



REQUEST FOR TENDER

GENERAL INFORMATION			
N.B. NO TENDER DOCUMENTS TRANSMITTED PER EMAIL WILL BE ADMISSIBLE			
Tender Advertised	29 August 2025		
Estimated CIDB Grading	Tenderers should have a CIDB Contractor Grading Designation of 6CE or 5CEPE or higher Tenderers who satisfy criteria stated in the Tender Data may submit tender offers.		
Clarification Meeting	10 September 2025 at 10H00, Midvaal Engineering offices. No 56 Rooibok street, Meyerton, 1960, GPS Coordinates: S 26.30.894' E 028 02.681		
Venue for Clarification Meeting	A compulsory clarification meeting with representatives of the Employer will take place at MIDVAAL ENGINEERING OFFICES. NO 56 ROOIBOK STREET, MEYERTON, 1960 GPS Coordinates: S 26.30.894' E 028 02.681' on 10 September 2025 starting at 10h00.		
Closing Date	29 September 2025		
Closing Time	10H00		
Closing Venue	Ground floor Tender Box at Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860		
Point scoring system	The 80/20-point scoring system will be applicable to this tender, i.e., 80points for Price and 20 points for Preferential procurement (BBBEE).		
Late tenders	Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.		
8/2/2/451 (2025-2028) (6CE5CEPE) – BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE2028			
CLOSING DATE: 29 SEPTEMBER 2025 at 10:00			
Name of tenderer:		CIDB CRS Number	
Contact person:		CIDB Grading	
Telephone no:		Fax no:	
Cellular telephone no:		Email address:	

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CONTRACT 8/2/2/451 (2025-2028)(6CE5CEPE)

VOLUME 1

TENDER AND CONTRACT

Employer:		Contractor:	
Witness:		Witness:	

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Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028
Tendering Procedures

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	Contract	Part 1: Agreement and Contract Data	
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Employer:		Contractor:	
Witness:		Witness:	



VOLUME 1

PART 1: TENDERING PROCEDURES

Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

T1.1 Tender notice and invitation to tender

Employer:		Contractor:	
Witness:		Witness:	

Tender Notice and Invitation to Tender

8/2/2/451 (2025-2028) (6CE/5CEPE or higher) BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2028

Employer Tender Number: 8/2/2/451 (2025-2028)

cidb Reference Number: 100108109

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2028

It is estimated that tenderers should have a cidb contractor grading of 6CE or higher. 5CE Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.
Preferences are offered to tenderers who suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e with all pages attached, failure thereof will result in your bid being disqualified.

IMPORTANT INFORMATION:

Midvaal Local Municipality hereby requests all bidders to take note of the following process relating to bid documents requests and clarification notes:

Clarifications:

- Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line.
- The municipality will respond to all received queries/clarifications until the 22 September 2025 @12.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents Responsive bids will then be evaluated on 80/20 preference point system as prescribed by Midvaal Local Municipality's Supply Chain Policy and Preferential Procurement Policy, and PPPFA and its 2022 regulations.

Bids will be evaluated and adjudicated according to the following criteria:

- relevant specifications and technical proposals,
- value for money,
- capability to execute the contract,
- Midvaal SCM policy, PPPFA regulations and any other relevant legislation's, as well as any supporting documents where required.

SPECIFIC GOALS: LOCAL ENTERPRISE:10

BBB-EE STATUS:10

- Details of the specific goals' allocation are demonstrated in the bid document.

PLEASE NOTE:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachment are eligible to submit tenders.

A non-refundable tender deposit of R668.50 payable by proof of deposit or cash is required on collection of the Tender documents.

Bidding documents will be available for purchase during working hours or via electronic request at tenders@midvaal.gov.za

Queries relating to the issues of these documents may be addressed to:

SCM UNIT Tel No. 0163607453 E-mail. tenders@midvaal.gov.za

A **compulsory clarification meeting** with representatives of the Employer will take place at Engineering services office – 56 Rooibok Road, Highbury. GPS Coordinates: S 26.30.894' E 028 02.681' on **10 September 2025 starting at 10h00**.

The closing time for receipt of Tenders is **10h00 on Monday, September 29, 2025**.

Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

T1.2 TENDER DATA

T1.2.1 FUNCTIONALITY REQUIREMENTS

Stage 1 - Minimum Requirements

Samples of the complete meter assembly with accessories, specifications (technical data sheet) and the Prepaid Metering/AMR System will be requested by Midvaal Local Municipality should be submitted with the bid to conduct test as part of the evaluation process. A bid not complying with the peremptory requirements will be regarded as not being an acceptable bid and as such will be rejected and will not move onto technical evaluation. Should any sample fail any of the tests described in this specification it will result in the entire batch, from which it was selected, being rejected.

Failure to submit will render the tender liable to rejection on the grounds of being incomplete. Samples provided by un-successful tenderers will be notified to come collect their samples after award.

Samples and technical data sheet must be submitted by the tenderer to Midvaal Local Municipality on the closing date. All samples must be properly labelled to show:

- Name of Tenderer.
- Contact and item number; and
- Description.

Samples provided by the successful tenderers will be retained for the duration of the contract, during which time all deliveries under the contract must comply strictly with the specification and be equal in all respects to the samples provided. Thereafter, the samples will be returned on request.

Any sample failing any of the tests described in this specification will result in the entire batch, from which it was selected, being rejected.

The Council reserves the right to conduct tests of its own or to elect a third party to do so for any of the items on offer before and after acceptance of the items on offer.

The following provides an overview of the minimum requirements:

- Capable of long-range wireless communication via IoT (Sigfox, LoraWAN)
- Remote shut – on/off
- Field software should be upgradable via radio
- AMR drive-by/walk-by capability
- Automatic detection and notification of tamper and leaks
- Field replaceable battery (10 years lifespan)
- Magnetic anti-tamper
- Valve incorporated in Meter body
- Dual state valve (Open/Close)
- 2.4" screen with large font and user-friendly graphical interface

NOMINAL SIZE (NB)	mm	15	20
Meter body material/ metrological rating		Plastic/C	Plastic/C
High Resolution Impulse Unit (HRI); or AMR		Yes	Yes
Meter body thread	mm	20	20
Maximum flow rate (q/max) ± 2%	m ³ /h	3.0	3.0
Nominal flow rate (qn) ± 2%	m ³ /h	1.5	1.5
Minimum flow rate (q/min) ± 5%	l/h	15	15
Operating pressure	bar	0.3 - 14	0.3 - 14
SABS Approval	Type Approval at minimum is required – certificates confirming the above flow rates must be submitted with the meters		
Accuracy Class		C	C
Wiring	No physical (visual) wiring between the AMR and Meter		

Bidders who successfully meet Stage 1 – Minimum Requirements will be evaluated further for Stage 2 – Minimum Requirements.

Employer:		Contractor:	
Witness:		Witness:	

Stage 2 – Minimum Requirements

For a Contractor to qualify it is a requirement that a Contractor meets all the minimum requirements functionality.

The functionality criteria shall be as follows:

Company Experience

Bidders must submit a minimum of three **(3) fully completed satisfactory letters** indicating experience in prepaid water meter installations and/or maintenance as per attached **Annexures A, B and C** completed within the last 10 years from date of tender closing. The satisfactory letters must indicate that at least 1 000 prepaid meter installations per project with AMR functionally were installed successfully.

Satisfactory letters must be fully completed, signed and stamped.

Failure to comply with company experience requirements will result in the bidder not being evaluated further.

Key Personnel

Key Personnel	Minimum Requirement	No.
Qualified Registered Professional Engineering Technologist x1	<ul style="list-style-type: none"> Minimum Qualifications: <ul style="list-style-type: none"> Professional Registration with ECSA (Submit ECSA registration certificate) and Bachelor's Degree (NQF7) in Civil – Water Engineering (Submit qualification certificate) Min 3 years' post-registration experience in the management of water metering projects (Submit CV) 	1
Civil Technician x1	<ul style="list-style-type: none"> Minimum Qualifications: <ul style="list-style-type: none"> National Diploma in Civil Engineering (NQF6) (Submit qualification certificate) Min 2 years' post-qualification experience on prepaid water meter installations/maintenance projects (Submit CV) 	1
Qualified Plumber X2	<ul style="list-style-type: none"> Minimum Qualifications: <ul style="list-style-type: none"> Qualified plumber trained at a SETA accredited college. (Submit Trade Test or Red Seal) and Certified in the installation of the prepaid metering components and setting up the prepaid meters (POE from prepaid meter supplier) Min 1-year post-qualification experience in prepaid water meter installation/maintenance (Submit CV for each Qualified Plumber). 	2
Assistant Plumber x2	<ul style="list-style-type: none"> Minimum Qualifications: <ul style="list-style-type: none"> Plumber that has completed a SETA accredited course in plumbing (Submit qualification certificate) Min 1-year post-qualification experience in prepaid water meter installation/maintenance (Submit CV for each Assistant Plumber). 	2
Admin Clerk/Data Capturer x2	<ul style="list-style-type: none"> Minimum Qualifications: <ul style="list-style-type: none"> Grade 12 or equivalent NQF4 qualification or higher (Submit Certificate) Min 2 years' experience in data capturing or project administration (Submit CV for each Data Capturer/Admin Clerk) 	2

Failure to comply with all key personnel requirements will result in the bidder not being evaluated further.

Employer:		Contractor:	
Witness:		Witness:	

T1.2.2 CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

The plan fits the project deliverables well; all important activities are indicated in the Methodology (as described in the returnable section of the document) and is appropriate and consistent with project objectives and requirements. The capabilities for the proposed software and prepaid meter with AMR functionally are clearly indicated and the management thereof is discussed.

The skills transfer process is sufficiently tailored for the project and identifies skills transfer initiatives to take place in the municipality.

T1.2.3 TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender (Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015).

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Midvaal Local Municipality

Employer:		Contractor:	
Witness:		Witness:	

F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Volume 1:</p> <p>T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents T2.1 List of Returnable Documents</p> <p>T3: Scope of Work C3.1 Scope of Work C3.2 Particular Specifications C3.4 Occupational Health, Safety and Environmental Specification and Environmental Management Plan</p> <p>T4: Site Information C4 Site Information</p> <p>Volume 2:</p> <p>Part 1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities</p> <p>Part 2: Pricing Data C2.1 Pricing Instructions C2.2 Schedule of Rates</p>
F.1.4	<p>The Employer's agent is:</p> <p>Contact person : Director: Technical Support Services Telephone : 016 360 5813 Facsimile : 086 502 0523 E-mail address : tenders@midvaal.gov.za</p>

Employer:		Contractor:	
Witness:		Witness:	

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Clause Number	Tender Data
F1.5.1	The Employer may accept or reject any variation, or deviation, or part of any tender offer, or whole Tender Offer, or alternative Offer, and may cancel the Tender process and reject all Tender Offers at any time before the formation of a Contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
F1.5.2	Replace the existing clause with the following: The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer or where in his opinion all received tenders are found to be non-responsive.
F.2.1	A Tenderer will not be eligible to submit a Tender if: <ul style="list-style-type: none"> (a) The Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the Contract; (c) The Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract. (g) Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit Tenders. (h) Tenderers shall use a contractor registered with the CIDB in the minimum class of CE registration applicable for the amount of work associated with the physical installation of the unit
F.2.1.1	<p>Eligibility criteria and requirements.</p> <p>TO ADEQUATELY SUBSTANTIATE ANY ELIGIBILITY CLAIM FOR CRITERIA BELOW THE TENDERER SHALL SUBMIT INFORMATION OR COMPLETE RETURNABLE SCHEDULES:</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 of 6CE or 5CEPE or higher And who satisfy criteria stated in the Tender Data may submit Tender offers. <i>Certificate of Registration with CIDB to be submitted</i> 2) 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 applicable class of construction work; and

Employer:		Contractor:	
Witness:		Witness:	

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Clause Number	Tender Data
	<p>iii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation as indicated above.</p> <p><i>Certificates of Registration with CIDB to be submitted</i></p>
F.2.1.2	<p>If the Tax Clearance Certificate is found to be incorrect, the Midvaal Local Municipality may, in addition to any other remedy it may have: -</p> <ul style="list-style-type: none"> Recover from the Contractor all costs, losses or damages incurred or sustained by the Midvaal Local Municipality as a result of the award of the contract; and/or Cancel the contract and claim any damages which the Midvaal Local Municipality may suffer by having to make less favourable arrangements after such cancellation; and/or Impose on the Contractor a penalty not exceeding 5% of the value of the contract. <p>Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.10	<p>a) <u>Value Added Tax</u></p> <p>The Valued Added Tax (VAT) rate is 15% as provided for by Legislation.</p> <p>The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued.</p> <p>Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.</p>
F.2.11	<p>A Tender Offer shall not be considered if alterations have been made to the Forms of Tender data or Contract data unless such alterations have been duly authenticated by the Tenderer or if any particulars required therein have not been completed in all respects.</p>
F.2.12	<p>No alternative Offers will be considered.</p>
F.2.13.3	<p>Each tender offer shall be submitted as an original</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Tender Box</p> <p>Physical address: Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860</p>

Employer:		Contractor:	
Witness:		Witness:	

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Clause Number	Tender Data
	Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers.</i>
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.18	Provide Other Material The tender shall provide a detailed project proposal/ methodology as part of the tender submission. The proposal must detail the full system and what the proposed contract value shall include. The tenderer shall, provide specifications from suppliers of the system proposed for the management and maintenance of the prepaid meters, in addition to a description of how the Employer will be able to utilize this system. Further the tenderer will be required to detail the maintenance structure proposed (for a 3 year period) as well as the technical support structure envisage as a service to the Municipality, the management of the system full time, in addition to, training of the Municipality staff on the use of the proposed system and maintenance of prepaid meters.
F.2.23	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee.
F.2.23	The Tenderer is required to submit with his tender: 1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services. 2) Proof of CSD registration. 3) Curriculum Vitae of all key staff. 4) Certificates of Contractor Registration issued by the CIDB. Where a tenderer satisfies CIDB contractor grading designation requirements through Joint Venture (JV) formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. 5) Originally certified copy of BBBEE verification certificate from an accredited ratings agency. In the event of a JV, a BEE Verification Certificate for the JV shall be attached. 6) A Certified copy of Unemployment Insurance Certificate, Act 4 of 2002. 7) where the tendered amount inclusive of VAT exceeds R 10 million: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer 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; iii) particulars of any contracts awarded to the tenderer 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;

Employer:		Contractor:	
Witness:		Witness:	

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Clause Number	Tender Data
	iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic of South Africa, and, if so, what portion and whether any portion of payment is expected to be transferred out of the Republic of South Africa.
F.2.24	Add the following new clause: “Tax Compliance In the case of a Joint Venture/Consortium the tax Compliance Status Pin must be submitted for each member of the Joint Venture/Consortium.”
F.3.1.1	Replace the contents of the clause with the following: “Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
F.3.4.2	Tenders will be opened after closing time and recording of received documents Midvaal Local Municipality Civic Centre, No. 25 Mitchell Street, Meyerton.
F.3.7	Add the following new clause: A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference). Although quality does not form part of the tender points scoring, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria, he/she will be eliminated, and the tender will not be evaluated further. Potential service providers will have to achieve the minimum requirements for their technical proposals before their financial proposals and B-BBEE status are evaluated. It should be noted that the Preference Procurement will be in line with the Preferential Procurement Regulations, 2022, and not as per Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015 The financial offer will be scored using Formula 2 (option 1) where the value of W1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000.
F.3.13	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or has provided a valid Tax Pin Code issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the CIDB with an appropriate category of registration; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not:

Employer:		Contractor:	
Witness:		Witness:	

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	<ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; and iii. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; <p>e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer, in addition to the original, is one.
	Additions
F.3.20.1	<p>Imbalance in Tendered Rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F3.20.2	<p>Invalid Tenders</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> a. if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance); b. if the tender is not completed in non-erasable ink; c. if the offer has not been signed; d. if the offer is signed, but the name of the tenderer is not stated or is indecipherable; and e. if the tenderer has failed to submit supporting documentation for the evaluation of quality.
F3.20.3	<p>Negotiations with Preferred Tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation:</p> <ul style="list-style-type: none"> a. does not allow any preferred tenderer a second or unfair opportunity; b. is not to the detriment of any other tenderer; and c. does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes.
F3.20.4	<p>General Supply Chain Management Conditions Applicable to Tenders</p> <p>The Supply Chain Management Policy is available from Midvaal Local Municipality's website.</p>

Employer:		Contractor:	
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Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028
Tendering Procedures

Clause Number	Tender Data
F3.20.5	<p>UIF</p> <p>The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.</p>
New	<p>Expanded Public Works Programme (EPWP)</p> <p>This tender qualifies for consideration as an Expanded Public Works Programme project and maximum use of local labour as stated below.</p> <p>Labour Intensive Construction/use of Local Labour</p> <p>It is the requirement of the tender that the work be executed in such a manner as to maximise the use of labour in order to provide the local community with employment opportunities (where applicable). This will be with particular reference to the preparatory works required in relation to the installation of pre-paid water meters.</p> <p>The contractor will also be required to report monthly on the amount of local labour and manage the EPWP component in accordance with the EPWP programme and the Guidelines for the Implementation of Labour-Intensive Projects under the Expanded Public Works Programme, in addition to the Ministerial Determination. Reporting formats which will be provided to the successful contractor.</p>

T1.2.4 AWARD STRATEGY

Tenderers are to note that the Contract may be awarded to a single contractor. Contractors will be required to work anywhere within the jurisdiction of Midvaal Local Municipality, when so requested (i.e. as-and-when required basis) from date of award until 30 June 2028.

Employer:		Contractor:	
Witness:		Witness:	

ANNEXURE: STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.2.1.1 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.2.1.2 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

Employer:		Contractor:	
Witness:		Witness:	

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published on the cidb as well as on the etender Portal in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of

Employer:		Contractor:	
Witness:		Witness:	

F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. =Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

Employer:		Contractor:	
Witness:		Witness:	

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

Employer:		Contractor:	
Witness:		Witness:	

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original of the tender offer as separate packages marking the package as "ORIGINAL". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

Employer:		Contractor:	
Witness:		Witness:	

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

Employer:		Contractor:	
Witness:		Witness:	

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

Employer:		Contractor:	
Witness:		Witness:	

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

Employer:		Contractor:	
Witness:		Witness:	

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goals contribution
- 3) Add the points scored for price and specific goals.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system as described the preferential procurement regulations and 2022 amendments.

F.3.11.4 Scoring points functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Only tenderers achieving the minimum score as described will proceed to further evaluation, ie Price and Preference

F3.11.5 Scoring points for Price

All eligible tenders will be allocated points for price as per the point scoring system described in the preferential procurement regulations and 2022 amendments with the lowest priced tender scoring the highest and the remaining tenders scoring lower as determined through the calculation based on the formula provided.

Employer:		Contractor:	
Witness:		Witness:	

F3.11.6 Scoring points preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Points for Preference points will only be allocated upon submission of a valid and certified BBEE Scorecard

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

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

Employer:		Contractor:	
Witness:		Witness:	

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, bid results are placed on the municipality's website. Bidder's attention is drawn to the fact that bid results are updated on a monthly basis. Please note it is the onus of every bidder to continuously monitor the municipal website for bid results.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4–The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5–The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. – Not Applicable

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Employer:		Contractor:	
Witness:		Witness:	



VOLUME 1

PART 2: RETURNABLE DOCUMENTS

Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1.1 Documents incorporated in this tender document that must be completed and signed by all tenders

T2.2.1	Authority to Sign Documents
T2.2.2	Letter of Good Standing with Workmen's Compensation Commissioner
T2.2.3	Clarification Meeting Certificate
T2.2.4	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)
T2.2.5	Schedule of Work Experience of Tenderer
T2.2.6	Current and Recent Projects for Midvaal Local Municipality
T2.2.7	Schedule of Estimated Monthly Expenditure
T2.2.8	Schedule of Subcontractors
T2.2.9	Details of Experience and CVs Of Key Personal
T2.2.10	Compulsory Enterprise Questionnaire
T2.2.11	Alterations / Amendments / Qualifications by Tenderer
T2.2.12	Adjudication of Tenders on Points Basis
T2.2.13	Schedule of Daywork Rates
T2.2.14	Record of Addenda to Tender Documents
T2.2.15	Size of Enterprise and Current Workload
T2.2.16	Financial Ability to Execute the Project
T2.2.17	Joint Venture Disclosure Form
T2.2.18	Schedule of Proposed Subcontractors Equity
T2.2.19	Invitation to Tender MBD1
T2.2.20	Declaration of Interest (MBD 4)
T2.2.21	MBD5
T2.2.22	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
T2.2.23	Certificate of Independent Tender Determination (MBD 9)
T2.2.24	Form Concerning Fulfilment of The Construction Regulations 20
T2.2.25	General Information (Procurement)
T2.2.26	Specific Goals
T2.2.27	Declaration Certificate for Local Production and Content Designated Sectors (MBD 6.2)
T2.2.28	Preference Points Claim Form in Terms of The Preferential Procurement Regulations and 2022 amendments. (MBD 6.1)
T2.2.29	Tenderer's Financial Standing

Employer:		Contractor:	
Witness:		Witness:	

T2.1.2 Additional Documents to be provided by the Tenderer and attached to the tender

T2.2.30	CIDB Contractor Registration Certificate
T2.2.31	Tax Clearance Certificate and Financial Statements
T2.2.32	Method Statement
T2.2.33	Transfer of Skills
T2.2.34	Additional Functionality Documents
T2.2.35	POPIA Act

T2.1.3 Other documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Guarantee
C1.3	Occupational Health and Safety Agreement
C2.1	Pricing Data and Bill of Quantities
C3	Scope of Work
C4	Site Information

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK NON-ERASABLE INK

Employer:		Contractor:	
Witness:		Witness:	

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required basis
from date of award until 30 June 2028

Returnable Documents

T2.2 RETURNABLE SCHEDULES

Employer:		Contractor:	
Witness:		Witness:	

T2.2.1 Authority to Sign Document

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached,
or

.....

.....

*Delete whichever is inapplicable

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

Employer:		Contractor:	
Witness:		Witness:	

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required basis
from date of award until 30 June 2028

Returnable Documents

T2.2.2 Letter of Good Standing with Workmen’s Compensation Commissioner

Employer:		Contractor:	
Witness:		Witness:	

This is to certify that I/we*

of (tenderer)

of (address)

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

--	--	--

NAME _____

SIGNATURE

DATE _____

Employer:		Contractor:	
Witness:		Witness:	

T2.2.4 Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms....., authorised signatory of the company, close corporation or
partnership..... acting in the capacity of lead partner, to sign all
documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Employer:		Contractor:	
Witness:		Witness:	

T2.2.5 Schedule of Work Experience of Tenderer

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

Experience				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Date Completed
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.6 Reference Letters

Bidders must submit a minimum of 3 fully completed satisfactory letters indicating experience in prepaid water meter installations and/or maintenance as per attached Annexures A, B and C completed within the last 10 years from date of tender closing. The satisfactory letters must indicate at least 1 000 prepaid meters per project with AMR functionally were installed successfully.

Letters shall be completed in full, stamped and signed.

It should be noted that project experience must be related to the proposed works.

Employer:		Contractor:	
Witness:		Witness:	

T2.2.7 Current and Recent Projects for Midvaal Local Municipality

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value] and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR MIDVAAL LOCAL MUNICIPALITY			R

Employer:		Contractor:	
Witness:		Witness:	

T2.2.8 Schedule of Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organization/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

T2.2.9 Details of Experience and CVs of Key Personnel

Tenderers shall set out in the Schedule hereunder details of the experience of the relevant personnel in work of a similar nature to that for which this Tender is submitted. Tender to provide copies of CVs and relevant qualifications.

Failure to complete this Schedule may result in the Tender not being considered.

QUALIFIED REGISTERED PROFESSIONAL CIVIL ENGINEERING TECHNOLOGIST				
Name:		Qualifications:		
Minimum NQF Level: 7				
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Minimum Requirements:

- Professional Registration with ECSA (Submit ECSA registration certificate) and
- NQF7 in Civil – Water Engineering (Submit qualification certificate)
- Min 3 years' post-registration experience in the management of water metering projects (Submit CV)

CIVIL TECHNICIAN				
Name:		Qualifications:		
Minimum NQF Level: 6				
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Minimum Requirements:

- National Diploma: Civil Engineering (NQF6) (Submit qualification certificate)
- Min 2 years' post-qualification experience on prepaid water meter installations or maintenance projects. (Submit CV)

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Contract 8/2/2/451 (2025-2028) Page (13)

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028

Returnable Documents

QUALIFIED PLUMBER #1				
Name:		Qualifications:		
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

QUALIFIED PLUMBER #2				
Name:		Qualifications:		
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Minimum Requirements of each:

- Qualified plumber trained at a SETA accredited college (Submit Trade Test or Red Seal)
- Certified in the installation of the prepaid metering components and setting up the prepaid meters to the system (Submit POE from prepaid meter supplier)
- Min 1 years' experience post-qualification in prepaid water meter installation or maintenance (Submit CV for each Qualified Plumber).

