reticulation - Layout 1:2 000 – Sheet 5 of 5
1608D0.710.001	Reticulation House Connection & Typical Details
1608D0.710.002	Reticulation Typical Anchor Block Details
1608D0.710.003	Reticulation Typical Name Board Details

PART 4 -SITE INFORMATION

Makwassie is a town located in the Dr Kenneth Kaunda region of the North West Province .The project area lies within the jurisdiction of MHLM. In this capacity, MHLM assumes dual responsibility as both the WSA and the WSP for the scheme.

Makwassie is situated along the R502, approximately 13km South of Wolmaranstad.

Figure 1 shows the locality map of the project scope area.

Table 1: Project Area Coordinates

Local Municipality	Settlements	Coordinates	
		Long-E	Lat-S
Maquassi Hills	Makwassie & Lebaleng	27°18'55.4"S	25°59'37.3"E

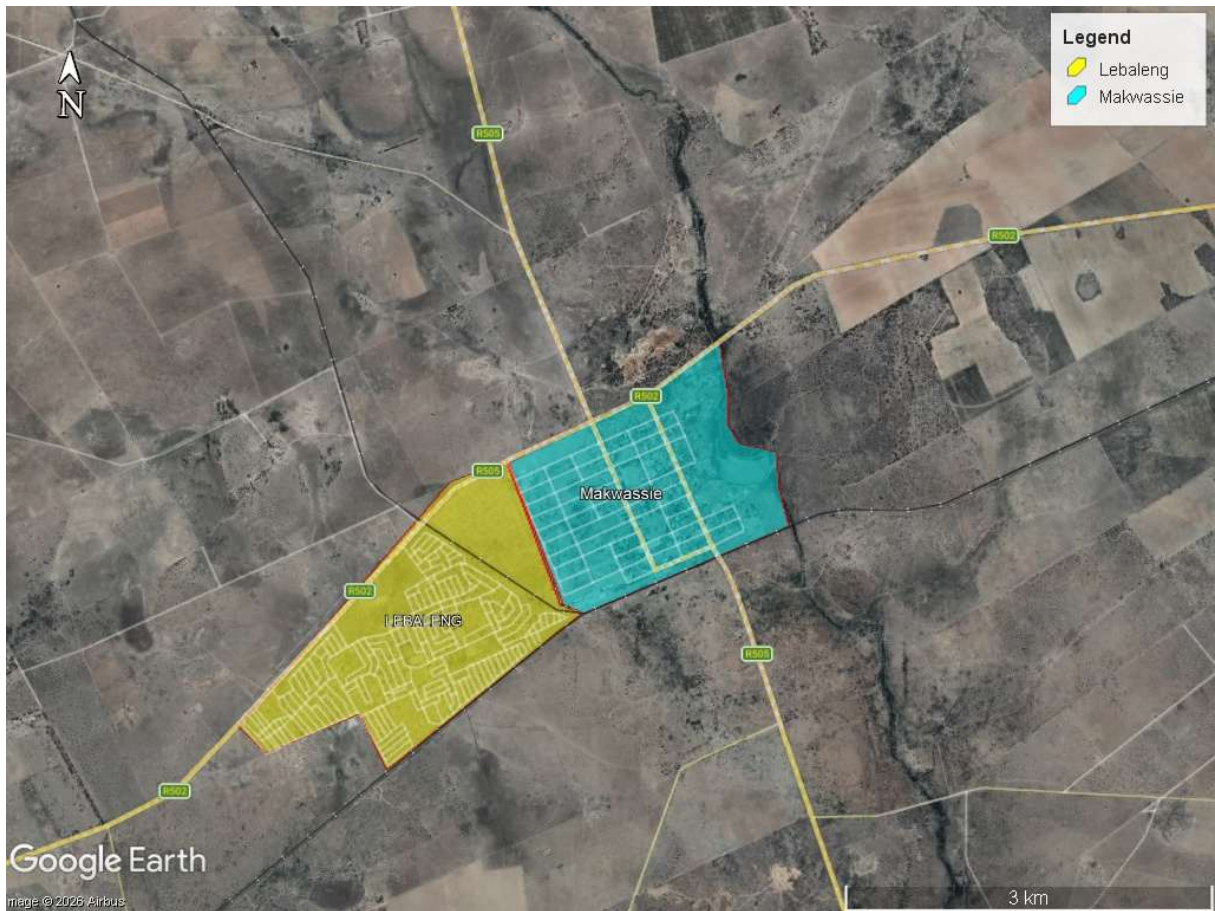


Figure 1: Makwassie Locality Map (Source Google Earth, 2026)

**PART 5 - GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

1

Annexure A

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.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- 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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TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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30. Applicable law
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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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.

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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.

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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.

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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. Inspections, tests and analyses

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

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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

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(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.

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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

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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 antidumping 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, 12

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

28. Limitation of liability

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.

28.1 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

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(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. National Industrial Participation (NIP) Programme

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.

General Conditions of Contract (revised February 2008)