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Contract 8/2/2/451 (2025-2028) Page (14)

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028

Returnable Documents

ASSISTANT PLUMBER #1				
Name:		Qualifications:		
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

ASSISTANT PLUMBER #2				
Name:		Qualifications:		
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Minimum Requirements of each:

- Plumber that has completed a SETA accredited course in plumbing (Submit certificate).
- Min 1 years' experience post-qualification in prepaid water meter installation or maintenance (Submit CV).

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Supply, Installation, Maintenance and Management of
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basis from date of award until 30 June 2028

Returnable Documents

ADMIN CLERK/DATA CAPTURER #1				
Name:		Qualifications:		
Minimum NQF Level:				
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

ADMIN CLERK/DATA CAPTURER #2				
Name:		Qualifications:		
Minimum NQF Level:				
Nationality:				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Minimum Requirements of each: - Grade 12 or equivalent NQF4 qualification or higher qualification (Submit certificate) - Min 2 years' experience in data capturing/project administration (Submit CV for each Data Capturer/Admin Clerk)				
--	--	--	--	--

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

T2.2.10 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise

Address of enterprise

.....

.....

.....

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number.....

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a **X**, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

1. a member of any municipal council
2. a member of any provincial legislature
3. a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity
4. an official of any municipality or municipal entity

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

5. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
6. a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

n

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has, within the last 12 months, been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Employer:		Contractor:	
Witness:		Witness:	

***insert separate page if necessary**

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

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

SIGNED:

Enterprise Name

Date

Name

Position

Signature

Employer:		Contractor:	
Witness:		Witness:	

T2.2.11 Alterations / Amendments / Qualifications by Tenderer

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his/her tender and reference such letter in this schedule.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.12 Adjudication of Tenders on Points Basis

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the Midvaal Local Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Midvaal Local Municipality

The Tender shall be scored on a 80/20 point system where 80 will be for the price and 20 points is in terms of **specific goals**.

The Tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest points for **specific goals**.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**1. GENERAL CONDITIONS**

Preference points for this tender shall be awarded for specific goals verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Preference	20
	Total	100

The points awarded for Preference are based on the specific goals of contributor is as follows:

SPECIFIC GOALS – POINTS CLAIM				
Goal	Weight		Required Proof	Bidder's Checklist
Local Enterprise (10 Points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality		Rates and Taxes statement in the name of the business, or that of its director(s); OR	YES
	5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			
	3 Points, if the business operates outside the Sedibeng jurisdiction		Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)	NO
	0 points for non-submission			
B-BBEE Status	Status Contributor	Points	B-BBEE certificate: issued by the DTIC (The	YES

Employer:		Contractor:	
Witness:		Witness:	

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Returnable Documents

(10 Points)			Department of Trade and Industry and Competition) through CIPC; OR from an accredited institution registered with SANAS; OR a valid sworn affidavit, as issued by the DTIC	NO
-------------	--	--	--	----

The tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Employer:		Contractor:	
Witness:		Witness:	

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The client 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 client.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

T2.2.13 Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

Description : Owned Plant / Equipment	Number of units

Description : Hired Plant / Equipment	Number of units

Description : Plant / Equipment to be purchased	Number of units

Attach additional pages if more space is required.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.14 Record of Addenda to tender documents

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

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

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.15 Size of Enterprise and Current Workload

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes ☐ No ☐

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.16 Financial Ability to Execute the Project

Provide details on the surety you will provide if the tender is awarded to you

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
.....
- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998):
.....
- Cash:
- Bank Rating:

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

Notes:

- Value added tax to be included in all amounts
 - Assume payment of certificates within 30 days of approval of certificate
- From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

SIGNED BY/ON BEHALF OF TENDERER:

Name**Signature****Date**

Employer:		Contractor:	
Witness:		Witness:	

T2.2.17 Joint Venture Disclosure Form

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name

.....

b) Postal address

.....
.....

c) Physical address

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

d) Telephone

.....

Employer:		Contractor:	
Witness:		Witness:	

e) Fax
.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
.....

Postal Address
.....
.....

Physical Address
.....
.....

Telephone
.....

Fax
.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

Employer:		Contractor:	
Witness:		Witness:	

2.2(a) Name of Firm

.....

Postal Address

.....

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

.....

Postal Address

.....

.....

Physical Address

.....

.....

Telephone

.....

Employer:		Contractor:	
Witness:		Witness:	

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

Employer:		Contractor:	
Witness:		Witness:	

3.2(a) Name of Firm

.....

Postal Address

.....
.....

Physical Address

.....
.....

Telephone

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

.....

Postal Address

.....
.....

Physical Address

.....
.....

Telephone

.....

Fax

.....

Employer:		Contractor:	
Witness:		Witness:	

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)
.....%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)
.....%
- c) Affirmable Joint Venture Partner percentages in respect of : *
- i) Profit and loss sharing
- ii) Initial capital contribution in Rands
- (*Brief descriptions and further particulars should be provided to clarify percentages).
- iii) Anticipated on-going capital contributions in Rands
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

Employer:		Contractor:	
Witness:		Witness:	

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

Employer:		Contractor:	
Witness:		Witness:	

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

.....

.....

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

Employer:		Contractor:	
Witness:		Witness:	

.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

- a) Supervision of field operations
.....
- b) Major purchasing
.....
- c) Estimating
.....
- d) Technical management
.....

Employer:		Contractor:	
Witness:		Witness:	

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”

Employer:		Contractor:	
Witness:		Witness:	

10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature
.....

Duly authorised to sign on behalf
of.....

Name
.....

Address
.....

Telephone.....
.....

Date
.....
..

Employer:		Contractor:	
Witness:		Witness:	

Signature
.....

Duly authorised to sign on behalf
of.....

Name
.....

Address
.....

Telephone.....
.....

Date
.....
..

Signature
.....

Duly authorised to sign on behalf
of.....

Name
.....

Address
.....

Telephone.....
..

Date
.....
..

Employer:		Contractor:	
Witness:		Witness:	

Signature
.....

Duly authorised to sign on behalf
of.....

Name
.....

Address
.....

Telephone.....
.

Date
.....
..

(Continue as necessary)

Employer:		Contractor:	
Witness:		Witness:	

T2.2.18 Schedule of Proposed Subcontractors Equity

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % BBBEE ownership	Female ownership Yes / No	c=a x b/100 Total contribution to BBBEE ownership
Total % of contract sub-contracted		Total contribution of BBBEE ownership			

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.19 Invitation to Bid (MBD1)**PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

25 MITCHELL STREET					
MEYERTON					
1961					
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 ENCLOSE PROOF 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	FINANCE		CONTACT PERSON	ENGINEERING	
Employer:			Contractor:		
Witness:			Witness:		

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028

Returnable Documents

			SERVICES: TECHNICAL
CONTACT PERSON	Financial Services: SCM	TELEPHONE NUMBER	016 360 5813
TELEPHONE NUMBER	016 360 7453	FACSIMILE NUMBER	016 360 7595
FACSIMILE NUMBER	016 360 7519	E-MAIL ADDRESS	tenders@midvaal.gov.za
E-MAIL ADDRESS	tenders@midvaal.gov.za		

Employer:		Contractor:	
Witness:		Witness:	

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Employer:		Contractor:	
Witness:		Witness:	

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Employer:		Contractor:	
Witness:		Witness:	

T2.2.20 Declaration of Interest (MBD4)

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

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

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

- 2.1. Full Name of Tenderer or his or her representative:
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder², member):
- 2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5. Tax Reference Number:
- 2.6. VAT Registration Number:
- 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7. Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

- 2.7.1. If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution:

Any other particulars:

Employer:		Contractor:	
Witness:		Witness:	

.....

.....

.....

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.3. If yes, did you attach proof of such authority to the tender document? **YES/NO**

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

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

.....

.....

.....

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

2.8.1. If so, furnish particulars:

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

2.9. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.9.1. If so, furnish particulars:

.....

.....

.....

2.10. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.10.1. If so, furnish particulars:

.....

.....

.....

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

2.11.1. If so, furnish particulars:

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required
basis from date of award until 30 June 2028
Returnable Documents

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personnel Number

4. DECLARATION
I, THE UNDERSIGNED (NAME)
..... CERTIFY THAT THE
INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.21 Declaration for Procurement

MBD 5 - 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?
YES / NO

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?

YES / NO

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.

If yes, furnish particulars.

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?

YES / NO

If yes, furnish particulars.

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

YES / NO

Employer:		Contractor:	
Witness:		Witness:	

If yes, furnish particulars.

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

Employer:		Contractor:	
Witness:		Witness:	

T2.2.22 Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

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

Employer:		Contractor:	
Witness:		Witness:	

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.

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.23 Certificate of Independent Tender Determination (MBD9)

1. This Standard Tender Document must form part of all tenders¹ 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 tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

² Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete. MBD 9

Employer:		Contractor:	
Witness:		Witness:	

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf ofthat:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

Employer:		Contractor:	
Witness:		Witness:	

6. The Tenderer has arrived at the accompanying tender 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 tendering.
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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

Position**Signature****Date**

Employer:		Contractor:	
Witness:		Witness:	

T2.2.24 Form Concerning Fulfilment of the Construction Regulations

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 1993 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

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

Employer:		Contractor:	
Witness:		Witness:	

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.25 General Information (Procurement)

1. Name of tendering entity:

2. Contact details:

Contact name and number:

Address of tendering entity:

Postal code:

Tel no: () Fax no: ()

E-mail address:
.....

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

.....
.....

6. Company or closed corporation registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

.....
.....

7. Construction Industry Development Board (CIDB) registration number **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

.....
.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members

(COMPULSORY)

(In the case of a joint venture, provide for all joint venture members)

ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS” PARAGRAPH No. 13)

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

(In the event of a joint venture, to be completed by all joint venture partners)

[illegible]

Employer:		Contractor:	
Witness:		Witness:	

Supply, Installation, Maintenance and Management of
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Volume	1						
Part	T1	T2	C1	C2	C3	C4	

T2.2.25 Specific Goals

1. Equity Ownership

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, BBBEE status and ownership. In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizen-ship obtained	Gender Male / Female	Race	BBBEE Status (Yes/No)	Date of Ownership	% Owned by BBBEEs	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C

Employer:		Contractor:	
Witness:		Witness:	

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Volume	1					
Part	T1	T2	C1	C2	C3	C4

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined BBBEE ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	c = a * b ÷ 100 % BBBEE contribution
Total BBBEE contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT. FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER

Employer:		Contractor:	
Witness:		Witness:	

2. **SMME Status**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small,	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.28 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	
SPECIFIC GOALS	
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

Employer:		Contractor:	
Witness:		Witness:	

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:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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

Employer:		Contractor:	
Witness:		Witness:	

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be	Number of points claimed (80/20 system) (To be
Employer:			Contractor:	
Witness:			Witness:	

Returnable Documents

	(To be completed by the organ of state)	(To be completed by the organ of state)	completed by the tenderer)	completed by the tenderer)

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 –

Employer:		Contractor:	
Witness:		Witness:	

- (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.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

Employer:		Contractor:	
Witness:		Witness:	

8.2 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**

8.3 Total number of years the company/firm has been in business:.....

8.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

SIGNED BY/ON BEHALF OF TENDERER:

WITNESSES
1.
2.

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

Employer:		Contractor:	
Witness:		Witness:	

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Prepaid Water Meters on an As and When required basis
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SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.29 Tenderers Financial Standing

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:

.....

Name of Bank:

Branch:

Account number:

Type of account:

Telephone number:

Facsimile number:

Name of contact person (at bank):

Bank Rating:

Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

--

Name

--

Signature

--

Date

Employer:		Contractor:	
Witness:		Witness:	

T2.2.30 CIDB Contractor Registration Certificate

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Tenderers should have a CIDB Contractor Grading Designation of 5EB or higher

Employer:		Contractor:	
Witness:		Witness:	

T2.2.31 Tax Clearance Certificate and Financial Statements

Note that each party to a Consortium/Joint Venture shall separately comply with the following Tax Clearance Requirements. Failure to do so will result in the tender being rejected.

TAX CLEARANCE 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.

NEED A TAX CLEARANCE? GO ONLINE

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: www.sarsefiling.co.za

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

Is your tax compliance status green?

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Employer:		Contractor:	
Witness:		Witness:	

THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MLM to check TCC for tender purposes only.

TCS Details	
Tax payer name	
Trading Name	
Purpose of request	TENDER
Request Reference number	
PIN	
PIN EXPIRY DATE	

Note: Bidders may attach their Tax compliance status printout to the bidding document.

I, _____ in my capacity as _____ duly appointed as authorised signatory holder, hereby grant **Midvaal Local Municipality** permission to check the TCC status of _____ and it is duly understood that the search is for tender purposes only.

NAME AND SURNAME

DESIGNATION

DATE

SIGNATURE

SIGNED BY/ON BEHALF OF TENDERER:**Name****Signature****Date**

Employer:		Contractor:	
Witness:		Witness:	

T2.2.32 Method Statement

Nota Bene: The Prepaid Metering/AMR System referred to herein is not the online vending platform through which consumers purchase credit. The Prepaid Metering/AMR System refers to the online management platform managed by the contractor through which all installed prepaid water meters are registered, AMR data is documented and tamper alarms are indicated.

T2.2.32.1 Supply of materials

Methodology must cover at a minimum the procurement of prepaid water meters with AMR compatibility, including:

- a) Detailed specification sheets of the proposed prepaid domestic water meters;
- b) Detailed specification sheets of the proposed User Interface Unit (UIU);
- c) Detailed specification sheets of the proposed AMR data collector (drive-by and/or fixed network);
- d) Detailed specification sheets of the proposed Prepaid Metering/AMR System, detailing at a minimum:
 - i) Tamper alarm notification;
 - ii) Automatic valve type and pressure rating;
 - iii) Location of installed prepaid meters; and
 - iv) AMR reading information per prepaid meter.
- e) Warranty specification for the prepaid meter, including battery replacement, actuator and valves;
- f) Procurement of the proposed prepaid water meters, UIU, AMR data collectors and Prepaid Metering/AMR System;
- g) Procurement of the required pipework, fittings, reinstatement material (paving, grass sods etc.) and other material required for the installation and maintenance of prepaid meters;
- h) Storage facilities for new prepaid meters and materials before installation; and
- i) Record keeping and data integrity measures for the procurement and storage of prepaid meters and related material.

T2.2.32.2 Installation and Commissioning

Methodology must cover at a minimum the procedures, after receiving instruction from the Midvaal Local Municipality, to install prepaid water meters and register the prepaid water meters on the Prepaid Metering/AMR System, including:

- a) Measures for ensuring that consumer stands earmarked for prepaid water meter installation are correctly located;
- b) Prioritisation of installation requests;
- c) Procedures to install a prepaid water meter, including:
 - i) Measures for ensuring that consumer stands earmarked for prepaid water meter installation are correctly located and consumer lead's identified;
 - ii) Consumer/Developer engagement to arrange for prepaid water meter inside the consumer's yard;
 - iii) Installation of prepaid water meter with AMR compatibility inside the consumer yard;
 - iv) Surface re-installment;
 - v) Measures to ensure quality assurance of works performed;
 - vi) Procedure to commission prepaid water meter, including UIU and operating pamphlet provision to consumer and registering of prepaid water meter on Prepaid Metering/AMR System;
 - vii) Procedure if consumer stand could not be located or accessed.
- d) Procedures for removing the existing conventional water meter assembly and box (for existing metered consumer stands), including:

Employer:		Contractor:	
Witness:		Witness:	

- i) Pre-inspection of the existing conventional water meter to retrieve meter reading and serial number;
- ii) Replacement of conventional meter with a straight pipe connection;
- iii) Surface re-instatement;
- iv) Measures to ensure quality assurance of works performed;
- v) Storage facilities for removed conventional water meter; and
- vi) Record keeping of removed conventional water meter.

T2.2.32.3 Maintenance of Prepaid Water Meters

Methodology must cover as a minimum the procedures, after receiving instruction from the Midvaal Local Municipality or as-and-when required, to perform maintenance at prepaid water meters, including:

- a) Measures for ensuring that consumer stands earmarked for prepaid water meter maintenance are correctly identified;
- b) Pre-inspection of the prepaid water meter to retrieve meter reading, serial number and condition;
- c) Response to tampering alarms;
- d) Repair of prepaid water metering fault;

T2.2.32.4 Management of Prepaid Water Meters

Methodology must cover as a minimum the procedures, after receiving instruction from the Midvaal Local Municipality or as-and-when required, to manage all prepaid water meters installed within Midvaal Local Municipality, including:

- a) Measures to capture and monitor the status of existing prepaid water meters previously installed within Midvaal Local Municipality before project term;
- b) Measures to transfer removed conventional water meter details to Midvaal Local Municipality;
- c) Measures to transfer prepaid water meter installation details to Midvaal Local Municipality;
- d) Procedures for monthly AMR data collection from installed prepaid water meters;
- e) Measures to transfer prepaid water meter AMR data to Midvaal Local Municipality; and
- f) Monitoring of the date and time of received and completed works, endeavoring to abide by time frames.

Employer:		Contractor:	
Witness:		Witness:	

T2.2.33 Transfer of Skills

Methodology must cover as a minimum the procedures to transfer the skills required to maintain and manage all prepaid water meters installed within Midvaal Local Municipality, including training to Midvaal Local Municipality staff on the:

- a) Procurement of the required pipework, fittings, reinstatement material (paving, grass sods etc.); and other material required for the maintenance of prepaid meters;
- b) Procedures for monthly AMR data collection and meter reading from installed prepaid water meters; and
- c) Prepaid Metering/AMR System to be able to retrieve consumer consumption and meter details.

Employer:		Contractor:	
Witness:		Witness:	

T2.2.34 Additional Documents

- Tenderer's Occupational Health & Safety Policy;
- Joint Venture agreement (if applicable);
- A Certificate of Contractor Registration issued by the Construction Industry Development Board;
and
- Where the contract is expected to exceed R10 million including VAT, the following documents are required:
 - (I) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - (II) certificate certifying that the tenderer 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;
 - (III) particulars of any contracts awarded to the tenderer 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;
 - (IV) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the republic.

Employer:		Contractor:	
Witness:		Witness:	

T2.2.35 POPIA ACT

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country

Employer:		Contractor:	
Witness:		Witness:	

Returnable Documents

(transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

Employer:		Contractor:	
Witness:		Witness:	

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
------------	-------

Employer:		Contractor:	
Witness:		Witness:	

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VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

C1.1.1 FORM OF OFFER

THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

8/2/2/451 (2025-2025): SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PREPAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2025

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 authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor/Service Provider 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 and Pricing data.

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

_____ Rand (in words); R _____ (in figures),
 (firm)* (adjustable)* *(delete which does not apply)

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 and
signature of
witness**

Date _____

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C1.1.2 FORM OF ACCEPTANCE

THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE

By signing this part of the 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 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

Part 5 Drawings

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

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

FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

Name(s)

Capacity

**For the
Employer**

(Name and address of organisation)

**Name and
signature of
witness**

Date _____

Volume	1					
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C1.1.3 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; and
4. Any change or addition to the tender documents arising from the above arrangements 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 _____

7 **Subject** _____

Details _____

8 **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 the 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 and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Agreement and Contract Data

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

Date _____

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

Date _____

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required basis
from date of award until 30 June 2028
Agreement and Contract Data

C1.2 CONTRACT DATA

The Service Level Agreement (SLA) attached hereto is applicable to this contract.

SERVICE LEVEL AGREEMENT

entered into between

MIDVAAL LOCAL MUNICIPALITY

duly represented by the Midvaal Local Municipality: **[Municipal Manager or his/her Duly
Authorised Representative]**

AND

[SERVICE PROVIDER NAME]

Registration Number: XX

SERVICE LEVEL AGREEMENT

entered into between

MIDVAAL LOCAL MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by **[Municipal Manager or his/her Duly Authorised Representative]** in his capacity as Midvaal Local Municipality Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**MUNICIPALITY**”)

AND

[SERVICE PROVIDER NAME]

Registration Number: 1989/007013/07

Herein represented by _____ in his/her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on or as the joint venture agreement signed on _____, a copy of which is annexed as “Annexure A”, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement

(Herein referred to as the “**SERVICE PROVIDER**”)

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RECORDAL:

WHEREAS the Midvaal Local Municipality requires the services of a service provider to implement agent services in the Supply, Installation, Maintenance and Management of Prepaid Meters from date of award until 30 June 2025 (As-And-When);

AND WHEREAS the Midvaal Local Municipality wishes to appoint [Service Provider] as a Service Provider;

AND WHEREAS the Service Provider wishes to provide such services;

AND WHEREAS the Service Provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which [Service Provider] shall provide the Services in the Service Areas and/or Delivery Area to the Municipality in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

- 1.1 **“Agreement”** means this service level agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;
- 1.3 **“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;
- 1.4 **“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 34: *Notices and Communications* and who can be substituted in writing from time to time;
- 1.5 **“Contract Price”** shall mean the amount reflected as the contract price in clause 10: *Price and Payment*;
- 1.6 **“Contract Period”** means from date of award until 30 June 2025.
- 1.7 **“Effective Date”** means the date when the last signing party signs the agreement;
- 1.8 **“Force majeure event”** means any event beyond the reasonable control of a party;
- 1.9 **“Intellectual Property”** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the

Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

- 1.10 **"Month"** means a calendar month;
- 1.11 **"Municipality"** means the Midvaal Local Municipality, a local municipality established in terms of section 12 of the Local Government Municipal Structures Act 117 of 1998;
- 1.12 **"Operation"** means the work and services to be performed in accordance with this Contract;
- 1.13 **"Parties"** means Municipality and Service Provider and "Party" means either of them as the context requires;
- 1.14 **"Project Period"** means the implementation, installation and commissioning of all the equipment, software, processes and systems as per the project scope detailed in Request for Proposal and shall commence on finalisation of:
- This agreement;
 - Approval from National Treasury; and
 - Funding required.
- 1.15 **"Service Period"** means the period where the service provider assumes responsibility for the day to day planning, operation and control of the of the prepaid, AMR compatible water meters.

THE ABOVE MENTIONED TWO PERIODS SHALL RUN CONCURRENTLY FOR A PERIOD OF THREE (3) YEARS.

- 1.16 **"Services"** means services to be provided by the Service Provider to the Municipality as detailed in clause 9: *Scope of General Services*;
- 1.17 **"Service Provider"** means a company duly incorporated in accordance with the company laws of the Republic of South Africa, respectively;
- 1.18 **"Signature Date"** means the date of signature of this Agreement by the Party signing last;
- 1.19 **"Subcontract"** means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

- 1.20 **“Subcontractor”** means the third party with whom the Service Provider enters into a Subcontract;
- 1.21 **“Tax Invoice”** means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and
- 1.22 **“VAT”** means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

- 2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word connoting:
 - 2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;
 - 2.2.2 any one gender shall be deemed to include a reference to the other two genders; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.
- 2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

2.8 The parties agree that they are bound to all the terms and conditions of this Agreement and that this Agreement constitutes the entire agreement between them. In the event that there is any conflict between the provisions of the service information included in the Appointment Letter (Annexure B) and this agreement, then the parties shall try as far as possible to interpret the provisions as complementary and supplementary to one another.

3 APPOINTMENT

The Municipality hereby appoints the Service Provider, who accepts such appointment, to provide the Services in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

- 4.1.1 formalise and regulate the working relationship between the Parties;
- 4.1.2 set out the roles and responsibilities of the Parties; and
- 4.1.3 define process and procedures to be followed by the Parties.

5 EXTENT OF TERMS AND CONDITIONS

This Agreement consists of the terms and conditions set out in the documentation listed as follows:

- Letter of Appointment;
- Tender document (proposal) submitted by the service provider; and
- This Agreement.

In the event of conflict between the provision of any of the foretasted documentation and this Agreement, the provisions of this Agreement shall prevail.

6 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore, the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the Municipality, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the Municipality or to contract in the name of the Municipality, or create a liability against the Municipality in any way or for any purpose.

7 DURATION

This Agreement shall commence on the Effective Date and shall subsist from date of award until 30 June 2028, commencing from the last party signing this contract, unless terminated earlier pursuant to clause 31: *Early Termination*.

8 CONTACT PERSON

- 8.1 The work to be performed by the Service Provider hereunder will be supervised by Municipality's Contact Person referred to in clause 34: *Notices and Communication*.
- 8.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.
- 8.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.
- 8.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 8.5 Without derogating from the a foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

9 SCOPE OF GENERAL SERVICES

- 9.1 The Service Provider shall, for the duration of this Agreement provide the service as outlined in the Request for Proposal.

10 PRICE AND PAYMENT

- 10.1 The Municipality shall pay to the Service Provider for the Services rendered as per the Project Budget in Schedule of Rates and the Form of Offer. Any service to be performed will be on an as and when basis in respect of this contract.
- 10.2 Once the work has been completed to the satisfaction of the Employer then can only be invoiced on completion thereof.
- 10.3 Payment will be made within 30 (thirty) days after receipt of correct or corrected relevant invoices
- 10.2 All payments under this Agreement shall be made by electronic fund transfer (EFT) upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.
- 10.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.
- 10.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the Municipality within 30 (thirty) days after the date of receipt by the Municipality of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 30 (thirty) days of receipt of such statement.
- 10.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.
- 10.6 The Municipality shall pay the amount reflected on a Tax Invoice once the Municipality's Contact Person has verified that the Services set out in a schedule

have been rendered and the Tax Invoice amount has been approved by the Municipality.

- 10.7 All Tax Invoices shall be addressed to the Municipality's Contact Person.
- 10.8 All payments shall be transferred, by the Municipality to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:
- Bank: _____
- Account type: _____
- Account No: _____
- Branch No: _____
- Branch: _____
- 10.9 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the Municipality. The Municipality shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.
- 10.10 Payments owed to Service provider, in arrear, for any undisputed invoices are subject to arrear interest of 9.5% per annum to be added, calculated pro rata for each calendar day of delay, capitalised annually.
- 10.11 Upon termination of this agreement as result of breach of contract or any other valid reason, the Employer may withhold the remaining portion of any payments due in terms of this SLA.
- 10.12 Except where stated otherwise, the Contractor must include in the rates for each activity: all costs that might be necessary to execute the activity as per offered rates.
- 10.13 Payment will be made in terms of the offered rates (excluding vat and escalation) as set out in Schedule of Rates

11 EXEMPTION REQUIRED

- 11.1 The Service Provider hereby undertakes to relieve the Municipality of any responsibility and to indemnify it from any actions or claim or other legal obligations of any nature whatsoever that may arise out of any work conducted

by the Service Provider or any negligence which may arise as a result of any use of the space and equipment by the Service Provider.

12 ESCALATION

12.1 Escalation on the tendered monthly rates for staff will be allowed on the following basis only:

12.1.1 The advertisement date of this tender will be the base date.

12.1.2 No escalation will be allowed for twelve (12) months from the base date.

12.1.3 Each subsequent twelve (12) month period, after the period described in (b) above, an increase to the tendered daily rate for the staff will be allowed.

12.1.4 This increase will be no higher than the annual CPI indices 1 July percentage increase applied to the Midvaal Local Municipality Water and Sanitation Departmental staff. This percentage increase will be applied for the full twelve month period in question.

13 SERVICE LEVELS

13.1 The Service Provider recognises that the Municipality has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

13.1.1 capacity allocations in accordance with the Service to be provided;

13.1.2 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider in accordance with professional industry standards.

13.2 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the Municipality in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by

the Service Provider to the Municipality, and shall allocate employees with the technical skill and knowledge onsite at the Municipality at all times during normal working hours, if the Municipality so requires.

- 13.3 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 9: *Scope and General Services*.

14 WITHHOLDING OF PERFORMANCE

- 14.1 The Service Provider may not withhold or suspend any services where there is a thirty (30) Business days delay of payment.
- 14.2 During the currency of this agreement, the Service Provider has the right to withhold or suspend Services provided to the Municipality after the thirty (30) Business days delay referred to in clause 14.1 has lapsed.
- 14.3 If the Municipality still fails to pay within the period referred to in clause 14.1 the Service Provider may provide the Municipality with a further seven (15) Business days or any number of days requested by the Municipality to effect payment. Failure of the Municipality to pay despite the further extension referred to herein shall entitle the Service Provider to terminate the agreement and exercise any of its rights it may have in terms of this agreement or in law.

15 PENALTIES

- 15.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the Municipality may:
- 15.1.1 exercise its rights in terms of clause 30: *Breach*; alternatively
 - 15.1.2 impose a penalty on the Service Provider.
- 15.2 An election of any of the above by the Municipality shall not mean that the Municipality has waived any other rights which the Municipality might have in law.
- 15.3 Should the Municipality elect to impose a penalty on the Service Provider, the Municipality shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

15.4 Should the service provider fail to deliver and or perform in terms of its work or service as per its agreement with the Municipality, due to its default and not the fault of others, within the periods as specified in the agreement and annexures thereto, the Service Provider shall pay the following penalties until the actual delivery or performance:

TABLE 15.4: TURNAROUND TIMES AND PENALTIES PER WORKS ORDER

Time allocated will be measured from the time of job-card issue or formal instruction from the Municipality to the Service Provider.

Item No	Pricing Data	Task Description	Task Urgency	Time allocated	Task completion time and Penalty % of tendered rate	Penalty per Works Order
15.4.1	C2.1.6.3	Repair leak at prepaid meter unit. CONSUMER HAS NO WATER.	Urgent	4 working hours	5-8 working hours 50% 8-24 hours 100% Over 24 hours 200%	R300-00
15.4.2	C2.1.6.4	Repair of leak at connection to main line for prepaid water connections. CONSUMER HAS NO WATER.	Urgent	4 working hours	5-8 working hours 50% 8-24 hours 100% Over 24 hours 200%	R300-00
15.4.3	-	Interrupted water supply	Urgent	4 working hours	5-8 working hours 50% 8-24 hours 100% Over 24 hours 200%	R300-00
15.4.4	-	Inability to load vending token. CONSUMER HAS NO WATER.	Urgent	4 working hours	5-8 working hours 50% 8-24 hours 100% Over 24 hours 200%	R300-00
15.4.5	C2.1.6.7	Provision and installation of meter components. CONSUMER HAS NO WATER.	Urgent	4 working hours	5-8 working hours 50% 8-24 hours 100% Over 24 hours 200%	R300-00
15.4.6	-	Inability to load vending token. CONSUMER HAS WATER.	-	24 hours	25-48 hours 50% 48-72 hours 100% Over 72 hours 200%	R300-00
15.4.7	C2.1.6.3	Repair leak at prepaid meter unit. CONSUMER HAS WATER.	-	24 hours	25-48 hours 50% 48-72 hours 100% Over 72 hours 200%	R300-00
15.4.8	C2.1.6.4	Repair of leak at connection to main line for prepaid water connections. CONSUMER HAS WATER.	-	24 hours	25-48 hours 50% 48-72 hours 100% Over 72 hours 200%	R300-00
15.4.9	-	Return of Job Cards	-	1 Day after completion of works approved by engineer	1-2 days 50% Over 2 days 100%	R200-00
15.4.10	-	Re-works	-	2 days	Over 2 days 100%	R200-00
15.4.11	C2.1.6.7	Provision and installation of meter components. CONSUMER HAS WATER.	-	3 days	3-6 days 100% Over 6 days 200%	R200-00

Item No	Pricing Data	Task Description	Task Urgency	Time allocated	Task completion time and Penalty % of tendered rate	Penalty per Works Order
15.4.12	C2.1.6.1	Installation of prepaid water meter assembly and box	-	5 working days	6-8 days 50% 8-10 days 100% Over 10 days 200%	R200-00
15.4.13	C2.1.6.5	Relocation of existing prepaid meter assembly	-	15 working days	16-31 days 100% Over 31 days 200%	R200-00
15.4.14	C2.1.6.6	Provision and installation replacement of stop-cock/isolation valve	-	15 working days	16-31 days 100% Over 31 days 200%	R200-00
15.4.15	C2.1.6.8	Tampering alarm response	-	3 working days	3-6 days 100% Over 6 days 200%	R200-00

15.5 In addition to TABLE 15.4: TURNAROUND TIMES AND PENALTIES PER WORKS ORDER, further penalties are applied for contract administrative errors.

15.5.1 Should the monthly report be submitted later than the 25th of the month (or the subsequent working day, should the 25th fall on a public holiday or weekend), a penalty of R1000.00 per day shall be imposed, until such time as the report is submitted. This will be implemented on a monthly basis.

15.6 Should there be a dispute as to whether the failure to deliver was caused by the Municipality or was the Service Provider's fault, such dispute shall be dealt with in accordance to clause 32: *Disputes*.

16 ACCESS

16.1 The Municipality shall allow the Service Provider reasonable access to its premises, provided that:

16.1.1 access is related to the Services to be provided by the Service Provider; and

16.1.2 the Service Provider adheres to all rules, regulations and instructions applicable at the Municipality's premises.

16.2 The Service Provider is required to notify the Municipality monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

- 16.3 The Municipality shall grant the Service Provider and/or its employees, referred in clause 16.2 above, access to its premises to perform its obligations in terms of this Agreement.
- 16.4 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the Municipality comply with all rules, laws, regulations and policies of the Municipality.

17 INSPECTION

- 17.1 The Municipality may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement provided that the inspections do not interfere with the progress of the work, subject to the Municipality signing a Non-Disclosure Agreement.
- 17.2 If the Municipality is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.
- 17.3 The Service Provider shall immediately upon receipt of written demand by the Municipality, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.
- 17.4 Should the Service Provider fail to remedy the failure or default referred to above then the Municipality shall have the right to impose penalties as provided for in clause 14: *Withholding of Performance* or invoke the provisions of clause 30: *Breach*.
- 17.4.1 To enable the Municipality to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:
- 17.4.1.1 provide the Municipality with such information as it may reasonably require;
- 17.4.1.2 allow the Municipality to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs,

transaction logs, audit trails, books, records, contracts
and correspondence;

- 17.4.1.3 allow the Municipality or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

17.5 Service Provider to Provide Reasonable Assistance

- 17.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the Municipality reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.
- 17.5.2 Any information required to be provided to the Municipality pursuant to this clause 17: *Inspection* shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the Municipality may reasonably specify.
- 17.5.3 The cost of any inspection contemplated in terms of this clause 17: *Inspection* shall be for the account of the Municipality unless any material irregularity or failure on the part of the Service Provider is determined by the Municipality in the course of such inspection.

17.6 The inspection contemplated in this Agreement will be conducted:

- 17.6.1 during normal business hours;
- 17.6.2 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Services and the Service Provider's other operations.

18 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

18.1 Service Warranties

18.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

- 18.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;
- 18.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;
- 18.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;
- 18.1.1.4 all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;
- 18.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 18.1.1.6 the use or possession by the Municipality of any Materials will not subject the Municipality to any claim for infringement of any Intellectual Property Rights of any third party;
- 18.1.1.7 with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services similar to the Services;
- 18.1.1.8 which Services will in all aspects comply with industry norms and best practice to the satisfaction of the Municipality with regard to materials and workmanship;

- 18.1.1.9 using and adopting any standards, processes and procedures required under this Agreement;
 - 18.1.1.10 warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the Municipality and it shall allocate employees in accordance with the technical skill and knowledge required;
 - 18.1.1.11 free from any material defects in workmanship;
 - 18.1.1.12 maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;
 - 18.1.1.13 maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;
 - 18.1.1.14 ensuring that all applicable laws are observed;
 - 18.1.1.15 without derogating from the generality of the a foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods; and
 - 18.1.1.16 warrant that the Goods shall be in good working condition for the warranty and/ or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use provided that the reason for the repair was due to the fault of the Service Provider.
- 18.1.2 The prepaid domestic water meter with AMR compatibility is under guarantee for a period of three years from the date of installation as per works order instruction (job card) issued by the Employer, against faulty workmanship in manufacturing and/or in respect of the material.

This warranty will not apply where there has been physical tampering with the products by any person not authorized by the serviceProvider, including but not limited to, unauthorized alterations, modifications and/or additions to the products.

18.2 Indemnity

18.2.1 The Service Provider hereby indemnifies the Municipality against any claim which may be brought against the Municipality by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the Municipality as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the Municipality shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the Municipality becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the Municipality aforesaid, elect in writing to contest such a claim in the name of the Municipality and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the Municipality against all and any proven costs (including attorney and own client costs) which may be incurred by or awarded against the Municipality as a consequence of the defence of the claim.

18.3 Due Diligence

18.3.1 Both parties will ensure that all acts, regulations and requirements as a result thereof are duly complied with by the parties hereto.

18.4 Insurance

18.4.1 The Contractor is responsible for Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death

of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of **R5million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

18.4.2 Bond or Guarantee

The Contractor shall within 21 days from the date of Offer Acceptance by the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Tender Documents. **The Bank Guarantee shall be for an amount equal to ten percent (10%) of the Tender Sum**, for the due and punctual fulfilment and completion of all the Contractor's obligations under the Contract. No Extension of Time or any variation of the Contract nor the determination of the Contract by the Employer shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond. The cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion of the Works.

Should the Contractor, when notified of the acceptance of his offer, fail to provide an approved Surety Bond within 21 days, then the Employer may, at his sole discretion:

- a. Grant the Contractor a further reasonable period in which to provide the bond; or
- b. Withdraw his acceptance of the tender in which case the Contract shall be deemed to be void, but without prejudice to the Employer's rights to recover whatever damages he may have suffered by virtue of the Contractor's failure to fulfil his obligations.

19 THE MUNICIPALITY'S WARRANTIES AND INDEMNITIES

- 19.1 The Municipality undertakes to protect the installed prepaid domestic water meters with AMR compatibility against unauthorized use and tampering to the extent within the Municipality's control.
- 19.2 The Municipality undertakes to ensure that no alterations, modifications and/or additions are made to the installed prepaid domestic water meters with AMR compatibility by the Municipality and or any third party appointed by the Municipality during the project duration.

20 SERVICE PROVIDER'S PERSONNEL AND SUPPORT**20.1 Liability for Criminal Acts of Employees**

The Service Provider shall be liable to the Municipality for any proven loss that the Municipality or any third party may suffer if it is found that any employee of the Service Provider has committed an act of any theft, fraud or other criminal which arises within the course and scope of such employees' employment with the Service Provider.

20.2 Character of Employees

20.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the Municipality employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

20.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

20.3 The Municipality shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

20.4 The Service Provider shall ensure the maintenance, management and product support of installed prepaid domestic water meters with AMR compatibility throughout the project duration as per the work instructions (job cards) issued by the Municipality. The following channels are provided for the correspondence between Municipal staff and the Service Provider:

20.4.1 [Service Provider Contact Number]

20.4.2 [Service Provider Contact Number After Hours]

20.4.3 [Service Provider Email Address]

The turnaround times listed in clause 15.4 initiate upon the first notification of the work instruction (job card) to the Service Provider from the Municipality via the above channels.

21 LIMIT OF LIABILITY

21.1 The Service Provider's aggregate liability to The Municipality arising out of or in connection with the performance or non-performance or repeat or delayed performance of the Services, or any act or omission in the performance of the Service Provider's professional duties in relation to the Services, whether by way of indemnity in terms hereof, statute, under the law of contract, in delict or any other basis in law or equity, shall (to the extent permitted by law) be limited to the total amount of the Contract Price stated herein or agreed to between the parties. The Municipality releases the Service Provider with respect to any such liability:

21.1.1 To the extent that, in respect of any event which causes loss or damage to the Municipality, the amount of such liability may exceed the amount equal to the Contract Price as stated above; and

21.1.2 To the extent that the aggregate amount of such liability in respect of all such events may exceed the amount equal to the Contract Price as stated above where there is more than one event which causes The Municipality to suffer loss or damage.

21.2 The Service Provider shall furthermore not be liable to the Municipality for loss of use of any works, loss of profit, loss of any contract or for any indirect or

consequential loss or damage which may be suffered by The Municipality in connection with the Agreement or the Services.

22 STATUTORY AND EMPLOYMENT ISSUES

22.1 The Service Provider shall comply with all employment legislation

22.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the Municipality. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

22.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the Municipality advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the Municipality informed regarding the steps taken and the implementation and the result thereof.

22.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the Municipality. The Service Provider shall assist to defend and bear all costs in the event that the Municipality is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the Municipality defend the matter, the Service Provider hereby indemnifies the Municipality against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the Municipality as a consequence of the defence of the claim.

22.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the Municipality against any claim which may arise in respect of such Act by its personnel against the Municipality.

23 SUB-CONTRACTING

- 23.1 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior consent of the Municipality.
- 23.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the Municipality in writing for consent to do so.
- 23.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.
- 23.4 The Municipality may, in its sole and absolute discretion refuse consent to Subcontract. In the event the Municipality approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:
- 23.4.1 the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;
- 23.4.2 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the Municipality harmless against any loss, harm or damage which the Municipality may suffer as a result of such Subcontracting;
- 23.4.3 the Service Provider shall at all times remain the sole point of contact for the Municipality in respect of the acquisition of Services by the Municipality;

- 23.4.4 be liable to the Municipality for the due and proper fulfilment of all its obligations, under this agreement despite such sub-contracting arrangement; and
- 23.4.5 no such Subcontracting shall have any effect on the Contract Price and charges payable by the Municipality to the Service Provider in terms of this Agreement.

24 CONFIDENTIALITY

- 24.1 The Service Provider acknowledge that all information relating to the Municipality confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the Municipality of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the Municipality in respect of its business; ("**Confidential Information**"), shall remain confidential and shall not be made known unless the Municipality has given written consent to do so.
- 24.2 The information provided by the Municipality in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 24.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:
 - 24.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or
 - 24.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

- 24.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

25 INTELLECTUAL PROPERTY RIGHTS

- 25.1 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.
- 25.2 All rights in the Municipality name and logo remain the absolute property of the Municipality.
- 25.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.
- 25.4 The Service Provider shall promptly notify the Municipality, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights that relates to the Service Provider.
- 25.5 In the event the Municipality becomes aware of any such infringement, the Service Provider shall, at its cost, defend the Municipality against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the Municipality gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the Municipality against, and undertakes that it will pay all proven costs, damages and attorney fees, if any, finally awarded against the Municipality in any action which is attributable to such claim and will reimburse the Municipality with all proven costs reasonably incurred by the Municipality in connection with any such action.
- 25.6 Should any claim be made against the Municipality by any third party in terms of clause 25.1 above, the Municipality shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.
- 25.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

- 25.7.1 obtain for the Municipality the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - 25.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
 - 25.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 25.7.4 withdraw the subject of infringement.
- 25.8 The Service Provider will retain its own Intellectual Property and will only be transferring Intellectual Property created in delivering the services to the Municipality and also only after payment has been effected in terms of the contract for such deliverables.

26 FORCE MAJEURE

- 26.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.
- 26.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.
- 26.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").
- 26.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either

Party shall be entitled to terminate this Agreement without further notice to the other Party.

- 26.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

27 CESSATION

Either party shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent from either party.

28 MANAGEMENT, MAINTENANCE AND OPERATIONS OF INFRASTRUCTURE

Management, maintenance and operations of the infrastructure will be passed to the Municipality at the end of the contract period, if the Municipality elects not to renew the agreement. Management, maintenance and operations of the infrastructure will continue to exist.

29 CHANGE OF CONTROL / CIRCUMSTANCE

- 29.1 The Service Provider shall notify the Municipality, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates such change shall be considered a material change in the constitution and identity of the Service Provider.
- 29.2 The Parties agree that should there be a change as envisaged in clause 29.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the Municipality following the Municipality's satisfaction and approval in writing of such new entity.
- 29.3 The Service Provider shall further notify the Municipality of any material changes or circumstance which might have led the Municipality to appoint the Service

Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the Municipality of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the Municipality shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

30 BREACH

- 30.1 Subject to clause 29.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:
- 30.1.1 immediately terminate this Agreement without giving written notice and claim proven damages (which shall include legal costs on an attorney/client scale); or
 - 30.1.2 request specific performance and claim proven damages (which shall include legal costs on an attorney/client scale); or
 - 30.1.3 impose penalties as provided for in clause 15: *Penalty*.
- 30.2 In the event of cancellation, the affected Party shall be entitled to claim damages from the default Party, for damages which the affected Party suffered as a result of the default Party's failure/neglect to comply with any provision of this agreement.
- 30.3 In the event of the affected Party deciding to hold the default Party bound hereunder and enforcing specific performance against him, all moneys owing by the default Party to the affected Party in terms of this agreement shall immediately become due and payable and the affected Party shall further be entitles to claim from the default Party all damages suffered by it as a result of the default Party's failure or neglect to comply with any of the provisions of this agreement.

31 EARLY TERMINATION

The Municipality shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement

For such termination the Municipality will pay the Service Provider for all work performed up to date of termination and for any addition cost incurred by the Service Provider that relates to this.

32 DISPUTES

32.1 Save for clause 30: *Breach* or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

32.1.1 the interpretation of the Agreement;

32.1.2 the performance of any of the terms of the Agreement;

32.1.3 any of the parties' rights and obligations;

32.1.4 any procedure to be followed;

32.1.5 the termination or cancellation or breach of this Agreement; or

32.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written Party written notice of such dispute, in which event the provisions below shall apply.

32.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of clause 31: *Early Termination* shall apply.

32.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that

the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

32.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

32.4.1 at any place which the Parties agree, in writing, to be mutually convenient.

32.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

32.5 If the arbitration is:

32.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

32.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing; and

32.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

32.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

32.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within seven (7) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

32.8 The arbitrator may:

32.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

- 32.8.2 interview and question under oath the parties of any of their representatives;
- 32.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and
- 32.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.
- 32.9 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.
- 32.10 The arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.
- 32.11 Notwithstanding the provisions of clauses 32.1, 32.2, 32.3, 32.4, 32.5, 32.6 and 32.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.
- 32.12 The provisions of this clause 31: *Early Termination* are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

33 LAWS AND JURISDICTION

- 33.1 This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.
- 33.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

34 NOTICES AND COMMUNICATIONS

34.1 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

34.1.1 THE MUNICIPALITY:

Address: 25 Mitchell Street,
Meyerton,
1961
Midvaal

Attention: **Director: Technical Support Services**

Telephone: **016 360 5812**

Fax: 086 502 0523

Email: tenders@midvaal.gov.za

34.1.2 THE SERVICE PROVIDER:

Address: [Service Provider]
[Address 1]
[Address 2]
[Address 3]

Attention: [Service Provider Contact Person Name]

Telephone: [Service Provider Contact Person Telephone]

Fax: [Service Provider Contact Person Fax]

Email: [Service Provider Contact Person Email]

34.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

34.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:

- 34.3.1 is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 34.3.2 is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.
- 34.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 34.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile.
- 34.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

35 GENERAL AND MISCELLANEOUS

35.1 Sole Record of Agreement

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

35.2 No Amendment Except In Writing

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any

alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

35.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

35.4 Survival of Obligations

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

35.5 Approvals and Consents

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

35.6 Good faith and Cooperation

The parties undertake, in the spirit of cooperation:

35.6.1 To consult with each other from time to time in regard to any assistance or advice with either party may require in connection with fulfilling its obligations under this agreement;

35.6.2 To promptly provide each other with information and documentation required in connection with their obligations under this agreement or in terms of any laws; and

35.6.3 In general to cooperate and to exercise good faith in their dealing with each other.

35.7 Prior Agreement

This Agreement replaces any prior agreement that may have been in place and/or negotiated for the Project.

36 EXECUTION

36.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

36.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at on this day of.....2019

Witnesses

1.

2.

.....
**[Municipal Manager or his/her Duly
Authorised Representative]** for and on
behalf of the Midvaal Local Municipality,
and duly authorised thereto.

Signed at on this day of.....2019

Witnesses

1.

2.

.....for and
on behalf of [Service Provider] and duly
authorised thereto.

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of [Service Provider] made at a meeting held at _____ on _____ 20____.

NOTED: THAT [Service Provider] intends to enter into an Agreement with the Midvaal Local Municipality in terms of which [Service Provider] shall implement agent services at Supply, Installation, Maintenance and Management of Prepaid Meters for Three Years (As-And-When) (the “Agreement”) on the terms and subject to the conditions of this Agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT [Service Provider] approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

THAT _____ in his capacity as a [Job Title] of [Service Provider], be and is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of [Service Provider].

Read and Confirmed

[Job description]

ANNEXURE B

APPOINTMENT LETTER

30 June 2019

[Service Provider Address 1]
[Service Provider Address 2]
[Service Provider Address 3]
[Service Provider Address 4]
Tel. No.: [Service Provider Tel. No]
Fax No.: [Service Provider Fax No]

Attention: [Service Provider Contact Person]

Dear [Service Provider Contact Person]

**CONFIRMATION OF APPOINTMENT FOR THE SUPPLY, INSTALLATION,
MAINTENANCE AND MANAGEMENT OF PREPAID METERS FOR THREE YEARS (AS-
AND-WHEN)**

I would like to confirm your appointment on a contract basis, as Contractor for the supply, installation, maintenance and management of Prepaid Meters for a period of three (3) years, as-and-when required within the extents of Midvaal Local Municipality.

The contract employment, as per the Request for Proposal, is for you to provide the following specialist services that will run concurrently for the project duration:

- (i) Supply of Domestic Prepaid Water Meters, noting that:
 - The supply of prepaid water meters includes the procurement of the proposed prepaid water meters, UIUs, Prepaid Metering/AMR System and AMR data collectors;
 - Prepaid water meters must conform to the technical specifications listed in 'PS2.6.1 Above Ground Smart Water Meter Requirements' in the Scope of Work and must be approved by the Municipality;
 - UIUs must conform to the technical specifications listed in 'PS2.6.2 User Interface Unit (UIU) Requirements' in the Scope of Work and must be approved by the Municipality;
 - Prepaid Metering/AMR System must conform to the technical specifications listed in 'PS2.6.3 Prepaid Metering/AMR System Requirements' in the Scope of Work and must be approved by the Municipality; and
 - AMR Data Collectors must conform to the technical specifications listed in 'PS2.6.4 Data Collector Requirements' in the Scope of Work and must be approved by the Municipality.
 - The supply of prepaid water meters includes the procurement of the required pipework, fittings, reinstatement material (paving, grass sods etc.) and other material required for the installation and maintenance of prepaid water meters;
 - The contractor is responsible to ensure the availability of prepaid water meters and related material as no extension of time or suspension of penalties will be permitted for any delay to the supply of materials.
- (ii) Installation and Commissioning of Domestic Prepaid Water Meters, noting that:
 - Instructions to perform work, including new prepaid water meter installations, shall be issued by the Municipality in the form of job cards;

Agreement and Contract Data

- The installation and commissioning of prepaid meters may include both the replacement of existing conventional water meters with prepaid water meters and the installation of new prepaid water meters;
 - Surface reinstatement shall be necessary at the location of both the removed conventional water meter and the newly installed prepaid water meter;
 - Return of the conventional water meters to Midvaal Engineering Services shall be required once monthly;
 - UIUs and UIU operating manuals shall be provided to consumers and commissioned after installation of the prepaid water meter; and
 - Prepaid meters shall be registered on the Prepaid Metering/AMR System after installation.
- (iii) Maintenance of Prepaid Domestic Water Meters, noting that:
- Instructions to perform work, including prepaid water meter maintenance requirements, shall be issued by the Municipality in the form of job cards;
 - Surface reinstatement shall be necessary at the location of the repaired prepaid water meter;
 - A stand-by team shall be provided for urgent maintenance tasks after hours, on weekends, public holidays and during the December builder's break; and
 - Response to tampering alarms indicated by the Prepaid Metering/AMR System shall be required to investigate meter status.
- (iv) Management of Domestic Prepaid Water Meters, noting that:
- Scope of management covers previously installed prepaid domestic water meters within the Municipality before the project term;
 - Information from completed job cards and job card management sheets shall be electronically submitted to the Municipality the day after the completion of the job card;
 - Management of the time and date of works received and completed shall be required to abide by and report on response times and avoid penalties (as stated in clause 15);
 - Monthly AMR data collection shall be required per prepaid water meter;
 - Monthly reports shall be submitted before the due date containing, inter alia, the following information:
 - All successfully completed work instructions (job cards) and AMR data collection (through walk-by, drive-by and fixed-network data collectors);
 - Request for payment (invoice);
 - Copies of minutes of meeting held with contractors; and
 - Report on turnaround times of completed job cards.

The content of the job cards supplied by the Municipality will include, inter alia, the following information:

- Job card number;
- Meter fault and/or works to be performed;
- Location of works to be performed (including consumer stand number, address and suburb);
- Consumer name and contact details; and
- Existing meter serial number (if applicable).

The Contractor is required to complete the following information on all job cards:

- Job card number;

- Existing meter information¹ (i.e. meter serial number, reading, make, size and type);
- New meter information (i.e. meter serial number, reading, make, size, type and GPS coordinates);
- Description of work done;
- Details of supervisor; and
- Date and time of completed works.

It is envisaged that your services will be required on an as-and-when basis and the payment for the services rendered will be as stated in the Schedule of Rates in the Request for Proposal.

Invoices should be made out to Midvaal Local Municipality.

Your appointment on the Supply, Installation, Maintenance and Management of Prepaid Meters from date of award until 30 June 2025.

You will report to [Insert MLM Representative Name] of Midvaal Local Municipality, who is the Project Manager.

Yours faithfully,
Midvaal Local Municipality

[Municipal Manager or his/her Duly Authorised Representative]

Tel. No. [Insert Tel No]
Email: [Insert Email]

¹ Existing meter information refers to the current meter information on the billing system. This can refer to a conventional water meter that has been earmarked for replacement with a prepaid domestic water meter or it can refer to a prepaid domestic water meter that requires maintenance.

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Forms and Securities



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C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

- a) Form of Guarantee
- b) Agreement in terms of the Occupational Health and Safety Act
- c) Occupational Health and Safety Indemnity Undertaking

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

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C1.3.1 Form of Guarantee

TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

Contract No. 8/2/2/451 (2025-2025)

WHEREAS Midvaal Local Municipality (hereinafter referred to as "the Employer" or "beneficiary") entered into a Contract with

_____ (hereinafter called "the Contactor")

on the _____ day of _____, 20____, for the construction of

_____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide The Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS _____ has/have at the request of the Contractor, agreed to give such guarantee; NOW THEREFORE WE, _____

_____ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to The Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which The Employer may take under such Contract, or of any modification, variation, alterations of the completion date which The Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by The Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of _____ (R_____)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

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on this _____ day of _____ 20_____.

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

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C1.3.2 Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993

Written agreement between Midvaal Local Municipality (hereinafter referred to as "the

Employer) and _____ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing

_____ (mandatory) do hereby acknowledge that

_____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good Standing Certificate : ☐ yes ☐ no (tick one box)

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C1.3.3 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is _____
11. The area in which the work is to be conducted is _____
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

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C1.3.3.1 Occupational Health and Safety Indemnity Undertaking

I, the undersigned _____
in my capacity as _____
of the firm _____

1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -

1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any of the Employer's buildings, construction sites and/or premises;

1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and

1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;

2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, the Employer -

2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and

2.2 against any claims that may be instituted against the Employer and/or any liability that the Employer may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or the Employer's clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and

2.3 against similar claims that I, managers or directors of my firm may have against the Employer and any damages for which I, managers or directors of my firm hold the Employer liable.

3.0 My firm's compensation commissioner number is _____
and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.

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4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at _____ this _____ day
of _____

Signature

Capacity

As witnesses:

1 _____

2 _____

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Employer:		Contractor:	
Witness:		Witness:	

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C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 General Preamble to the Bill of Quantities

- All items in the Schedule of Rates, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Schedule of Rates, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- The quantities set out in the Schedule of Rates are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Employer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- The rates and/or prices to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- The units of measurement described in the Schedule of Rates are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre

Employer:		Contractor:	
Witness:		Witness:	

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m³km = cubic metre-kilometre
l = litre
kl = kilolitre
MPa = megapascal

P Csum= Prime Cost sum
Prov sum= Provisional sum
% = percent
kW = kilowatt

- j) For the purpose of this Schedule of Rates, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity : The number of units of work for each item.
Rate : The agreed payment per unit of measurement.
Amount : The product of the quantity and the agreed rate for an item.
Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- k) Arithmetical errors in the Schedule of Rates shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Schedule of Rates, the latter shall govern.
l) The Schedule of Rates shall be completed by hand in **BLACK PEN INK**.

C2.1.2 Management, coordination and administration

No provisions have been made for separate pricing of Preliminary and General items, in terms of SANS 1200A, SANS 1200 AA or SANS 1200AB, in the bill of quantities. Provision has, however, been made for Fixed charge items (Sum) for which shall include all fixed charge related items for the duration of the Contract including the cost for office accommodation, travelling and transporting plant and equipment within the boundaries of Midvaal Local Municipality, and all other Preliminary and General related costs. Further a time related item has been allowed to cover the expense required to meet the reporting and Management requirements

C2.1.3 Sufficiency of tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

C2.1.4 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

C2.1.4.1 Applicability of payment items

All payment items forming part of this Contract shall not apply to ordered Works completed by the Contractor under this Contract, where completed Works:

- were not completed to acceptable quality;
- were not issued by the Employer;
- are still within the defects and liability period; or
- were not accepted by the Employer or his duly authorised representative.

C2.1.4.2 Provided previously

The Contractor shall **NOT RE-EXECUTE WORKS** under this Contract where he had executed works for the Employer under a previous contract(s).

Employer:		Contractor:	
Witness:		Witness:	

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The Employer shall at his sole discretion decide to re-execute such works.

C2.1.4.3 Working outside normal hours

The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

C2.1.4.4 Materials and equipment

C2.1.4.4.1 Materials

The Employer shall not provide any materials, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

C2.1.4.4.2 Equipment

The Employer shall not provide any works equipment, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

C2.1.4.4.3 Damage to materials provided by the Employer

Where the Contractor or public damage any materials, provided by the Employer, whilst in the care of the Contractor, he shall immediately report such damage, arrange for the replacement and all replacement costs shall be at his expense.

C2.1.4.5 Permits and way-leaves

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included the various scheduled activity rates or prices provided by the Contractor.

C2.1.4.6 Locating Customer Erf

The cost for locating a customer erf shall be deemed to have been included in the various provided activity rates and prices. No additional or separate payment for locating shall be entertained by the Employer.

C2.1.4.7 Locating existing service

The cost to locate existing services shall be included in the various works activity pricing rates and/or prices, including any excavations required and the provision and use of service detection personnel and equipment.

C2.1.4.8 Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all provided activity pricing rates and/or prices.

C2.1.4.9 Concrete

Descriptions (prices) of concrete work shall be deemed to include the design of concrete mixes and all testing of concrete and materials other than compressive strength testing of concrete samples from concrete being placed in the works (the Contractor shall only be entitled to payment for those samples and compressive strength tests called for by the Employer or his duly authorized representative and which pass the test requirements), handling and depositing (by hoisting or lowering) concrete in the forms, working and packing concrete around reinforcement, all "construction joints" other than "designated joints" as defined in SANS 1200G which are given separately, shaping tops of components as required and striking off and curing.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Descriptions (prices) of concrete in surface beds cast in panels shall be deemed to include formwork, fillets and the like in forming the panels.

C2.1.4.10 Testing

The cost of testing of the ordered Works shall be included the various applicable Works items. In particular those:

- clearly intended by or provided for in the specifications.
- involving testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

No additional or separate payment for testing shall be entertained by the Employer.

C2.1.4.11 Cost of samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the specifications or Bill of Quantities to be at the cost of the Employer. Payment shall not be made for samples which do not comply with the specifications.

C2.1.4.12 Assessment of meter and/or fittings

The cost of assessing a meter and/or fitting(s) not forming part of the ordered Works, whilst executing ordered work shall be included the various Works items. No additional or separate payment for this assessment shall be entertained by the Employer. ***Failure on the part of the Contractor to properly execute this assessment shall result in a 10% deduction of the total cost of the ordered Works for the associated site.***

C2.1.4.13 Return of removed meters and fittings

The Employer or his duly authorised representative shall only approve payment for ordered Works, where the Contractor provides proof that the removed meter and/or fitting has been returned to the area depot.

Where the Contractor fails to return any removed meter and/or fitting to the area depot, on completion of the ordered Works, he shall not be paid for the entire ordered Works at the associated property.

C2.1.4.14 Failure to submit reports and associated visual media

The Contractor's payment certificate shall be accompanied by confirmation from the Employer or his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the Employer or his duly authorised representative shall result in non-payment of the Contractor's payment certificate until the default has been corrected or the deemed incomplete items are excluded from the payment certificate.

C2.1.4.15 Payment ONLY for works completed

The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Employer or his duly authorized representative.

C2.1.4.16 Payment for the Labour-Intensive Component of the Works

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C2.1.4.17 Prepaid Domestic Water Meter Commissioning

The cost for programming/ tariff setting of the prepaid domestic water meter shall be deemed to have been included in the rates and prices of the installation of the prepaid domestic water meter. No additional or separate payment for locating shall be entertained by the Employer.

C2.1.5 Meter Preparatory Works

C2.1.5.1 Call Out

Unit: No

This item shall only apply where the:

- The employer/ employer's representative gives instructions to investigate and report any incidents
- Incident reports must be accompanied by a POE.

The Contractor shall note that payment for this item shall not be made where a meter is located with the assistance the Employer or Engineer or their representatives, including utilising the information contained on the issued job card or common sense.

The rate shall include the complete (time and travelling) cost per incident.

C2.1.5.2 Preparatory Works

Unit: No

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for successfully all **excavation**, **removal** and **reinstatement** of all surfacing (excluding asphalt and concrete), provision and operation of all equipment and accessories, removing and disposing of all debris or vegetation (including but not limited to topsoil, soil, grass, vegetation, paving blocks, builder's rubble, and refuse), safety equipment, traffic accommodation, travelling, transport and reporting.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.1.6 Payment for installation of complete new Prepaid Domestic Water Meter Assembly and Box and the Repairing of Faults on Existing Domestic Prepaid Meters

Midvaal Local Municipality shall not be responsible for any cost or delays sustained either as a result of inaccuracies in information regarding the existing potable water reticulation system or as a result of the condition or malfunctioning of components of the network. The Contractor's rates for the rectification of the various scheduled items herein shall be deemed to include for all costs or delays arising from such causes.

Please take note that scheduled items refer to a specific job instruction (issued from the Employer) and more than one item will only be allowed on a claim for a specific job if so motivated to and approved by the Employer.

The Contractor shall on completion of a scheduled meter installation or fault be responsible to complete a Job Card for each works order, by recording on the Job Card the following:

- Job Card number;
- Conventional water meter reading;
- Conventional water meter serial number;
- Date of removal of conventional meter;
- Prepaid water meter reading;
- Prepaid water meter serial number;
- Date of installation or repair works of prepaid water meter;
- Street address;
- Stand number;
- Township; and
- GPS location of prepaid water meter.

Further to the above, the contractor must with each works order accompany the Job Card with digital colour photographs taken according to the specifications noted in 'PS5.1.18.3 Photographs' of the Scope of Works.

Digital images shall, inter alia, clearly indicate the following:

- a) Site status before any work commenced;
- b) Existing meter condition, reading and serial number;
- c) Assembled installation prior to backfilling of removed conventional meter;
- d) New meter reading and serial number; and
- e) Site status on completion of installation.

C2.1.6.1 Installation of prepaid water meter assembly and box

C2.1.6.1.1 Existing conventional meter located inside or outside of the consumer's yard

Unit: No.

NOTA BENE: Above-ground prepaid meter including fittings and specials shall be measured by number of each type and size. Meters ordered to be installed at stand connection points located in driveways or any other location within a consumer's yard which may pose a risk to pedestrians, vehicles or the meter's durability shall be relocated to a position agreed with the Engineer or his representative.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a prepaid water meter, including stop valve installation and base plate installation, adaptors (for a secure, leak-free connection), additional pipe material as required, labour, transportation, cutting, threading, jointing (including new washers and gaskets at the joints), testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer for various listed sizes.

All prepaid meters are to approve and confirm to the Technical Requirements listed in PS2.6 in the Scope of Work.

Proposed meter types to be approved by the Employer's prior to installation. Where a meter is installed which does not conform to the above, the contractor shall replace the meter at his own expense.

The Turnaround Time for this Task is 5 working days.

In addition to the above the rate shall cover the additional cost of:

- i. Locate and Expose the stand connection point within the consumer's yard, connect the new prepaid water meter assembly and box to the existing lead from the main in accordance with standard drawings as revised and to the Employers specification.
- ii. Commissioning of the prepaid domestic water meter on the Prepaid Metering/AMR System;
- iii. Locate and Expose of the conventional water meter installation, disconnect the conventional water meter assembly connected to the consumer's supply pipe. Break out and remove the existing meter assemble pipe work and box, by cutting and removing portions or adding additional pipe and fittings.
- iv. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
- v. Dispose of spoil to the Contractor's tipping site and dispose of scrap material as prescribed.
- vi. Labour, material, plant, equipment and travelling cost for the transportation and delivery to the Midvaal Engineering Services Depot of all removed conventional water meters and/or fittings of various diameters.

C2.1.6.1.2 New prepaid domestic water meter installation

Unit: No.

NOTA BENE: Above-ground prepaid meter including fittings and specials shall be measured by number of each type and size. Meters ordered to be installed at stand connection points located in driveways or any other location within a consumer's yard which may pose a risk to pedestrians, vehicles or the meter's durability shall be relocated to a position agreed with the Employer or his representative.

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a prepaid water meter, including stop valve installation and base plate installation, adaptors (for a secure, leak-free connection), additional pipe material as required, labour, transportation, cutting, threading, jointing (including new washers and gaskets at the joints), testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

All prepaid meters are to approve and confirm to the Technical Requirements listed in PS2.6 in the Scope of Work.

Proposed meter types to be approved by the Employer's prior to installation. Where a meter is installed which does not conform to the above, the contractor shall replace the meter at his own expense.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

The Turnaround Time for this Task is 5 working days.

In addition to the above the rate shall cover the additional cost of:

- i. Locate and Expose the stand connection point within the consumer's yard, connect the new prepaid water meter assembly and box to the existing lead from the main in accordance with standard drawings or as revised and to the Employer's specification.
- ii. Commissioning of the prepaid domestic water meter on the Prepaid Metering/AMR System;
- iii. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
- iv. Dispose of spoil to the Contractor's tipping site and dispose of scrap material as prescribed.

C2.1.6.1.3 Additional pipework

Unit: m

For new prepaid meter installations and for where meters are relocated in excess of 5 metres from the existing lead from the main (as covered under Item C2.1.6.1.1 to C2.1.6.1.3 above), the rate shall cover the cost of supplying, handling and installing additional pipework, including adaptors (for a secure, leak-free connection) as required, labour, transportation, cutting, threading, jointing (including new washers and gaskets at the joints), testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

The cost of the meter and related fitting shall be deemed to have been included in item C2.1.6.1.1 to C2.1.6.1.3 above.

Payment for this item shall only be made where the Employer approves the relocation of the meter, and where the pipework required to connect the meter is in excess of 5 metres.

C2.1.6.2 Provision and installation of User Interface Units (UIU)

Unit: No.

The rate shall cover the cost of supplying, handling and installing an UIU (for a secure fastening), additional fastening material as required, pairing of meter with UIU, labour, transportation, commissioning, environmental management, health and safety, consumer training of the UIU, verification that the UIU is operational, and submitting a record of installations to the Employer.

The consumer UIU is to be located inside the consumer's dwelling in a position agreed with the consumer, and with the Employer or his representative.

C2.1.6.3 Repair leak at prepaid meter unit

Unit: No.

The rate shall cover the costs defined in clause C2.1.6 and includes the complete (labour, qualified operators, material, plant, equipment and travelling) cost of the repair works including, environmental management and health and safety requirements. It should be noted that the rate must include all required fittings.

The Turnaround Time for this Task is 4 hours when the consumer is **without water** and 24 hours if consumer **has water**.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

In addition to the above the rate shall cover the additional cost to search for the leak, expose the water meter, complete the repairs at the prepaid meter unit or within 1.0m from prepaid meter unit and reinstatement.

NOTE: this rate is only applicable in cases, where a leak is not as a result of poor workmanship previously executed by the contractor. Therefore, if a leak has been reported within 3 months of work being completed at a particular property, this will be for the contractor's expense.

C2.1.6.4 Repair of leak at connection to main line for prepaid water connections

Unit: No.

The rate shall cover the costs defined in clause C2.1.6 and includes the complete (labour, qualified operators, material, plant, equipment and travelling) cost of the repair works including, environmental management and health and safety requirements. It should be noted that the rate must include all required fittings.

The Turnaround Time for this Task is 6 hours when the consumer is **without water** and 24 hours if consumer **has water**.

In addition to the above the rate shall cover the additional cost of:

- Locate and Expose the leak, disconnect and dismantle the connection on the main line and the lead pipe to the prepaid meter installation.
- Where leaks occur on galvanized mains, the repair shall be effected by means of a steel saddle with 4 bolts fitted with a full-face rubber insertion, use Plasson polypropylene saddle with 4 bolts for all other pipe materials.
- Re-connect the saddle assembly to the existing lead from the main and the lead pipe to the prepaid meter.
- Import suitable backfill material where required, backfill and compact to specified densities, around the saddle connection up to the surface.
- Dispose of spoil to the Contractor's tipping site and dispose of scrap material, as prescribed.

NOTE: this rate is only applicable in cases, where a leak is not as a result of poor workmanship previously executed by the contractor. Therefore, if a leak has been reported within 3 months of work being completed at a particular property, this will be for the contractor's expense.

C2.1.6.5 Installation and commissioning of prepaid water meter (Meter supplied by employer)

Unit: No

C2.1.6.5.1 Existing conventional/ prepaid meter located inside or outside of the consumer's yard

Unit: No.

NOTA BENE: Above-ground prepaid meter including fittings and specials shall be measured by number of each type and size. Meters ordered to be installed at stand connection points located in driveways or any other location within a consumer's yard which may pose a risk to pedestrians, vehicles or the meter's durability shall be relocated to a position agreed with the Engineer or his representative.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of installing a prepaid water meter, including stop valve installation and base plate installation, adaptors (for a secure, leak-free connection), additional pipe material as required, labour, transportation, cutting, threading, jointing (including new washers and gaskets at the joints), testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer for various listed sizes.

The Turnaround Time for this Task is 5 working days.

In addition to the above the rate shall cover the additional cost of:

- i. Locate and expose the stand connection point within the consumer's yard, connect the new prepaid water meter assembly and box to the existing lead from the main in accordance with standard drawings as revised and to the Employers specification.
- ii. Commissioning of the prepaid domestic water meter on the Prepaid Metering/AMR System;
- iii. Locate and Expose of the conventional/prepaid water meter installation, disconnect the existing conventional/prepaid water meter assembly connected to the consumer's supply pipe. Break out and remove the existing meter assemble pipe work and box, by cutting and removing portions or adding additional pipe and fittings.
- iv. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
- v. Dispose of spoil to the Contractor's tipping site and dispose of scrap material as prescribed.
- vi. Labour, material, plant, equipment and travelling cost for the transportation and delivery to the Midvaal Engineering Services Depot of all removed conventional/prepaid water meters and/or fittings of various diameters.
 - i. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
 - iii. Dispose of spoil to the Contractor's tipping site and dispose of scrap material as prescribed.
 - iv. Labour, material, plant, equipment and travelling cost for the transportation and delivery to the Midvaal Engineering Services Depot of all removed conventional water meters and/or fittings of various diameters.

C2.1.6.6 Relocation of existing prepaid meter assembly

Unit: No

The rate shall cover the costs defined in clause C2.1.6 and includes the complete (labour, qualified operators, material, plant, equipment and travelling) cost of the relocation of existing prepaid meter assembly as required including stop valve installation and base plate installation, cutting, threading, jointing (including new washers and gaskets at the joints), testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes and fitting types.

The Turnaround Time for this Task is 15 working days.

In addition to the above the rate shall cover the additional cost of:

- i. Locate and expose the prepaid water meter installation, disconnect the prepaid water meter assembly connected to the consumer's supply pipe. Break out and remove the existing prepaid meter assemble pipe work and box, by cutting and removing portions or adding additional pipe and fittings.
- ii. Re-connect the prepaid meter assembly and box to the existing lead from the main and the consumer's supply.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- i. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
 - v. Dispose of spoil to the Contractor's tipping site and dispose of scrap material as prescribed.
- Labour, material, plant, equipment and travelling cost for the transportation and delivery to the Midvaal Engineering Services Depot of all removed conventional water meters and/or fittings of various diameters.

C2.1.6.7 Provision and installation replacement of stop-cock/isolation valve

Unit: No.

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a stop-cock/isolation valve, including labour, transportation, cutting, jointing, testing, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

The Turnaround Time for this Task is 15 days.

In addition to the above the rate shall cover the additional cost of:

- i. Locating the existing stop valve inside the prepaid meter unit and installing a new equivalent sized stop valve inside the consumer's yard to the satisfaction of the Employer.
- ii. Dispose of scrap material, as prescribed by the Employer.

C2.1.6.8 Provision and installation of meter components

C2.1.6.8.1 Provision and installation of replacement strainer

Unit: No.

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a strainer, including labour, transportation, cutting, jointing, testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

C2.1.6.8.2 Provision and installation of automatic valve components

Unit: No.

The rate shall cover the cost of supplying, handling and installing a battery, including labour, transportation, cutting, jointing, testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

The Turnaround Time for this Task is 6 hours when the consumer is **without water** and 24 hours if consumer **has water**.

C2.1.6.8.3 Provision and installation of replacement battery

Unit: No.

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a battery, including labour, transportation, cutting, jointing, testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

The Turnaround Time for this Task is 6 hours when the consumer is **without water** and 24 hours if consumer **has water**.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.1.6.8.4 Provision and Replacement of Meter Box Alone

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of supplying, handling and installing a meter box, including labour, transportation, cutting, jointing, testing (including testing in terms SANS 1200LF of sub-clause 7.3.2), commissioning, environmental management, health and safety, and submitting a record of installations to the Employer for various listed sizes.

The Turnaround Time for this Task is 72 hours.

In addition to the above the rate shall cover the additional cost of:

- i. Locate and disconnect the meter assembly from, existing lead from the main and the consumer's supply pipe. Break out and remove the existing meter box.
- ii. Disconnect the meter assembly from the box and re-assemble the existing meter and stopcock into the new box to the satisfaction of the Employer.
- iii. Re-connect the meter assembly and box to the existing lead from the main and the consumer's supply pipe.
- iv. Importing suitable backfill material where required, backfilling and compacting to specified densities, around the new meter box.
- v. Disposing of spoil to the Contractor's tipping site and dispose of scrap material, as prescribed by the Employer.

C2.1.6.9 Tampering alarm response

Unit: No.

This item shall only apply where the Prepaid Metering/AMR System indicated that tampering was attempted at a prepaid meter, including suspected bypasses and prepaid water meter vandalism.

The Contractor shall note that payment for this item shall not be made where there is no evidence of tampering at the prepaid meter as a result of a false alarm sent through to the Prepaid Metering/AMR System.

The rate shall cover the costs defined in clause C2.1.6 as well as the cost of responding to a tampering alarm including labour, transportation, environmental management, health and safety, and submitting a record of investigations to the Employer.

C2.1.6.10 Training and Skills Transfer

Unit: Months

The rate shall include the development of the following:

- a) Skills transfer programme ensuring that the Municipality can use the Prepaid Metering/AMR System as-and-when required during the project duration;
- b) Skills transfer programme ensuring that the Municipality can take possession of the operation and maintenance requirements of the Prepaid Metering/AMR System post the three year project duration.
- c) Skills transfer programme ensuring that the Municipality can install and maintain prepaid water meters post the three year project duration.

It shall be possible to include Midvaal Local Municipality staff in the operation of the Prepaid Metering/AMR System and the installation and maintenance of prepaid meters for purposes of training and familiarization with the operating procedures.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.1.7 Prepaid Metering/AMR System and data collection

C2.1.7.1 Prepaid Metering/AMR System

Unit: Month

NOTA BENE: The Prepaid Metering/AMR System referred to herein is not the online vending platform through which consumers purchase credit. The Prepaid Metering/AMR System refers to the online management platform managed by the Contractor through which all installed prepaid water meters are registered, AMR data is documented and tamper alarms are indicated.

The rate shall cover the cost of supplying, handling, commissioning, installing, maintaining and providing support on the use of the meter management system, which shall be suitable both for Automated Meter Reading and Management, and Processing of Water Consumption Data.

The system is to cater for and be connected to all existing and newly installed prepaid water meters, located within Midvaal Local Municipality, and information is to be remotely accessible at the Employer's offices.

The system should confirm to the Technical Requirements stated in PS2.6.3 in the Scope of Work and allow the Employer to read all their meters as often as they wish and to collect the following information (as a minimum):

- Meter serial number;
- Historic job card numbers;
- Latest meter reading;
- Stored monthly reading values and date of reading;
- Historic consumption figures;
- Prepaid purchases per period of enquiry;
- Tampered detection;
- Leakage; and
- Reverse flow volume.

The system must be able to be integrated into the Employer's existing system, with no requirement for additional software purchases.

The system shall be suitable for the acquisition of water consumption data and for processing of the metering data. The system shall also provide data relating to the system performance, enabling specific meter check applications.

It shall include the delivery and installation of all hardware and software equipment required for system operation and maintenance (meters and data collectors are excluded) in order to meet the requirements specified within the Scope of Works.

C2.1.7.2 Data Collector

C2.1.7.2.1 Walk by type

Unit: No.

The rate shall cover the cost of supplying the Walk by type AMR device including labour, transportation, testing, commissioning, maintenance, environmental management, health and safety, training, and submitting an operating manual for the Walk by type data collector to the Employer.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.1.7.2.2 Drive by type

Unit: No.

The rate shall cover the cost of supplying the Drive by type AMR device including labour, transportation, testing, commissioning, maintenance, environmental management, health and safety, and submitting an operating manual for the Drive by type data collector to the Employer.

C2.1.7.2.3 Fixed Network type

Unit: P Sum.

The rate shall cover the cost of supplying and installing the Fixed Network components (repeaters, gateways, or GSM transmitters) to send the reading from the AMR enabled meter to the AMR System. The rate includes labour, transportation, cutting, jointing, testing, commissioning, maintenance, environmental management, health and safety, and submitting a record of installations to the Employer.

C2.1.7.3 Monthly AMR data collection

C2.1.7.3.1 AMR Prepaid Meter data collected through Walk by type or Drive by type Data Collectors

Unit: No.

The rate shall cover the cost of collecting monthly readings and data from all the prepaid meters installed in Midvaal Local Municipality that are not connected to a fixed-network AMR Data Collection arrangement, including labour, transportation, testing, commissioning, environmental management, health and safety, and uploading the data collected onto the Prepaid Metering/AMR System within 5 days of the data collection.

The monthly prepaid water meter AMR data collection is to occur within a maximum time of 35-days for drive-by or walk-by systems.

The rate shall cover the cost of one AMR data collection activity per prepaid meter installed within Midvaal Local Municipality per 35-day period. The Contractor shall provide monthly AMR data collection reports with the monthly report before or on the 25th of each month.

C2.1.7.3.2 AMR Prepaid Meter data collected through Fixed Network type Data Collectors

Unit: No.

The rate shall cover the cost of collecting monthly readings and data from all the prepaid meters installed in Midvaal Local Municipality that are not connected to a fixed-network AMR Data Collection arrangement, including labour, transportation, testing, commissioning, environmental management, health and safety, and uploading the data collected onto the Prepaid Metering/AMR System within 5 days of the data collection.

The monthly prepaid water meter AMR data collection is to occur within a maximum time of one week for Fixed Network type system.

The rate shall cover the cost of one AMR data collection activity per prepaid meter installed within Midvaal Local Municipality per 1-week period. The Contractor shall provide monthly AMR data collection reports with the monthly report before or on the 25th of each month.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.1.8 Additional fittings and specials provision and installation

Unit: P.Sum

On the Employer's instruction, the Contractor shall be required to provide a quotation for the complete provision of additional fittings and specials not allowed for elsewhere in this document as part of this Contract, based on the minimum specification provided elsewhere in this Contract documentation. A provisional sum is provided here, but the unit of measurement shall be based on the various items required.

C2.1.9 Health and safety

The principal Contractor's health and safety plan has to follow the framework as laid out in the HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN, as a minimum.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Health and Safety Plan. Additionally, the Contractor shall also be penalised in terms of Clause (30) of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2003).

C2.1.9.1 Compile health and safety plan

The cost for the compilation of the approved Health and Safety Plan shall be deemed to have been included in the various rates per construction related item or the Fixed-Charge item.

C2.1.9.2 Implementation of health and safety plan

The cost for the implementation of the approved Health and Safety Plan shall be deemed to have been included in the various rates per construction related item or the Fixed-Charge item.

C2.1.9.3 Safety officer

The cost for the provision of a Safety Officer based on the approved Health and Safety Plan shall be deemed to have been included in the various tendered rates per construction related item or within the Fixed-Charge item.

C2.1.10 EMP implementation and maintenance

The cost for the implementation of the Employer's EMP shall be deemed to have been included in the various rates per construction related item.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C2.2 SCHEDULE OF RATES

All quantities are estimations, tender is anticipated to be a re-measurable contract.

Due to the nature of this commodity, the bid document will only reflect a quantity of One (1) next to each line item. This quantity of One (1) is not an indication that the municipality only intends to procure one of each product or make use of a service once.

However, the quantity of One (1) is not an indication that the municipality is under any obligation to procure all the indicated products or services stated in the schedule of rates during the duration of the contract.

All rates provided are to be exclusive of VAT.

Employer:		Contractor:	
Witness:		Witness:	

Item number	Payment reference	Description	Unit	Quantity	Rate	Amount (R.c)
1	SANS1200A	SCHEDULE NO. 1: PRELIMINARY AND GENERAL				
1,1	8,3	FIXED-CHARGE ITEMS Fixed Charge Item Costs This is a once-off payment item to cover initial start up cost on the project	Sum	1		
1,2	8,4	TIME-RELATED ITEMS Reporting requirements as specified in the Scope of Works including job-card management and photographic evidence requirements (PS5) <i>Note: If monthly reporting, photographic evidence and management sheets are not provided, this item shall not be Reimbursed</i> <i>Further, failure to return any job card or meter change over sheet, shall forfeit payment due to the Contractor for the executed works related to that job card</i>	Month	1		
1,3		Provision of standby services (Monday to Fridays after hours Team (Plumber and Assistant Plumber)	Hour	1		
1,4		Provision of standby services (Saturdays, Sundays and Public Holidays Team (Plumber and Assistant Plumber) <i>Refer to PS5.1.13 for standby services required</i>	Hour	1		
TOTAL CARRIED TO SUMMARY						

Item number	Payment reference	Description	Unit	Quantity	Rate	Amount (R.c)
2	SANS 1200A	SCHEDULE 2: PROVISIONAL SUMS AND PRIME COST ITEMS				
2,1	8,5	PROVISIONAL SUMS Provision and installation of other fittings and pipe specials where instructed by the Engineer	PSum	1	200 000,00	200 000,00
2,2		TRENCHLESS TUNNELLING (if road crossing required)				
2,2,1		Launch / Reception pit : Excavate, backfill construct and make good launch or reception pit in all materials	No.	1		
2,2,2		Supply and insertion of pipes by Directional/Auger boring complete with all required, all appurtenances dealing with traffic safeguarding etc. PE 80 High density polyethylene (HDPE) pipe PN16, to be butt-welded				
		a) ND 25 mm	m	1		
		b) ND 50 mm	m	1		
		COMMUNITY LIASON OFFICER				
		a) Community Liason Officer (CLO)	PSum	1	234 000,00	234 000,00
		b) Air-time for CLO	PSum	1	18 000,00	18 000,00
TOTAL CARRIED TO SUMMARY						

Item number	Payment reference	Description	Unit	Quantity	Rate	Amount (R.c)
3		SCHEDULE NO. 3: METER PREPARATORY WORKS				
3,1	C2.1.5.1	Call Out	No.	1		
3,2	C2.1.5.2	Preparatory works for meters <40mm diameter Locate meter, verify meter details, disconnect and remove defunct/damaged meter and surface box, remove and dispose of all rubble and debris, including all excavation, removal and reinstatement of surfacing using removed materials (excluding unreinforced concrete and asphalt	No.	1		
3,4	PSC 8.2.11	Removal of man-made surfaces a) Asphalt ($\leq 30\text{mm}$ thick)	m ²	1		
		b) Unreinforced concrete $\leq 75\text{mm}$ thick	m ²	1		
		c) Brick paving	m ²	1		
3,5	PSC 8.2.12.2	Backfilling and reinstatement of footways a) 30mm Bitumen hot - mix: Fine	m ²	1		
		b) Unreinforced concrete $\leq 75\text{mm}$ thick, 15/19MPa	m ²	1		
		(Note: the above is only applicable to sidewalks, contractor is not anticipated to be working within the road reserve)				
3,6	PSC 8.2.12.3	Reinstatement of man-made surfaces a) Asphalt ($\leq 30\text{mm}$ thick)	m ²	1		
		b) Unreinforced concrete $\leq 75\text{mm}$ thick	m ²	1		
		c) Brick paving	m ²	1		
TOTAL CARRIED TO SUMMARY						

Item number	Payment reference	Description	Unit	Quantity	Rate	Amount (R.c)
4		SCHEDULE NO. 4: Payment for installation of complete new Prepaid Domestic Water Meter Assembly and Box and the Repairing of Faults on Existing Domestic Prepaid Meters				
4,1	C2.1.6.1.1	Existing conventional meter located inside or outside of the consumer's yard (a) 15mm diameter (i) installed not more than 2m from the lead inside the consumer's yard (ii) installed to a more appropriate position in excess of 2m from the lead inside the consumer's yard (b) 20mm diameter (i) installed not more than 2m from the lead inside the consumer's yard (ii) installed to a more appropriate position in excess of 2m from the lead inside the consumer's yard	No. No. No. No.	1 1 1 1		
4,3	C2.1.6.1.2	New prepaid domestic water meter installation (a) 15mm diameter (i) installed not more than 2m from the lead inside the consumer's yard (ii) installed to a more appropriate position in excess of 2m from the lead inside the consumer's yard	No. No.	1 1		
4,4	C2.1.6.1.3	Additional Pipework Supply and install any additional pipework, fittings, specials adaptors, excavation, backfilling and compacting where meter are relocated a distance in excess of 5m. The cost of the meter shall be deemed to have been included under item C2.1.7.1(a)(i) or (b)(i) above (a) 15mm diameter pipe (b) 20mm diameter pipe	m m	1 1		
4,5	C2.1.6.2	Provision and installation of User Interface Units (UIU)	No.	1		
4,6	C2.1.6.3	Repair leak at prepaid meter unit	No.	1		
4,7	C2.1.6.4	Repair of leak at connection to main line for prepaid water connections	No.	1		
4,8	C2.1.6.5	Installation and commissioning of prepaid water meter (Meter supplied by Employer)	No.	1		
4,9	C2.1.6.6	Relocation of existing prepaid meter and related fittings	No.	1		
4,10	C2.1.6.7	Provision and installation replacement of stop-cock/isolation valve (a) 15mm diameter, threaded ball valve, PN16 (b) 20mm diameter, threaded ball valve, PN16	No. No.	1 1		
4,11	C2.1.6.7.1	Provision and installation of replacement strainer Supply and install replacement strainer complete with all couplings, nuts, bolts, washers and gaskets for (a) 15mm diameter, flanged, PN16 (b) 20mm diameter, flanged, PN16	No. No.	1 1		
4,12	C2.1.6.7.2	Provision and Replacement of Automatic Valve	No.	1		
4,13	C2.1.6.7.3	Provision and Replacement of Prepaid Meter Battery	No.	1		
4,14	C2.1.6.7.4	Provision and Replacement of Meter Box Alone (Pillar)	No.	1		
4,15	C2.1.6.6	Tampering alarm response	No.	1		
4,16	C2.1.6.7	Training and skills transfer	Month	1		
TOTAL CARRIED TO SUMMARY						

Pricing Data

Item number	Payment reference	Description	Unit	Quantity	Rate	Amount (R.c)
	C2.1.7	SCHEDULE NO. 5: Prepaid Metering/AMR System and data collection				
5,1	C2.1.7.1	Prepaid Metering/AMR System	Month	1		
5,2	C2.1.7.2.1	Data Collector as specified (walk by type	No.	1		
5,3	C2.1.7.2.2	Data Collector as specified (drive by type	No.	1		
5,4	C2.1.7.2.3	Data Collector as specified (fixed network type	Psum	1	50 000,00	50 000,00
5,5	C2.1.7.3	Monthly AMR data collection				
	C2.1.7.3.1	(a) AMR Prepaid Meter data collected through Walk by type or Drive by type Data Collectors	No.	1		
	C2.1.7.3.2	(b) AMR Prepaid Meter data collected through Fixed Network type Data Collectors/ IoT (Sigfox, LoRaWAN, NB-IoT, LTE-M etc)	No.	1		
TOTAL CARRIED TO SUMMARY						

SUMMARY

SCHEDULE NO. 1: PRELIMINARY AND GENERAL	_____
SCHEDULE NO. 2: PROVISIONAL SUMS AND PRIME COST ITEMS	_____
SCHEDULE NO. 3: METER PREPARATORY WORK	_____
SCHEDULE NO. 4: PAYMENT FOR INSTALLATION OF COMPLETE NEW PREPAID DOMESTIC WATER METER ASSEMBLY AND BOX AND THE REPAIRING OF FAULTS ON EXISTING DOMESTIC PREPAID METERS	_____
SCHEDULE NO. 5: Prepaid Metering/AMR System and data collection	_____
Sub-Total 1	_____
15% VAT	_____
Total (including VAT)	_____
SIGNATURE OF TENDERER:	_____
DATE:	_____

Volume	1					
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Scope of Work



VOLUME 1

PART 3: SCOPE OF WORK

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Part	T1	T2	C1	C2	C3	C4

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C3 SCOPE OF WORK

This section specifies and describes the supplies, services and engineering and construction Works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

The Scope of the Work is set out in two portions:

Portion 1: PROJECT SPECIFICATION covers a general description of the project, the facilities available and the requirements to be met.

Portion 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS covers variations to the standardised specifications and particular specifications which are applicable to the contract.

Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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DEFINITIONS

For the purpose of this Contract the following shall have the associated meaning:

- a) Unless inconsistent with the context, an expression which denotes:
 - i) any gender includes the other genders;
 - ii) a natural person includes a juristic person and vice versa; and
 - iii) the singular includes the plural and vice versa.

- b) '**Service Provider**' shall mean either a Consultant or Contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

ABBREVIATIONS

For the purpose of this Contract the following abbreviations shall have the associated meaning:

AMR	-	Automatic Meter Reading
ASTM	:	American Society for Testing and Materials
CD	:	Compact Disk
CE	:	Civil Engineering Works
CIDB	:	Construction Industry Development Board
COIDA	:	Compensation of Occupational Injuries and Diseases Act 130 of 1993
COP	:	Code of Practice for Work within the Road Reserve
DS	:	Downstream
DVD	:	Digital Versatile Disk
ECSA	:	Engineering Council of South Africa
EMP	:	Environmental Management Plan
EPWP	:	Expanded Public Works Programme
Ext	:	Extension
FIFO	:	First in First out
GIS	:	Geographic Information System
GUI	:	Graphical User Interface
HRI	:	High Resolution Impulse Pulse Unit
ICASA	:	Independent Communications Authority of South Africa
ISO	:	International Organisation for Standardisation
KI	:	Kilolitres
l	:	Litres
LOS	:	Level of Service
MFMA	:	Municipal Financial Management Act
MI	:	Megalitres
Mod AASHTO	:	Modified American Association of State Highway and Transportation Officials
NB	:	Nominal Bore
OHS	:	Occupation Health and Safety
PPE	:	Personal Protective Equipment
PTFE	:	Polytetrafluoroethylene
SABS	:	South African Bureau of Standards
SANS	:	South African National Standard
SARTSM	:	South African Road Traffic Signs Manual
SD	:	Standard Definition
SOP	:	Standard Operating Procedure

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STS	:	Standard Transfer Specification
UIU	:	User Interface Unit
uPVC	:	Unplasticised Polyvinyl Chloride
US	:	Upstream
VAT	:	Value Added Tax
VPN	:	Virtual Private Network
WMD	:	Water Data Management
WRC	:	Water Research Commission

PORTION 1: PROJECT SPECIFICATION

PS1 DESCRIPTION OF THE WORKS

PS1.1 Employer's Objectives

The Employer's objective is to implement a prepaid water meter management system in Midvaal Local Municipality in order to reduce the volume of unaccounted for water in the area and reduce the domestic water usage in general.

This will ensure that quality water demand and conservation management is practiced, by increasing water usage awareness, ensuring revenue collection and reducing the volume of non-revenue water.

PS1.2 Overview of the Works

The project requires the supply, installation, maintenance and management of prepaid domestic consumer water meters within Midvaal Local Municipality. The project involves new prepaid domestic water meter installations inside the customer property, the removal of existing conventional domestic water meters, maintenance of existing pre-paid water meter, integration of existing pre-paid water meter to the AMR system within the Municipality for replacement with prepaid water meters inside the customer property (as-and-when required).

Midvaal Local Municipality has 6 654 existing pre-paid water meters which are operating. The municipality is currently installing smart-prepaid water meters with Long Range Wireless communication via IoT (Sigfox, LoraWAN).

The prepaid water meters are to be Standard Transfer Specification (STS) technology-based meters and Automatic Meter Reading (AMR) compatible and must integrate with the existing vending platform of the Municipality.

The STS technology-based meters are to be paired with a User Interface Unit (UIU) per consumer and registered on the Prepaid Metering/AMR System.

The Prepaid Metering/AMR System (the System') should allow the Employer to collect the following information (as a minimum):

- Meter serial number.
- Historic job card numbers.
- Latest meter reading.
- Stored monthly reading values and date of reading.
- Prepaid purchases per period of enquiry.
- Tampered detection.
- Leakage; and
- Reverse flow volume.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

NOTA BENE: The Prepaid Metering/AMR System referred to herein is not the online vending platform through which consumers purchase credit. The Prepaid Metering/AMR System refers to the online management platform managed by the Contractor through which all installed prepaid water meters are registered, AMR data is documented and tamper alarms are indicated.

The System must be compatible with the existing prepaid, AMR compatible water meters already installed within the rest of the Municipality.

The contract requires the Contractor for a period of three years to manage the supply, installation and maintenance of the prepaid domestic water meters, manage the System and collect AMR data from the prepaid domestic water meters on a monthly basis. During this time the Contractor will be responsible for administering a skills transfer programme and training to Municipal employees regarding maintenance of the prepaid domestic water meters and use of the System to retrieve consumer consumption and meter details.

PS1.3 Extent of the Works

For the installation, management and maintenance of prepaid water meter management system, the Contractor shall be required to:

- Procure prepaid domestic water meters, UIUs, prepaid meter diagnostic tool and the Prepaid Metering/AMR System;
- Procure the required pipework, fittings, reinstatement material (paving, grass sods etc.) and other material required for the installation and maintenance of prepaid meters;
- Provide storage facilities for new prepaid meters and materials before installation and for conventional water meters after removal;
- Perform record keeping and take measure to ensure data integrity for the procurement and storage of prepaid meters, related material and removed domestic meters;
- Perform preparatory works to accurately locate consumer stands earmarked for prepaid water meter installations and maintenance as issued by the Employer;
- Replacement of complete conventional water meter assembly and box with a straight pipe connection;
- Return removed meters to Midvaal Engineering Services Depot;
- Installation of new prepaid domestic water meter as issued by the Employer;
- Provide, install and commission UIU per prepaid meter;
- Verification with customers that the prepaid meter is operational, and providing appropriate training to the customers in the use of the prepaid meters
- Removal, storage and reinstatement of surfaces removed conventional water meter location;
- Removal, storage and reinstatement of surfaces around meter installation or repair;
- Make good any coating and/or lining damage on water mains during installation of meters/valves,
- Maintain existing prepaid water meters and newly installed prepaid water meters;
- Monitor progress on replacements and installations of prepaid meters;
- Perform physical meter inspection and/or meter reading, as-and-when required;
- Perform quality assurance on all works completed;
- Supply, install, manage, maintain and provide guidance on the Prepaid Metering/AMR system; and
- Provide training and skills transfer to Midvaal Local Municipality with regards to the maintenance and management of prepaid water meters and the AMR system.

PS1.4 Location of the Works

The works are located within various suburbs within the boundaries of the Midvaal Local Municipality, and within the Employer's supply and operational area. The exact locations of the works shall be included on the issued job cards by the Employer.

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PS1.5 Temporary Works

Temporary Works shall:

- a) include the Works required to locate, verify and protect existing services within the Works area; and
- b) be such to ensure no or limited interruption to vehicle and pedestrian traffic.

The Contractor shall further note that stockpiling of materials, plant, excavated material or any other construction related infrastructure shall NOT be allowed in locations that may interfere with the operations of the Employer and the public in general.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

PS2 ENGINEERING

PS2.1 Design Services and Activity Matrix

- a) The Employer is responsible for:
 - Preliminary design and performance specifications;
 - Meter reading of the installed meters using the appropriate technology required; and
 - Approval of designs by the Contractor.
- b) The Contractor is responsible for:
 - Detail design of the temporary works (if applicable) and their compatibility with the permanent works;
 - Installation and commissioning of the prepaid water meter proposed solution;
 - Maintenance of the prepaid water meter proposed solution; and
 - Supply of all design drawings and/or calculations and/or literature and/or any other information required by the Employer's Agent to review and approve the Contractor's design.
- c) All information in possession of the Contractor, required by the Employer's Agent and/or the Representative to complete the as-built/record drawings, must be submitted to the Representative before a Certificate of Completion will be issued.

PS2.2 Employer's Design

The Employer or the Employer's Agent will be responsible for the design of the work to be executed under this project, except where it is explicitly stated in the Project Specification that another party is responsible for any portion of the design.

The tenderers attention is drawn to the fact that the tender drawings and bills of quantities are derived from a preliminary design and the detail design drawings and bill of quantities will be issued to the preferred tenderer at the site handover.

PS2.3 Design Brief

Where Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer / competent person's design certificate.

PS2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

The Drawings prepared by the Employer for the Works are listed and bound into the tender document for bidding purposes only. Construction drawings will be issued to the successful bidder/s upon the site

Volume	1					
Part	T1	T2	C1	C2	C3	C4

handover. The Drawings are attached in Site Information, C4.8 Prepaid Domestic Water Meter Installation Drawings'.

PS2.5 Design Procedures

For components to be designed by the Contractor, the following procedure shall apply:

- The successful Contractor shall provide A1 format workshop drawings of all mechanical and electrical components showing all relevant dimensions within 28 days of the site handover.
- Show all interfaces with existing & new structures and services.
- Show all interfaces with Employer's Agent's drawings.
- Employer's Agent shall give written approval within 14 days after submission or re-submission.

PS2.6 Technical Requirements

PS2.6.1 Above Ground Smart Water Meter Requirements

PS2.6.1.1 Prepayment requirements:

- STS compliant to IEC 62055-51;
- Capabilities of prepayment functions and shall comply with all the relevant requirements of SANS 1529-9 prepayment System; and
- Use at least 8 step tariffs automatically depending on monthly consumption.

PS2.6.1.2 AMR Requirements:

- Support both fixed network and drive-by/walk-by remote reading systems;
- Use licence free ISM Band / licence bands;
- Must use common communication protocol when performing walk by, drive by and fixed network AMR;
- Provide a typical line of sight RF transmission range of between 100m and 1km when installed in the above ground box;
- Provide at least the following alarms/information remotely:
 - o Leaks
 - o Manipulation
 - o Battery Status
- The device must have the following approvals:
 - o Independent Communications Authority of South Africa (ICASA)
 - o NRCS
 - o SANS
- Service life of at least ten (10) years with transmission rate of at least every 30 minutes, with capabilities to remotely adjust transmission down to at least 15 seconds;
- Environmental rating of IP 68;
- The device must support a remote display (UIU) which is to be made available to the consumer to place inside their home;
- The device must accommodate for reverse flows such that the consumer is only measured on net flow;
- The device must be in-field replaceable, with the prepaid and AMR components (e.g. battery, automatic valve) being independent replaceable components;
- The Midvaal Local Municipality would prefer if there is no visible wiring between the water meter and the AMR device.
- Electrical components are water resistant (IP 67);
- Battery pack is replaceable;
- All meter components (meter, valve and strainer) are individually replaceable
- Meter to be housed in a SANS approved meter box

Volume	1					
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PS2.6.1.3 Mechanical requirements:

- Constructed from materials which have a very limited or no scrap value;
- Devices must be labelled with a serial number and bar coded;
- Plastic bodied volumetric water meter complete with pulse output and non-return valve
- Class C, 15 mm or Class C, 20mm (minimum flow rate $q_{min} = 0.01q_p$ and Transitional flow rate $q_t = 0.015q_p$);
- Plastic bodied, semi-positive type domestic water meter, approved by the Trade Metrology Division of the SABS, as per the Plastic Bodied Meter Specification;
- Flush valve and strainer combination ball valve and y strainer;
- Box lid must be secured with security screws, only removable with special security spanner;
- All non-threaded connections to pipe work in box must be fusion welded; and
- Flow limiter meter assembly with box must be complete with 20-25 mm push fit type inlet and outlet fittings; and
- Meters shall be manufactured with ISO 9001 compliant process.

In addition to above, the mechanical requirements for the prepaid domestic water meters with AMR compatibility must comply with SANS for mechanical meters, as follows:

PS2.6.1.3.1 Metrological Controls

The Division of Trade Metrology of the South African National of Standards is responsible for the metrological control of water meters used for trade purposes. A water meter shall not be used for trade purposes until it has been awarded type approval by the Division of Trade Metrology. See SANS 1529-1: 1994 for details about the type approval system.

PS2.6.1.3.2 Requirements

- The attention of manufacturers, suppliers and users of mechanical water meters covered by SANS 1529-1: 1994 (as amended) is drawn to the requirements of the Trade Metrology Act, 1973 (Act 77 of 1973), and the fact is it incumbent upon them to comply with this Act when mechanical water meters are sold or used for trade purposes.
- The relevant clauses of SANS 1529-1: 1994 as listed below shall apply to mechanical water meters of nominal bore not exceeding 100 mm.
- All mechanical water meters to be used for trade purposes of nominal bore not exceeding 100 mm shall conform in all respects to the approved type and shall bear the markings required by clause 5 of SANS 1529-1: 1994 and Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations
- Details of head loss across the meters must be provided.
- Each meter shall be equipped with a built-in strainer on the inlet side of the body to prevent ingress of dirt into the registers of the meters. The holes of the strainer must not exceed a cross sectional area of 3.8mm^2 for 15mm meters and the total area of the holes must be at least twice the area of the inlet.
- The mechanical drives of all meters shall be unaffected by outside unauthorised influences, i.e. magnetic interference.
- Tenderers must state what technology can be offered by them to prevent ingress of fine solids and impurities, which may be present in the water, from entering the registers of wet dial domestic meters.
- The counters shall be of the Hermetically Sealed Dry dial-type (IP68).
- Tenderers are to provide details of any cost saving features, which the meters offered, may include facilitating ease of maintenance and calibration when required in the future.
- Refer to SANS 1529-1: 2006 clause 6.
- All mechanical water meters of nominal bore not exceeding 100 mm shall be tested in a SANS accredited test rig by an accredited verification officer.
Refer to SANS 1529 clause 5.3 sub-clauses 5.3.1 to 5.3.4 (inclusive).

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- In-line mechanical water meters of nominal bore not exceeding 100 mm shall have fixed end-to-end dimensions for the relevant meter.
Refer to SANS 1529-3

PS2.6.1.3.3 Metrological Class

Water meters of 15mm -20mm nominal bore offered for this tender should have a minimum metrological class of C.

Tenderers who offer class C rated meters must tender as such and state clearly the rating claimed, and provide copies of Local Certificates of Approval.

PS2.6.1.3.4 Tables

TABLE PS2.6.1.3.4 - 1: REQUIREMENTS FOR SEMI-POSITIVE VOLUMETRIC METERS FOR THE MEASUREMENT OF COLD, POTABLE WATER:

Water meters tendered for under this category, for sizes NM 15mm and 20mm must be the semi-positive volumetric flow type and must conform in all respects to the approved type and shall bear the markings required by clause 5 of SANS 1529-1: 1994 and Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations and conform to the following dimensions, specifications and capabilities:

NOMINAL SIZE (NB)	mm	15	20
Meter body material/ metrological rating		Plastic/C	Plastic/C
High Resolution Impulse Pulse Unit (HRI); or AMR		Yes	Yes
Meter body thread	mm	20	20
Maximum flow rate (q/max) \pm 2%	m ³ /h	3.0	3.0
Nominal flow rate (qn) \pm 2%	m ³ /h	1.5	1.5
Minimum flow rate (q/min) \pm 5%	l/h	15	15
Operating pressure	bar	0.3 - 14	0.3 - 14

TABLE PS2.6.1.3.4 - 2: FINE MESH STRAINER OF THE FOLLOWING MINIMUM DIMENSIONS TO BE INTERNALLY FITTED:

METER SIZE	APERTURE SIZE	MESH AREA
15mm	0,75mm	2 844mm ²
20mm	0,75mm	2 844mm ²

Volume	1					
Part	T1	T2	C1	C2	C3	C4

TABLE PS2.6.1.3.4 - 3: REQUIREMENTS FOR METER BOXES FOR SEMI-POSITIVE VOLUMETRIC METERS:

NOMINAL SIZE OF METER (NB)	mm	15	20
Meter box material		Plastic	Plastic
Meter type		Vol	Vol
Meter body material		Plastic	Plastic
Box external connection	mm	20	25

REQUIREMENTS FOR BOXES WITH EXTERNAL CONNECTION FOR HDPE PIPE WITH METERS:

- All meter boxes must be supplied with the following components – complete – assembled and tested:
- Thermoplastic with attached base plate.
- Thermoplastic meter box shall be an all-in-one injection mould design.
- Thermoplastic boxes shall be fully ultra violet stabilised and must resist atmospheric agents normally found in the South African climate.
- Thermoplastic boxes shall withstand temperatures ranging from –30° C to +80° C and should not deform within these limits.
- Joints to all fittings on plastic boxes shall be fusion welded with 20mm Glass Nylon Reinforced Female Connectors.
- Only blue thermoplastic hinged lids with securing pin it shall be accepted.
- One 2 way ball-type stop valve in meter boxes on the upstream side of the box for meters to be utilised as a credit control measure.
- Meter boxes must be supplied with lid locking devices.

All meter boxes supplied must accommodate (metric) standard length meters (ISO) i.e 15mm-L144mm, or 20mm-L165mm water meters and where shorter meters are used make up pieces shall be included.

The test must be in accordance with the test method prescribed in SABS 558-1973, as amended, section 6.2 (strength test), with deviation that the resilient material mentioned in 6.2.2d must not be used. The load must be placed centrally on the lid with a contact area of at least 100mm x 100mm. In force applied must be 7 kN as set out in Table 2 Duty Class L (light-duty) and a permanent set of less than 1.5 mm after the test.

See SANS 1529-1: 2006 clause B.2.1

PS2.6.1.3.5 References

The following references contain provisions that apply to the specification and technical requirements of the prepaid domestic water meters in terms of this tender. The references will be deemed to be the latest edition since references are subject to the revision. Information on currently valid national and international standards may be obtained from South African National Standards.

- SANS 1529: 2006
Specification: Water meters for cold potable water
Part 1: Metrological characteristics of mechanical water meters of nominal bore not exceeding 100mm.
Part 3: Physical dimensions.
Part 9: Electronic water meters.
- SANS 1529-9:2008
- Trade Metrology Act, 1973(Act 77 of 1973)

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- ISO 4064: Measurement of water flow in closed fully charged conduits – meters for cold potable water and hot water.
Part 1: Specifications
Part 2: Installation requirements
Part 3: Test methods and Equipment OIML 2000
- SANS 241: Water for domestic supplies
- SANS 1217: The production of painted and powder coated steel pipes
- SANS ISO 6509: Corrosion of metals and alloys- determination of dezincification resistance of brass
- BSS5728/1

PS2.6.1.4 Pressure Loss

The pressure loss across the meter shall not exceed 30 kPa at the applicable permanent flow rate (qp) and 100 kPa at applicable overload flow rate (qs) for water meter of nominal bore not exceeding 100 mm.

When a meter is tested in accordance with SANS 1529-1: 2006 clause 5.11, the pressure loss across the meter shall fall within one of the following groups:

- P100 : not exceeding 100 kPa
- P 60 : not exceeding 60 kPa
- P 30 : not exceeding 30 kPa
- P 10 : not exceeding 10 kPa

These tests shall be carried out without auxiliary equipment (such as non-return valves) fitted.

Refer to SANS 1529-1: 2006 clause 4.17.

PS2.6.1.5 Watertight Seals

In the case where installation requires the correct sealing of 'O' ring(s) or other watertight seal(s), and on which any leakage after installation will not be visible (i.e.), manifold meters or verified measuring assemblies), such seal(s) shall be:

- attached to the meter or to the verified measuring assembly in such way that the seal cannot fall out of its own accord or become displaced in any way. If necessary, it may be glued in, or
- supplied new and be used in the actual verification of the meter or measuring assembly concerned.

Refer to SANS 1529-1: 2006 clause 4.19.

PS2.6.1.6 Packing of meters, meter boxes and verified measuring assemblies

Prepaid domestic water meters and removed conventional water meters shall be suitably packaged to prevent damage or soiling during storage and transport. If moisture content can affect the meter accuracy the meter must be properly sealed to prevent drying out of the affected parts. Appropriate precautions (e.g. end caps) must be taken to prevent mechanical damage to end connections during transport and storage.

PS2.6.1.7 Units of measurement by volume

All meters must register in kilolitres (cubic metres (m³)).

PS2.6.1.8 Counters

Multi-pointer counters must have their individual pointers located such that the sequence of quantities registered per pointer on the dial is as follows:

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- The pointer with the smallest quantity per graduation must be situated on the far right side, followed to the left by pointers with progressively larger quantities per graduation, until the pointer with the largest quantity per graduation is situated on the far left hand side.
- The individual pointers must revolve clockwise.
- Cyclometer counters must be of the straight reading pattern having a reading sequence from left to right, except that the last digit may be given by a pointer, in which case the pointer must revolve clock wise.
- The dial marking must be legible and indestructible under normal service conditions.
- The smallest graduation and capacity of the counters must equal or better the following requirements:

METER SIZE (NB) (INCLUSIVE)	SMALLEST GRADUATION	CAPACITY OF COUNTER
mm	m ³	m ³
15	0,001	99999,99
20	0.001	99999.99

PS2.6.1.9 Sealing

Each meter case must be factory-sealed with an acceptable sealing wire and seal, sealed in such a manner as to make access to the meter impossible without breaking the seal. Such a seal shall however be according to the rules and regulations set for accredited sealing of meters.

In the case where installation requires the correct sealing of 'O' ring(s) or other watertight seal(s), and on which any leakage after installation will not be visible (for example, manifold meters or verified measuring assemblies), such seal(s) shall be in accordance to the specifications of mechanical meters ≤ 100 mm and > than 100 mm respectively.

Refer to SANS 1529-1: 2006 clause 4.19.

PS2.6.1.10 End connections

In addition to performing the duties required under "Mechanical Requirements" the meters with end connections not exceeding 100mm N.B. must meet the requirements of SABS 1529-1: 2006 Water meters for cold potable water.

- All screw threads must conform to SANS 1109.
- Flanged end connections must conform to SANS 1123 Table 1600. Flanged stud bolts must be supplied and fitted with a washer and nut for installation.
- The HDPE pipe end connections must be of the compression type or push fit type, complying with the performance requirements of JASWIC R41.
- Body ends must be factory-sealed to prevent entry of foreign matter. Each screwed meter must be fitted with high durability plastic end caps on delivery.

PS2.6.1.11 Materials

All meters shall be manufactured to SANS 1529-1 for meters 15 mm – 100 mm and ISO 9001 for meters including meters above 100 mm. Meters shall also be approved in terms of section 18 of the Trade Metrology Act No. 77 of 1985 and Regulation 80 of Part II of the Trade Metrology Regulations.

Alternative meters may be offered in the tender provided such meters are SANS/JASWIC/ISO approved.

All internal plastic components shall be constructed of virgin materials.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Metallic materials in contact with the water must be either:

- Copper alloy which, when tested for resistance to de-zincification in accordance with the requirements of ISO 6509: 1981, no individual reading shall show penetration exceeding 250 micro metres. Two samples being taken from each cast component (one from the thinnest and one from the thickest part) and one sample from each other component.
- Stainless steel complying with the requirements appropriate to any of the grades of steel given in Table 10 rows 1 to 17 inclusive of SANS 0202: 985.
- Ferrous metal components shall be coated to prevent corrosion. This coating and the manner in which it is applied shall comply with the appropriate and applicable requirements for type 2 given in SANS 1217. Refer to SANS 1529-1 2006 clause 4.2, 5.8, 5.9 and 5.10.
- Plastic components, when subjected to a temperature of between 150o and -5o Celsius in an air circulation oven for a specified period shall show no sign of blistering or weld line splitting or any permanent deformation. Any damage around the injection point shall not penetrate to a depth of more than 50% of the thickness of the material at that point. Internal plastic components shall be manufactured of virgin materials.
- Cast-iron components must be black-heart malleable to SANS 1190: Grade 310, hardness maximum 149, or similar quality.
- Spheroid graphite-iron components must be to SANS 936: Grade SG 38 or SG 42.
- All bolts and nuts must be of the hexagon-head type, stainless steel and must conform to SANS 135, except fittings covered by SANS 815.

PS2.6.1.12 Performance and test

The Contractor must test each meter using a test rig which meets the requirements of the Trade Metrology Act 77 of 1973, and SANS 1529-1: 2006 and SANS ARP 024.

Water meters covered by SANS 1529-1 and 1529-2 must comply with the methods of test and metrological controls.

In order to verify that meters perform to the duties specified under Clause 3.1.6 of this document, the Council may carry out tests on samples from every batch of meters received, at a rate of 1 sample per 20 units delivered.

Water meters not exceeding 100 mm nominal bore shall comply with the permissible tolerance of indication prescribed in SANS 1529-1: 2006 clause B.2.1 for new and repaired meters.

PS2.6.1.13 Instruction manuals

At least one copy of the instruction manuals must be supplied to all depots of Council for the management of the prepaid metering system.

The prepaid domestic water meter must be supplied with a comprehensive installation, operation and repair manual, which includes part identification, technical data, and performance characteristics for the meter.

PS2.6.1.14 Inspection and testing

Any inspection or test by the Council will not exempt the Contractor from any obligation under this Contract.

The Employer or his nominee must be advised at least forty-eight (48) hours before the meters or components are ready for either inspection or testing.

All test facilities, test equipment and approved test instruments must be made available by the Contractor to the Council.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

PS2.6.1.15 Markings

Each water meter shall be clearly and indelibly marked with the following information, either grouped or distributed on the body, on the indicator dial or on an identification plate or waterproof label permanently affixed to the meter, unless prescribed in special cases. The hinged cover of the water meter dial shall never be used for this purpose.

The serial number and type designation shall be clearly visible when viewed from above after installation. Furthermore the following information shall also be indicated on the meter:

- Model;
- Meter serial number;
- Direction of flow, indicated by an arrow;
- Size of the meter (NB);
- Year of manufacture;
- The permanent flow rate, in cubic meters per hour (which may be combined with a thread or flanged size, provided that the permanent flow rate remains conspicuous); and
- The manufacturers name or trade name or registered trade mark.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

PS2.6.2 User Interface Unit (UIU) Requirements

The User Interface Unit installed inside the consumer's house must be able to communicate with the water management device outside the premises and remotely display the following features within the consumer's home:

- Display the meter reading as reflected by the WMD;
- Display remaining water allocation available to the consumer;
- Allow for Top up / Credit entry;
- Provide various alarms for the consumer, such as leak and tamper; and
- Display the WMD serial number required for top up.

The UIU must also meet the following functional requirements:

- 230VAC powered, or battery powered (using non-specialized consumer replaceable batteries);
- IP54 or better;
- Support periodic or on-demand updates;
- Display remaining water available; and
- Allow for Top up / Credit entry.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

PS2.6.3 Prepaid Metering/AMR System Requirements

The Prepaid Metering/AMR System shall be suitable for the acquisition of water consumption data and for processing of the metering data. The System shall also provide data relating to the System performance, enabling specific meter check applications.

The tender shall cover the design, supply, installation and commissioning of an integrated System or provide a hosted integrated System, which shall be suitable both for prepaid meter management and management and processing of water consumption data.

It shall include the delivery and installation of all hardware and software equipment required for System (meters are excluded) operation in order to meet the requirements specified herein.

PS2.6.3.1 General Requirements

The System shall be based on standard software (which shall have already been developed).

The operating System shall be up-to-date and preferably in the most recent version, and suitable for applications of this size; the database shall be up-to-date and shall be selected by the manufacturer. The computer applications and the System software shall be of the latest version as developed by the manufacturer using a modern software development environment and programming language.

All software licenses and hardware requirements for System operation shall be included in the pricing (e.g. servers, operating System, server licenses, database licenses).

The data processing System shall ensure two-way data exchange with other Systems using XML or ASCII files for the insertion and extraction of data, as well as API functions.

The two-way data exchange System must be compatible with the current computerized System (Midvaal Local Municipality system), as well as with computerized Systems of alternative providers.

Allowable downtime of the software for the purposes of maintenance and upgrades is 24 hours within one (1) calendar month. Maintenance and upgrades of the system are to be arranged outside of normal working hours

PS2.6.3.2 Software System Requirements

The client must provide a software System that will manage the data from the data collectors. The functional requirements of this software System are as follows:

- Compatible and have the capability to be interfaced with existing Midvaal Local Municipality's database platforms and billing Systems (Solar).
- The personal details of consumers, with meter serial numbers and location details must be captured on the System and interfaced with existing Midvaal Local Municipality Systems.
- The System must have the capabilities to generate reports from consumption data, meter status and performance data, viewable by any compatible viewer such as Acrobat.
- The System must have access security features for multiple users including defining and the limiting of functions assigned to the user.
- The System must be able to be accessed remotely by Midvaal Local Municipality staff.
- The System shall be able to manage and supervise data acquisition from the meters and subsequently store such data in a modern relational database. The data shall be available on line to the users for a period of five (5) years at least.
- The network architecture and user access via portals shall be based on modern established standards.
- The System shall be designed for fully operational implementation with 20 000 meters.
- The architecture shall be fully scalable, enabling:
 - o Easy integration of additional System workstations.
 - o Easy integration of additional System users.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- Easy integration of additional devices for communicating with the meters.
- It shall be possible for many users to be connected with simultaneous access to data and System services.
- Both at the operating System level and application level, user's critical actions shall be confirmed prior to execution.
- Moreover, the offered System shall support a flexible data model with versioned data and full possibilities of control in order to reinforce the possibility of data protection. Moreover, the System offered shall support a flexible data model with versions and full capabilities of control in order to reinforce data protection.
- The System shall permit automation of all processes, enabling the data to be sent in the standard format required by the billing System or by any other involved entities. The application shall have a modern graphical user interface (GUI).
- This interface shall follow the operational logic of the Microsoft Windows operating System interface, which is familiar to most users. This facilitates users' training.
- Another important feature is that it allows the user to schedule automatic data acquisition at predetermined times and intervals and through predefined communication channels, as well as automatic data extraction.

PS2.6.3.3 Software Language

The user interface of all offered software shall be in English language. All reports and all System output data shall be in English language. The help file and the accompanying manuals shall be in English language. The technical manuals shall be in English language.

Training and all manuals related to the main daily workflow shall be in English language.

PS2.6.3.4 Main structure of the System

The System shall comprise separate modules to ensure the functionality and independence of its functions.

- Separate modules are required for the following functions:
- Communication with the meters
- Change of multiple tariff
- Demand management functions
- Limit Consumption Functions
- Data Collection on Daily and Ad hoc Basis
- Data Management
- System Use
- Online (Internet) communication
- System Supervision and Monitoring
- Fixed Asset Management
- Synchronization of the System Time

The aforementioned zone requires only the main modules of the System.

The number of modules required for "Full" System operation shall be defined during this project.

PS2.6.3.5 Implementation

At this stage and in the scope of this project, the metering points to be included in the Main System shall be approximately 20 000 water meter points for residential use.

PS2.6.3.6 System Operation

The Prepaid Metering/ AMR System is the meter data management application, which shall store prepaid water meter details and process data from the AMR Data Collector and shall permit all

Volume	1					
Part	T1	T2	C1	C2	C3	C4

necessary operations, such as data aggregation processing, data verification, replacement of any missing data, and preparation of reports.

The prepaid meter management System user licenses, as well as any additional licences via the Internet, shall be included in the tender.

The application shall automatically check the integrity of acquired data and shall create a list and a corresponding report with all non-acquired or lost meter data.

The System shall check, validate and verify the data and shall automatically prepare all necessary reports according to its configuration. For any data that was not collected, was lost or has errors, a replacement procedure shall be in place, which shall be able to enter / insert data according to specific algorithms.

It shall be possible for the consumers to access the data, depending on the access (security) level of the user group to which they belong. This shall enable consumers to create all types of reports or perform actions in accordance with their access level, and depending on the limitations imposed on them (geographical, administrative, etc.).

The acquired data shall be processed by the System as specified and according to any user-defined tasks. It shall be possible to either print the results of data processing in the form of reports.

Data export shall be performed in files with predefined format (e.g. ASCII, XML, CSV, etc.), and using APIs..

The System shall have a database including customers. Any customer may have one or more meters. Historical measurement data from older meters that have been replaced must be kept.

The import – update of customer data shall be carried out automatically, by inserting such data from other systems' databases containing the required information. It shall be possible to selectively perform such updates for individual fields and/or individual customers.

The System shall group customers according to various user-selected features thereof.

The System shall have a database including all metering points. For each metering point the following data shall at minimum be stored:

- Customer number (ID) or unique number of metering point
- Meter Number
- Telecommunication connection details (e.g. telephone number, IP address, GSM/GPRS signal power)
- Installation Date
- Customer name, address, contact, pictures, geographical coordinates
- Metering Point Status
- Customer history
- Other data, comments.

For many of these items, a history of changes shall be stored.

The metering point data (and the customer data) shall be displayed in tree format, which shall be created automatically according to the characteristics of each metering point (and the characteristics of customers respectively).

Volume	1					
Part	T1	T2	C1	C2	C3	C4

The aforementioned elements must be determined in detail in the System design and be implemented in a way providing the necessary flexibility to enable their modification if other requirements arise in the future.

PS2.6.3.7 System Capabilities

The System, following a future upgrade, shall be able to read data from at least 20 000 meters.

The System must be accessible to the Midvaal Local Municipality with unlimited licenses.

The System shall enable the Midvaal Local Municipality obtaining current and historic data for each of the customers.

It shall be possible to expand the System by adding suitable equipment in the System.

PS2.6.3.8 Data sending to the meter capabilities

The System shall be able to transfer software uploads to the meter and new tariffs, as well as to set meter functions (connection/disconnection, etc.) through the AMR Data Collector (see *PS2.6.4 Data Collector*).

The data transmission speed shall be adequate to transfer data to all meters from the central System within less than 4 hours.

The functions of supply connection/disconnection to the meter must be directly (in real-time) managed by the System.

PS2.6.3.9 Data processing capabilities

The proposed System shall cover the required number of register intervals and registers programmed in each metering point. The System shall be able to read, group, compute, check, verify, replace and distribute data from required amount of meters.

PS2.6.3.10 System access and setting of Operating Parameters

The System shall be operated by users with different levels of access to its functionalities. The System administrators shall be responsible for defining user access levels and for creating different user groups by assigning different operational capabilities to each group.

It shall be possible to group the users and to provide group-level access to metering points determined by certain characteristics thereof, such as their geographic location, Midvaal Local Municipality Water Administration division, water supplier, type of meter point, etc.

Users should be identified by the System via a username and a password.

Depending on the administrator-assigned capabilities, the users shall be able to set the System operation parameters.

PS2.6.3.11 Data access

Access to data stored in the System shall depend on users' access rights; such rights shall also determine the ability of users to transfer data to other Systems.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

It must be possible to access the System's saved data, even inside the database environment, ensuring that no changes are made to the data in the base.

No input or change of tariff data, load curve data and, in general, data that normally come from extraction from the meters, directly in the database, shall be allowed.

PS2.6.3.12 Support of Metering Equipment

The System, as a meter data acquisition tool, shall support a number of meters of different types. It shall include the main meters available in the South African market.

Note: The meter communication modules should include open standard communication to support a multi tenant approach – e.g. wireless MBUS

The System shall support open communication protocols acceptable by ICASA.

PS2.6.3.13 Software for on-site Data Acquisition and Meter Parameterization

The Prepaid Metering System shall be updated with data received from all newly installed or connected meters right after their installation.

Furthermore, software shall be provided for on-site acquisition of metering data and their transmission to the central System.

The software shall support all meters referred to in paragraph PS2.6.3.12 "Support of metering equipment".

PS2.6.3.14 Software for Additional Capabilities

One feature of the System shall be its ability to support calculations for Water Data Management (WDM) (also in real time, if required) and for the quality of supply, such as calculations for meter consumption curve sums for one or more than one area, identification of areas with low consumption quality, etc.

For example, it shall calculate the consumption curve and the low water mark in a specific network area. Furthermore, if we have water shortage in an area, it shall be possible to propose calculations, such as, e.g. subtracting from the water consumed by customers in this area, or a subtotal thereof.

For this purpose, each metering point shall be characterized based on the water meter supplier or producer. Given that these settings could change at any time, the software used shall be able to recognize/support these changes, so that any charges can be easily calculated according to an analytical data history. This characterization shall be stored in a history file, enabling identification of each customer's supplier at any time.

It is important to ensure that adequate processing power and memory shall be available at any time, in order to perform all these operations smoothly and without significant delay.

PS2.6.3.15 Export of data for their entry into the Billing Issuing Systems

The System shall be able to extract data from prepaid domestic water meter registers taking into account the tariff schedule structure. All calculations shall take into account other factors as well, such as the transformation ratios and meter register resets.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

It shall be possible to automatically insert the results of such calculations into the Billing Issuing Systems.

It shall be possible to analyze and compare each of the readings against history data for each metering point or against other existing statistical data for the said metering point.

The software shall be able to perform analytical processing and it shall contain algorithms for data checking via comparisons with specific models, or verification meters or/and via comparison with history data used for detecting e.g. possible power misappropriations.

PS2.6.3.16 Data exchange between Entities involved in the liberalized electricity market

The System shall include features which enable the exchange of data with other entities or Services (e.g. Rand Water, Ministries, etc.). A typical data transfer mechanism shall be exchange of files or API.

The possibility of interconnection with other Systems via, API, supported by technologies of planning which are widely available (eg. Java, Net etc), in order to enable the quick, flexible and safe exchanges of data among the partial Systems participating in the solution.

PS2.6.3.17 System Components (modules)

The basic functional entities of the System shall operate in separate operational units. This means that separate servers shall be provided (indicatively and not limited) for:

- Two-way Communication with Meters
- Database Management
- Web Applications
- Application servers

The System shall operate harmoniously as a whole and any upgrades thereof shall not disrupt its overall operation.

PS2.6.3.18 Data Collection - Communication - Management of Telecommunications equipment

Municipal staff and contractors on-site should be able to automatically insert data acquired from the prepaid domestic water meters using portable devices (e.g. handheld, laptops, netbooks).

The collection of meter reading data should be acquired from the AMR Data Collector.

PS2.6.3.19 Metering data and Data Management

All metering data shall be verified before being processed by the System.

All data shall be certified by the System, as provided for by the applicable standards and the current legal framework.

To this effect, suitable checks shall be performed in order to:

- Verify data identity
- Ensure data completeness
- Fill in the data

Volume	1					
Part	T1	T2	C1	C2	C3	C4

- Check data reliability

The System shall be able to process all data that may be provided by the meters, such as:

- Consumption Data
- Tariff Data
- Consumption Curve Data
- Calendar Data
- Event data (alarms, log files)
- Meter status data etc.
- History data

The System shall be able to give remote commands to the meters for basic operations, such as clock synchronization, connection/ disconnection and termination of billing period.

The System shall be able to process the certified data and to perform user-defined calculations.

The System shall be able to perform complete statistical processing of the consumption quality data and provide results in the form required by each involved entity and by the law, either for individual customers or for customer groups.

The data of the metering points shall be analyzed in different tariff zones and to this effect the System shall be able to process the consumption curves.

The System shall plot consumption curve graphs using different colours for the various tariff zones. The graphs shall be able to provide details for water, and it shall be possible to perform different types of analyses per different periods of time.

Task Scheduling - Process Automation

The System shall be programmed in order to perform automatically most of the work, minimizing user intervention as much as possible.

Any attempts to acquire the metering data again due to previous failures shall be automatically programmed and executed. For all meters that did not eventually communicate with the remote reading centre, failure reports shall be automatically created (e.g. low signal level); such reports shall be automatically sent to the water department responsible for restoring the failure.

The billing data and/or consumption curves shall be automatically extracted in the appropriate format and shall be automatically sent to the responsible department in the specified format and via the specified medium. The System shall automatically detect any problems in the metering devices (meter malfunction, current imbalance, etc.) and shall create reports in predefined formats and send such reports to predefined recipients.

During automatic execution of the System functions, if deemed as necessary, a user control and intervention stage shall be included (e.g. in order to avoid delivery of a communication failure report if it is known that the problem is due to the telecommunications provider in a given area).

The System shall also be able to remote control (open/close) the meter's output contacts for purposes of water consumption management in certain customer's circuits.

It shall also be able to manage the incoming alarm events, such as meter tampering etc.

System Users Management

System users shall be able to access the System via workstation connected through a LAN.

It shall also be possible to access the System remotely via VPN (Virtual Private Network).

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Capacity to access the System shall be also provided via the Web application. Each user will have access rights depending on the group to which he/she belongs.

The System administrator shall define the access limits for each group and / or user. These limits define both the scope of access to the System data (which System elements shall be visible to the user) and the user's operational capabilities (which elements can be added, modified, deleted, and executed by the user).

PS2.6.3.20 WEB Application

The System shall provide data access via the Internet, through appropriate equipment.

For external users who may have access via the Internet, a suitable security System shall be provided.

To ensure a higher security level for the center and its data, the web application shall not have direct access to the System's database.

Data access shall be permitted for the following:

- Each customer, for his consumption curve and tariff data
- Any parties/entities involved in supply of water to the Midvaal Local Municipality
- Additional authorized Midvaal Local Municipality staff not belonging to the System operators

The level of access of each customer to his data may be modified in batch mode depending on the grouping to which the customer belongs.

The software shall be installed in a different computer for security reasons and shall provide user access based on passwords.

Depending on the access levels provided to the users, they shall be able to:

- Monitor register data
- Display in graphs the consumption curves and the supply quality data
- Receive data in a standard format

The System shall be capable of sending messages, defined by Midvaal Local Municipality, to the users of Web application, as well as to the In Home Displays.

The System shall provide for management of Internet users; this application shall enable the user to change his/her personal password, and to be notified via email with a valid password in case the password is incorrect or lost.

The Contractor is obliged to ensure that the equipment has adequate computing power and bandwidth in order to serve the simultaneous access of a large number of customers via the Web application, without affecting normal operation.

The calculation of required computing power and network bandwidth shall be based initial size with the option to scale to an appropriate number, taking into account the total number of customers served by the System.

PS2.6.3.21 Interface for Tests

The System shall operate uninterruptedly in order to meet its objectives. At the same time its operation shall constantly be improved, and the System must be upgraded following any technological advances.

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For this purpose it shall be possible to perform tests, either for installing new software versions or modifying the configuration of each version, in order to optimize performance. It shall also be possible to include - evaluate new functions, such as pilot electrical meter reading use cases, applications for new meters and combined operation with other metering options (electrical, etc).

In other words, a separate interface shall be provided in the main and backup Systems, where it shall be possible to carry out all required tests without affecting the normal operation of the System.

PS2.6.3.22 System Security

The System shall be equipped with all necessary protection devices against:

- Physical threats (fire, high temperature, over voltage, power failure)
- Unauthorized access
- Malicious actions of Internet users
- Erroneous actions of its users

For the aforementioned reasons, the System hardware must be equipped with all modern security Systems, such as: Air conditioning, UPS, Firewall, Backup, antivirus, fire detection and fire protection, monitoring of Centre's operating conditions (supply voltage, temperature, humidity, etc.) and administrator notification (by SMS, e-mail etc.) in case of trouble.

The System shall also ensure that its data remains secure in cases of human error (ability to retrieve data in case of error in operations - deletes).

The Contractor is required to develop and implement Secure Configuration Guides. Thus it shall be possible for the System to be configured according to certain rules and optimum security practices. The target is to develop technical guidelines for secure configuration of all modules constituting the System and to implement thereof in the System prior to its integration in the production.

The Contractor shall submit a System security manual describing in detail the procedures that should be followed to ensure that System security is in case reduced.

It is also considered significant to ensure the whole System's compliance with the guidelines relating to the protection of customers' personal data.

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PS2.6.4 Data Collector Requirements

The Data Collector can be either in the form of an ever-present fixed network, or in a periodic or randomly available 'walk by/ drive by' type network.

The data collector for the fixed network must meet the following requirements:

- Cyclic transmission of meter data from up to 1000 smart water meters via IoT, GSM/GPRS, LAN or WLAN to an operation centre.
- Radio Frequency range 100m up to 1km line of sight
- Weather protection IP54
- Available in battery powered and/or electrically powered versions, with requirements as follows:
 - Battery powered
 - Battery life of up to five (5) years
 - Field or factory replaceable battery
 - Electrically powered
 - The data collector must operate with a standard 230V +/- 10%, 50Hz AC supply
- The data collector for the drive-by/walk-by readings must meet the following requirements:
 - DC or Battery powered
 - Battery operating time up to 10 hours.
 - Weather protection IP54
- Drive-by has a minimum speed of 40 km/h
- Using license free ISM Band / license bands or any other means of communication ICASA approved.
 - Radio Frequency range 100 meters up to 1km line of sight
 - Radio Frequency range 30 meters line of sight in a below ground surface box.
 - AMR(Automatic meter reading) drive by has a first time accuracy of 90%
 - AMR(Automatic meter reading) walk by has a first time accuracy of 98%
 - Configurable internal customer specific settings
 - Internal memory of up to 10000 records and applying FIFO(First in First out)
 - The data collector will not only collect the data provided by the prepaid water meter but will also interact with the prepaid water meter and transfer relevant configuration parameters or commands. The interaction can be set to a single or a small selection of prepaid water meters or broadcast to all prepaid water meters within range.

PS2.6.5 Project Management and Contract Administration

PS2.6.5.1 Work Schedule

The Tenderers shall submit a Works schedule, meeting, as regards the temporal requirements, the period for the completion of the Project. This schedule shall include the main parts of the Project and their terms (equipment supply, construction and operation – inputs from Midvaal Local Municipality will be provided).

The Contractor is required to submit a detailed work schedule within 15 days following the date of signing of the Contract in consultation with the Supervising Department.

This schedule shall completely, clearly, and accurately cover all categories and phases of the Works to be performed by the Contractor in order to ensure timely implementation and delivery of a well-constructed and fully operational System to Midvaal Local Municipality.

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Supply, Installation, Maintenance and Management of
Prepaid Water Meters on an As and When required basis
from date of award until 30 June 2028

Scope of Work

The overall detailed project implementation schedule shall be approved by the Supervising Department within five (5) days or, in case of conflict, the Contractor shall be informed in writing.

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PS3 PROCUREMENT

PS3.1 Preferential Procurement Procedures

The Contractor's attention is drawn to the following returnable schedule contained in Part T2:

- a) Empowerment and Preferential Procurement
- b) Enterprise Declaration Affidavit (to be endorsed by a commissioner of oaths)

This schedule contains all requirements with regard to preferential procurement.

PS3.2 Subcontracting

The Contractor is:

- a) Not obliged to utilise any sub-contractors specifically nominated by the Employer. However, where in the opinion of the Engineer the Contractor cannot provide a sub-contractor that is deemed sufficiently experienced to perform the specific works or at a reasonable market related price, the Contractor shall use such sub-contractor as nominated by the Employer.
- b) Required to utilise local sub-contractors for the completion of unskilled labour-based sections of the works, where practical.
- c) Responsible for all work executed on his behalf or under his supervision and/or management by all sub-contractors, including nominated sub-contractors.

NOTA BENE: *The Employer shall not negotiate directly with sub-contractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his sub-contractors.*

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PS4 CONSTRUCTION

PS4.1 Work specifications

PS4.1.1 Applicable SANS 1200 standards

The applicable SANS 1200 will be applicable to the Project.

PS4.1.2 Applicable national and international standards

PS4.1.2.1 SANS 1200

The SABS 1200 series Standardised Specifications for Civil Engineering Construction, latest revisions, are referred to the Contractor and are to be read as part of this Contract and Specification. The Standardised Specifications are not bound into this document but may be obtained from the South African Bureau of Standards, Private Bag X 191, Pretoria.

The following standardised specifications shall form part of the contract but are not bound in this document.

SANS 1200 AA - 1986	GENERAL
SANS 1200 C - 1980	SITE CLEARANCE
SANS 1200 DA - 1988	EARTH WORKS (SMALL WORKS)
SANS 1200 MJ – 1984	SEGMENTAL PAVING
SANS 1200 MK – 1983	KERBING AND CHANNELING
SANS 1200 LB – 1983	BEDDING (PIPES)
SANS 1200 LF – 1983	ERF CONNECTIONS (WATER)

PS4.1.2.2 National Standard

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS	Description
28	Metal ties for cavity walls (1986)
135	Metallic coatings - Electrodeposited coatings of nickel plus chromium and of copper plus nickel plus chromium (1988)
136	Metallic coatings - Electrodeposited coatings of nickel (1988)
227	Burnt clay masonry units (2007)
523	Limes for use in building (2007)
815-1	Shoulder-ended and groove-ended piping systems Part 1 Shoulder-ended steel pipes, fittings and couplings (2005)
815-2	Shoulder-ended and groove-ended pipe systems Part 2 Groove-ended steel pipes, fittings and couplings (2004)
920	Steel bars for concrete reinforcement (2005)
936	Spheroidal graphite iron castings (1969)
1024	Welded steel fabric for reinforcement of concrete (2006)
1056-1	Ball valves Part 1 Fire-safe valves (1984)
1056-2	Ball valves Part 2 Heavy duty valves (not fire-safe) (2006)
1109-1	Pipe threads where pressure-tight joints are made on the threads Part 1 Dimensions, tolerances and designation (2005)

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1109-2	Pipe threads where pressure-tight joints are made on the threads Part 2 Verification by means of limit gauges (2005)
1123	Pipe flanges (2007)
1283	Modified polyvinyl chloride (PVC-M) pressure pipe and couplings for cold water services in underground mining (2002)
1529-1	Water meters for cold potable water Part 1 Metrological characteristics of mechanical water meters of nominal bore not exceeding 100mm (2006)
1529-3	Water meters for cold potable water Part 3 Physical dimensions (2006)
1529-9	Water meters for cold potable water Part 9 Requirements for electronic indicators used with mechanical water meters, electronic water meters and electronic prepayment water measuring systems (2007).
1808-18	Water supply and distribution system components-PVC-U Gate valves (2004).
1882	Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames (2003)
10112	The installation of polyethylene and poly(vinyl chloride)(PVC-U and PVC-M) pipes - 2003
14236	Plastic pipes and fittings - Mechanical-joint compression fittings for use with polyethylene pressure pipes in water supply systems (200)

These Specifications are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:

1 Dr Lategan Road
Groenkloof
PRETORIA

Postal Address:

Private Bag X191
PRETORIA
0001

Telephone:

National: (012) 428 7911
International: + 27 12 428 7911
Email: sales@sabs.co.za

Telefax:

National: (012) 3441568
International: + 27 12 344 1568

PS4.1.3 Other Standards

Other Standard Specifications for applicable to this Contract shall be:

- ASTM C.309 Type 1 (Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete)
- South African Road Traffic Signs Manual, Chapter 13.
- ASTM C150/C150M-09 Standard Specification for Portland Cement.
- ISO 2531 (1998) Ductile iron pipes, fittings, accessories and their joints for water or gas applications.

PS4.1.4 Particular / generic specifications

PS4.1.4.1 Minimum health and safety requirements

This section of the specifications is to be read in conjunction with *PS5.2 Health and Safety*. The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

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PS4.1.4.1.1 Road safety equipment

Work units or teams shall be provided with:

- an amber-flashing beacon, which shall comply with and be operated in accordance with any governing road vehicle lighting regulations or similar.
- appropriate sized and quantity of road signs, including delineators and cones which shall be displayed at the works area in accordance with the South African Road Traffic Signs Manual, Chapter 13.**
- bright coloured overalls, fluorescent over-jackets and belts for each team member for use at all working times during the day or night.

PS4.1.4.1.2 Works site safety

The works are to be executed in areas with high volume pedestrian and vehicular traffic. The Contractor shall ensure that:

- the workspace required to successfully complete installations shall be kept at a minimum. Thus, plant and equipment not used is to be removed from the work site to minimize disruption to the customer, other traffic and the general public.
- the working area shall be free of debris when the Contractor leaves the site at the end of the day or each shift.
- open excavations, machinery and standing equipment are to be protected to ensure the safety and convenience of traffic, the general public or other at all times.

PS4.1.4.2 Metric measurement

All survey recorded dimensions of infrastructure shall be in metric units, including for conduits, chambers.

PS4.1.4.3 Supplementary Material

PS4.1.4.3.1 HDPE pipes

Pipe shall conform to the following:

- Pipe shall only be black.
- Colour shall homogeneous throughout.

PS4.1.4.3.2 Pipe handling and storage

Pipe shall be handled and stored in accordance with manufacturer's specifications and these specifications, including:

- Pipes shall be stored on flat level ground or the storage base shall be made level to ensure pipes are stacked level and vertical. Pipes shall be kept securely anchored to prevent movement using timber, timber wedges or sand bags. Pipes shall be placed on timber bearers not more than 1.5m apart. Where pipes are stacked, timber bearers shall be placed between each layer of pipes. It shall also be ensured that the weight of upper units do not cause deformation to pipe in lower units.
- Plastic pipes shall be stored away from contact with chemicals or ground contaminated with chemicals.
- Care shall be taken to prevent scoring and scratching of plastic pipes.
- Rubber rings for pipe joints shall be stored in a cool area, preferably 20°C or less and away from direct sunlight. They shall be protected to ensure that there is no contact with petroleum products. SBR rings shall also be stored away from sources of ozone such as fluorescent lights and electric motors.
- Plastic pipes, and steel pipes with bituminous coatings shall be stored in a shaded area at all times. Where permanent storage structures are not available, pipes shall be stored under shade-cloth canopies manufactured from shade-cloth with shade cover rated at a minimum of 80%, protecting the pipes from direct sunlight from all angles.

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PS4.1.4.3.3 Inspection of pipes and fittings

Pipe components shall be checked for damage and flaws immediately before installation, where:

- a) plastic pipes and fittings shall be checked for gouges, cracks, holes, flattening and indentations.
- b) rubber rings shall be checked for tears or any other damage or flaws before making each joint.

Damaged or flawed pipes and fittings shall only be used if approved by the Engineer. Pipes and fittings considered unsuitable for use by the Engineer shall be removed from the site at the Contractor's expense. The Engineer may approve the repair of any damage where the pipe or joint may be repaired without affecting its performance.

PS4.1.4.3.4 Cutting of plastic pipes

- a) Pipes shall at all times be cut square to the barrel of the pipe. For:
 - i) rubber ring and solvent cement jointed pipe, the deviation from square shall not be in excess of 5mm.
 - ii) butt or electro-fusion jointed PE pipes the deviation from square shall not be in excess of 1mm.
- b) Jagged edges shall be removed from pipe ends.
- c) Cut edges of rubber ring or solvent cemented plastic pipes shall be bevelled in accordance with the manufacturer's instructions.

PS4.1.4.3.5 Acceptability of cuts or gouges

Cuts or gouges that reduce the pipe wall thickness in excess of 10% is not acceptable and shall be cut out and discarded (properly disposed from the site).

PS4.1.4.3.6 Spoiling of material

No indiscriminate spoiling of material by the Contractor shall be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor, deemed by the Engineer as compliant with legislative requirements.

PS4.1.4.4 Trenches

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will

- i) prevent damage occurring to the trenches or any other part of the Works;
- ii) prevent damage to or physical loss of the property of any person;
- iii) eliminate the risk of injury to any person;

during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent reopening of the trenches, e.g. after the holiday period shall be for the Contractor's account.

Where the Contractor is required to trench across roads, he shall accommodate the traffic with appropriate detours, deviations, signage and flagmen to comply with all relevant safety standards. The Contractor shall liaise with the local traffic department and relevant authorities before drawing up a proposal for the accommodation of traffic which he shall submit to the Engineer for approval. No work on the road or accommodation of traffic may commence until the Engineer has approved the proposal.

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PS4.1.4.5 Contractor's office and storage area

The Contractor will be responsible for the management and administration of new prepaid domestic water meters and meter related material required during the Project duration – including the ordering of materials, invoicing verification, asset control and dispatching.

The Contractor will further be responsible for the management and administration of removed conventional water meters during the Project duration – including asset control and dispatching to Midvaal Local Municipality Engineering Services once (1) monthly.

The Contractor will operate and maintain a fully equipped auditable meter store within the limits of Midvaal Local Municipality from where new prepaid domestic water meters and removed conventional meters and meter materials will be stored. Bidders shall allow for a safe enclosed store facility of 150 - 200 m² in size per area. A high level of security shall be maintained at all times and adequate insurance shall be in place to cover the stock being kept at any time.

The Contractor will be fully accountable for the materials booked into their stores and the costs for any loss or damage will be incurred by the Contractor.

All the meter and meter installation materials kept at the Contractor store's booked-in history must be recorded in a stock database with a date and time recording – this is to ensure that the First In First Out (FIFO) principle as prescribed in the Municipal Financial Management Act (MFMA) is adhered to at all times.

The meter store shall be located within the area of appointment. Bidders shall allow for a safe enclosed store facility of 150 - 200 m² in size per area.

The Contractor shall locate his own temporary stockpiling and spoil sites. The sites shall be approved by the Engineer before being used by the Contractor.

PS4.1.4.6 Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control System and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

PS4.1.4.7 Causes of rejection

Causes for rejection shall include but not be limited to not complying with the Employer's requirements and/or specifications and the intended purpose for this Contract.

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PS4.1.4.8 Additional requirements for construction activities

- The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the engineer to bring the Works to a stop until the road signs, etc, have been repaired to his satisfaction.
- The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).

PS4.1.4.9 Community liaison and community relations

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 32 of the Service Level Agreement.

PS4.1.4.10 Measurement and payment in respect of the project specification

Measurement and payment shall be made strictly in accordance with the pay items in the Bill of Quantities. The cost of any item of work required but not separately scheduled shall be deemed to be included in the items of work.

PS4.1.4.11 Sub-contractors

All matters pertaining to sub-contractors (including Nominated Sub-contractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any sub-contractors nor will he issue instructions concerning the subcontract Works directly to any sub-contractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the sub-contractors and the Engineer will not become involved.

PS4.1.4.12 General product requirements

PS4.1.4.12.1 Local content

Preference shall be given to materials fully manufactured in South Africa with South African raw materials.

PS4.1.4.12.2 Site service

The manufacturer shall be expected to supply samples free of any other additional charge, and the services of a qualified technical representative on all of the building sites pertaining to the particular

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contract in order to train the placing team in the correct application methods of the product during initial placing upon 1 weeks' notice.

Circumstances may necessitate follow-up inspections.

PS4.1.4.12.3 References

The Contractor shall submit names and locations of projects in South Africa where the offered product has been in successful use for a period of at least five (5) years under similar conditions and at similar rates. The Contractor shall:

- i) make arrangements with the project owners for access for such visits, if the Engineer or his duly authorized representative wish to inspect such reference project sites.
- ii) provide an acceptable alternative at the same accepted financial rate of the original proposed product, should the Engineer or his duly authorized representative find the product unacceptable.

PS4.1.4.12.4 Approved products

Only products that have been tested and which have been approved by the SABS shall qualify.

PS4.1.4.12.5 Application rates

As specified by the manufacturer.

PS4.1.4.12.6 Control testing

The Contractor shall be required to conduct control testing as and when requested by the Engineer or his duly authorized representative, proving the quality of the product used.

PS4.1.4.13 Specific work-related instructions

PS4.1.4.13.1 Locating of services

The Contractor shall locate all services, known and unknown, within the vicinity of the ordered Works, using specialist equipment and if required exposing such by means of hand excavation. This shall be limited to where ordered Works may result in damage of such services, typically as may be the case with the installation of a new meter and/or fitting or repositioning of an existing meter and/or fitting.

PS4.1.4.13.2 Excavation

All meter and fitting excavations shall be with SANS 1200DB but performed by hand, unless the Contractor can demonstrate to the satisfaction of the Engineer or his duly authorized representative that hand excavation is impossible and/or impractical.

PS4.1.4.13.3 Replacement of a conventional water meter assembly and box with a prepaid domestic water meter

(a) Conventional meter located outside of consumer's yard

Removal of an existing conventional meter located outside of a consumer's yard shall occur where such has been identified by the Employer and the Contractor ordered to execute its replacement with a prepaid, AMR compatible water meter within a consumer's yard. The Works shall include removing the conventional meter and replacing the connection with a straight pipe. The new prepaid domestic water meter will then be installed within the yard.

New and existing pipe(s) and fitting(s) at old and new water meter location shall be properly bedded as per SANS 1200LB on a Class B bedding and excavations shall be backfilled and compacted to minimum 90% MOD AASHTO.

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Testing of the complete section of erf and/or yard connection affected by the ordered Works shall be in accordance to SABS 1200L sub-clause 7.3.

(b) Conventional meter location with consumer's yard

In-situ replacement of an existing conventional meter located inside a consumer's yard shall occur where such has been identified by the Employer and the Contractor ordered to execute its replacement with a prepaid, AMR compatible water meter. The Works shall include removing the conventional meter, cleaning existing pipework and fittings and installation of a prepaid domestic water meter. All other fittings on the customer side of the meter shall be left undisturbed.

New and existing pipe(s) and fitting(s) shall be properly bedded as per SANS 1200LB on a Class B bedding and excavations shall be backfilled and compacted to minimum 90% MOD AASHTO.

Testing of the complete section of erf and/or yard connection affected by the ordered Works shall be in accordance to SABS 1200L sub-clause 7.3.

(c) New installation of prepaid domestic water meter

The new installation of a prepaid domestic water meter shall occur where such has been identified by the Employer and the Contractor ordered to execute the installation of a prepaid, AMR compatible water meter within a consumer's yard.

New and existing pipe(s) and fitting(s) shall be properly bedded as per SANS 1200LB on a Class B bedding and excavations shall be backfilled and compacted to minimum 90% MOD AASHTO.

Testing of the complete section of erf and/or yard connection affected by the ordered Works shall be in accordance to SABS 1200L sub-clause 7.3.

PS4.1.4.13.4 Return of removed conventional meters and fittings

On completion of the ordered Works, the Contractor shall return all removed conventional meter and/or fittings to Midvaal Engineering Services on a monthly basis.

PS4.1.4.13.5 Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

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PS4.1.4.13.6 Avoidance of contamination

The Contractor shall:

- a) take reasonable care to avoid contamination of the mains whilst works are executed.
- b) not stack pipes in the street or stormwater channels or surface watercourses or such place that may result in its contamination.

The open ends of all new pipes shall be protected to prevent entry of foreign materials or particles to the satisfaction of the Engineer or his duly authorised representative, until such pipes are connected to the existing operational main or lead and commissioned.

PS4.1.4.13.7 Damage to persons and property

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or his agents, employees, servants or sub-contractors in the execution of the Contract. The provision of this clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The right of the Employer to construct the Works or any part thereof on or through any land.
- b) Interference whether temporary or permanent with any right of water or other easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- c) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

PS4.1.4.13.8 Interference with property access and traffic

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

PS4.1.4.13.9 Encountering of water during operations

The Contractor is to provide and maintain a water removal system that has sufficient capacity to remove all encountered water, during Works operations. Such system(s) shall ensure that soil particle removal is kept at a minimum

PS4.1.4.13.10 Contractor to keep site clean

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any rubbish or Temporary Works no longer required.

PS4.1.4.13.11 Clearance of site on practical completion

On the practical completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the

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whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer or his duly authorized representative.

All excavations shall be backfilled and compacted to minimum density of 95% MOD ASSHTO, unless otherwise instructed by the Engineer or his duly authorized representative.

PS4.1.4.13.12 Testing

Testing of the various parts of the works shall be in accordance to the relevant standard specifications, or as required by the material manufacturer.

PS4.1.4.13.13 No disturbance

The Contractor shall be required to perform Works at all surface boxes and chambers with limited and approved disturbance to the existing service provision.

PS4.1.4.13.14 Preservation of trees

Special care shall be taken that no trees are removed without the written consent of the Engineer or Engineer's Representative and that no damage is caused to other trees during construction.

PS4.1.4.13.15 Designated Borrow Pits

No designated borrow pits will be used under this Contract.

PS4.1.4.13.16 Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, (Act 85 of 1993 and Act 181 of 1993) and Construction Regulations, 2003 (the Regulations) as promulgated in Government Gazette No 25207 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which is bound in the Project Document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the Regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or Regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Regulations.

PS4.1.4.13.17 Environmental Management Plan

The Contractor shall at all times be responsible for full compliance with the Environmental Management Plan and no extension of time will be considered for delays due to non-compliance with the abovementioned plan.

Non-compliance with the Environmental Management Plan, in any way whatsoever, will be adequate reason for suspending the Works.

PS4.1.5 Variations and Additions To Standardised Specification

Variations and additions to SANS 1200 Standardized Specifications are given in PORTION 2.

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PS4.2 Plant and Materials

PS4.2.1 Plant and materials supplied by the Employer

The Contractor is required to provide all plant and materials necessary to carry out the works as specified and required. No additional allowances other than those already specified in the Bill of Quantities shall be allowed for with respect to plant and materials.

PS4.2.2 Materials, samples and shop drawings

PS4.2.2.1 Samples

Materials or work which does not conform to the requirements submitted in terms of **Error! Reference source not found.** will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause **Error! Reference source not found.**, be for the Contractor's account.

PS4.2.2.2 Drawings

PS4.2.2.2.1 Tender Drawings issued

The Tender Drawings for this Contract contained in this document.

PS4.2.2.2.2 Figured Dimensions to Be Used

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor provide such dimensions as may have been omitted from the Drawings.

PS4.2.2.2.3 As-Built/Record Drawings

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

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PS4.3 Construction Equipment

See clause PS4.2.

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PS4.4 Existing Services

The Contractor:

- a) Must make provision for the possible existence of numerous services (e.g.: Stormwater, Sewer, Eskom, Rand Water, Telkom, and the like) within and in close proximity to the work areas.
- b) Is to obtain way leaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the way leaves received from the various service providers.
- c) Is to ensure the protection and integrity of all existing services exposed and encountered through the course of construction activities. Adequacy in terms of protection of existing services shall be at the discretion of the Engineer. The Contractor is to make good the protection of and any breakages to existing services. The Contractor is to record on as built drawings the location of existing services or services which have been relocated during Contract Period.
- d) Must inform the Midvaal Local Municipality immediately (within 2 hours of incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown).
 - a. *Known Service*
The Contractor shall be held responsible for any damage to street or road surfaces, kerbing, storm water drainage channels (gutters), existing utilities, etc that result from his negligence during the implementation of all works and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval. The Contractor shall repair, at his cost, any damage resulting there from, which shall be subject to approval by the owner of such asset and the Engineer or his duly authorized representative.
 - b. *Unknown Service*
As soon as any underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor shall be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the cost of making good such damage shall be met by the Employer unless he establishes that the Contractor did not exercise reasonable diligence and that the damage was avoidable.
- e) Is responsible to provide his own equipment in order to determine the location of existing services. There are existing underground electrical cables in the streets and on the erven. The positions of the cables are not accurately known, therefore the Contractor will be required to procure and use specialized detection equipment to locate the cables. When the Contractor is required to connect to existing services these must be located without being damaged.

NOTA BENE: Drawings indicating other existing services in the vicinity of the Works are not guaranteed as being accurate, as all other services may not have been recorded or properly recorded. It shall remain the responsibility of the Contractor to perform preoperational work, to locate existing services in advance of the commencement of the Works.

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PS4.5 Site Establishment, facilities available and required

As the works areas are diverse and spread throughout Midvaal Local Municipality, no provision has been made for site establishment. Storage and transport of fittings, materials and equipment shall be the responsibility of the Contractor (refer to PS4.1.4.5).

PS4.6 Site usage

Site usage shall be limited to hours as specified in the Contract Data.

PS4.7 Permits and way leaves

The Contractor shall be required to obtain permits and wayleaves from all the applicable service providers within the jurisdiction of the Midvaal Local Municipality, thus including the following services: roads and stormwater Department, bulk water supply (Rand Water), electricity (Eskom), gas, telecommunications (Telkom), and the like.

The Engineer shall assist the Contractor to obtain clearance from the various departments with services that are likely to be affected by the Contract. It is, however, the Contractor's responsibility to obtain final permit and wayleave approval according to applicable procedures and specifications.

PS4.8 Alterations, additions, extensions and modifications to existing works

The Contractor is to verify that the serial numbers of the meters located correspond with that on the job card issued by the Employer, if the serial number is found to differ, the Contractor shall immediately notify the Engineer and await further instruction.

PS4.9 Inspection of adjoining properties

The Contractor shall carry out inspections and evidence collection, as he deems appropriate, of properties adjoining the works to ensure that in the event of a claim arising from any of the owners of the adjoining properties for damage to property and the like, the Contractor has substantial evidence to support or refute such claims. The Contractor accepts full liability and responsibility for damage which he causes to adjoining properties as well as any costs involved in refuting or processing such claims.

PS4.10 Water, sanitation and electricity for construction purposes

No site facilities are required under this Contract, thus the Contractor shall make his own arrangements for the provision of all water, sanitation and electricity for construction works for the duration of the contract period to successfully execute the works.

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PS5 MANAGEMENT

PS5.1 Management of the Works

PS5.1.1 Applicable SANS 1921 standards

Applicable SANS standards

- a) The following SANS 1921 Construction Works standards and associated specification data are applicable:
- i) SANS 1921-1 : General
 - ii) SANS 1921-2 : Accommodation of traffic on public roads occupied by the Contractor
 - iii) SANS 1921-4 : Third party management support
 - iv) SANS 1921-5 : Earthworks activities which are to be performed by hand
 - v) SANS 1921-6 : HIV/AIDS Awareness
- b) The specification data applicable to the SANS 1921 standards referred to in a) are as follows:

Clause	Specification Data: (SANS 1921 – Part 1: General engineering and construction works)
4.1.1 d)	<p><u>Supply of Materials</u></p> <p>All material to be used in the Works is to be supplied by the Contractor. All materials shall bear the SANS approved stamp.</p> <p>The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.</p> <p>Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.</p>
4.1.1 f)	<p><u>Accommodation of traffic on public roads occupied by the Contractor</u></p> <p>The Contractor is responsible to incorporate all safety measures to ensure that the travelling public commutes with minimum inconvenience and maximum safety.</p> <p>The Contractor will be responsible to ensure that at all accesses to erven are open for traffic at any time. The Employer's Agent approval from the relevant traffic departments should be obtained before any section of a street can be partly closed for traffic. Some of the smaller streets can be closed for traffic but the Contractor should make sure that every homeowner should have access to his or her respective house. The roads engineer from the province must be notified before work on the provincial road commences.</p>

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Clause	Specification Data: (SANS 1921 – Part 1: General engineering and construction works)
4.1.2	<u>Permits</u> The Contractor is responsible to obtain any necessary permits relevant to the location Works and / or the requirements of the Employer. The Contractor is responsible for obtaining all the necessary permits and wayleaves to work alongside and within close proximity of existing services.
4.1.7	<u>Drawings</u> The Contractor will be issued a full set of construction drawings by the engineer.
4.2.1	<u>Design Activity Matrix</u> The responsibility strategy assigned to the Contractor for the Works B.
4.3	<u>Organise Works and Delay(s)</u> The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Employer's Agent to order the Contractor to expedite the work should the work, in the opinion of the Employer's Agent, not progress in a satisfactory way.
4.3	<u>Methods and procedures</u> The Contractor shall deploy the required methods and procedures during the phases of this contract to keep the progress of the Works within standard delivery time. All construction methods and procedures will be monitored by the Engineer.
4.4	<u>Quality plans and control</u> The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control System and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

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Clause	Specification Data: (SANS 1921 – Part 1: General engineering and construction works)
4.6	<u>Management and Disposal of Water</u> The Contractor shall pay special attention to the management and disposal of water, groundwater and rainwater on the site. It is essential that all completed Works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the Works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.
4.10.4	<u>Spoil and Borrow Material</u> No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled at sites to be indicated by the Employer's Agent. Should it be necessary for importation of materials from a designated borrow area, it will be the responsibility of the Contractor in liaising with the relevant landowners for approval of access and obtaining of material.
4.11	<u>Testing, completion, commissioning, and correction of defects</u> The Contractor must allow in his tender for all tests and corresponding services that are required from him. The Contractor must be able to provide quality results to the Engineer as proof of compliance to the specifications.
4.14	<u>Site Facilities Available</u> The Contractor must make his own arrangements for provision of fresh water, electricity and other services on site for domestic and construction purposes.
4.17	<u>Existing Services</u> The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.
4.18	Health and Safety <u>General statement</u> It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993 as promulgated in Government Gazette No 25207, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works. For the purpose of this contract the Contractor is required to confirm his status as mandatory and Employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part C1.

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Clause	Specification Data: (SANS 1921 – Part 1: General engineering and construction works)
4.18	<u>Health and Safety Specifications and Plans</u> (a) <u>Employer's Health and Safety Specification</u> The Employer's Health and Safety Specification is included in the tender documents. (Refer to section C under Part C3.4)
4.18	(b) <u>Contractor's Health and Safety Plan</u> The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer. The Contractor shall submit his Health and Safety Plan to implement for the execution of the work under the Contract. The Health and Safety Plan must at least cover the following: <ul style="list-style-type: none"> (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28; (ii) pro-active identification of potential hazards and unsafe working conditions; (iii) provision of a safe working environment and equipment; (iv) statements of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5); (v) monitoring health and safety on the site of Works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction Works in terms of Regulation 6 and other applicable regulations; and (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.
4.18	<u>Approval of Contractor's Health and Safety Plan</u> The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's Agent written approval of his Health and Safety Plan.
4.18	<u>Compliance with Safety Plan</u> The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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4.18	<p><u>Cost of compliance with the OHSA Construction Regulations</u></p> <p>The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.</p> <p>No extension of time will be considered nor shall it be used as basis to any claim for costs or delays due to:</p> <ul style="list-style-type: none"> • failure to obtain approval for the Contractor's Health Safety Plan, • non-compliance with Regulations; and/or • non-compliance with the Health and Safety pan.
4.18	<p><u>Construction In Confined Areas</u></p> <p>It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling Works will have to be performed in a small ($\pm 1,0$ m width) working space. The method of construction in these confined areas largely depends on the Contractor's constructional equipment. The Contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.</p>
4.18	<p><u>Protection of the public</u></p> <p>The Contractor shall at all times take precautions where it may reasonably be expected that conditions pose a threat to the safety of the general public. The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the works, e.g. by temporary barricades and/or fencing.</p>
4.18.2	<p><u>Barricading & Lighting</u></p> <p>The Contractor will also be responsible to deploy the necessary personnel, road signs, barricades and any other warning devices to establish the required traffic control facilities and to eliminate hazardous road conditions.</p> <p>There shall be no separate payment for watching, barricading, lighting and costs for such must be included in the rates for the Works scheduled.</p>
4.18	<p><u>Measures against disease and epidemics</u></p> <p>The Contractor should take all reasonable steps to safeguard the site against the spread of disease and epidemics.</p>

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4.18	<u>Aids awareness</u> The Contractor should acquaint himself with local aids awareness campaign and in conjunction with said awareness campaigns educate and inform all labours employed on this project.
4.19.1	<u>Environment</u> The Contractor should execute all construction activities so as to minimize or prevent a negative impact on the environment. The Contractor should familiarise himself with the area under construction and should take the necessary precautions to minimize any form of pollution and inconvenience to the surrounding area and / or public that might arise due to the execution of the works.

PS5.1.2 Planning and programming

a) Planning

The Contractor shall ensure that he:

- 1) avails resources as required to efficiently complete each Works order; and
- 2) delivers good and services timeously as not to unnecessarily delay any other Contractors, service providers and suppliers.

b) Programming

In order to ensure a clear understanding, at the inception of each Works Order, of the programming and documentation format requirements, the Contractor shall appoint a project programmer/ planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract/Works Order Programme. The Contractor shall, however note that a MINIMUM of 20 meters are to be replaced per day, given the availability of work.

PS5.1.3 Sequence of the works

The sequence of Works to be executed shall be agreed between the Engineer and the Contractor.

Contractor shall address matters regarding the approval of his Health and Safety Plan, thereafter the Works shall commence.

PS5.1.4 Software application for programming

The construction programme shall be completed in Microsoft ® Project Standard 2007 (or later) or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

PS5.1.5 Methods and procedures

The methods and procedures for the execution of the Works shall be in accordance with the standard specifications and the variations and additions thereto.

PS5.1.6 Quality plans and control

The Contractor shall be required to provide and maintain a quality plan to ensure that the quality of all work components is of a high standard.

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PS5.1.7 Accommodation of traffic on public roads occupied by the Contractor

PS5.1.7.1 Accommodation of traffic

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with Chapter 13 of the South African Road Traffic Signs Manual.

PS5.1.7.2 Access to properties

The Contractor shall arrange with consumer's for access to their property for the installation or repair of the prepaid domestic water meter. Claims arising from impeded access shall be the responsibility of the Contractor.

PS5.1.8 Other Contractors on site

There may be other Contractors working within the same area. As such, the Contractor is required to make adequate allowances for such possibilities. No claims with respect to Works being carried out by other Contractors shall be entertained by the Engineer.

PS5.1.9 Testing, completion, commissioning and correction of defects

The onus is on the Contractor to produce goods and services which shall conform in quality and in accuracy of detail to the requirements hereinafter specified. The Contractor must clearly understand that it is not the duty of the Engineer or his representative to act as foreman or surveyor on the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all transport, instruments and equipment for supervising, checking and controlling the work.

The act of passing any completed work or accepting materials or goods for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material or goods shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The Contractor shall, when submitting any work to the Engineer for examination, satisfy himself by testing, measurement and otherwise as may be necessary that the work does in fact meet with the requirements of the Specifications. This information shall be submitted with the Contractor's request for examination and the Engineer shall be authorised to decide on the number and type of tests, measurements, etc. required to enable him to judge the quality of the work. The submission of this information shall in no way diminish the authority of the Engineer to conduct such tests as he may consider necessary in order to determine the quality of the work performed by the Contractor, nor shall he be bound to take account of the Contractor's tests, measurements, etc. should he consider these to be either incorrect or not representative.

Quality control and completion tests shall be in accordance with the relevant standard and amended specifications and additional specifications.

PS5.1.10 Extension of time due to weather conditions

No extension of time shall be granted on this project due to poor weather conditions. Job cards are to be returned by no later than the day following completion of the works for the specific job card, and the Contractor shall be penalised for each job card which is not returned to the Employer by the Contract Completion date.

PS5.1.11 Format of communications

All communication shall be in writing and any verbal agreements shall only be binding once confirmed and agreed to in writing. Communication via email is acceptable.

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PS5.1.12 Key personnel

The Contractor is to provide the Curriculum Vitae's of key personnel to be employed on the project as well as the person's position and responsibilities within the project team.

The Contractor shall provide the following minimum key staff:

- a) Qualified Registered Professional Civil Engineer/Engineering Technologist
- b) Engineer/Engineering Technologist
- c) Civil Technician
- d) Qualified Plumber
- e) Assistant Plumber/ Meter Inspector QA
- f) GIS Technician/ Information Technologist /Data Analysis Manager
- g) Admin Clerk
- h) Data Capturer
- i) Store Man
- j) Store Assistant

PS5.1.13 Stand-by Service

The Contractor shall provide a standby service with regards to any section of work covered by this contract, as and when specifically required by the Employer.

The standby service will include works to be carried out, outside the normal working hours (16h30 to 21h00) on Mondays to Fridays of any week, or on Saturday and Sundays (09h00 to 16h00) and applicable public holidays (09h00 to 16h00) of any week, or during the year end builder's break as instructed and approved by the Employer.

The standby service shall have access to sufficient resources (transport, labour, plant and material) to effect repairs at any time during the day or night. The Contractor shall for the duration of the contract provide a standby service as stated above for making safe, maintaining or repairing any section of work covered by this contract which was done as part of standby.

Standby services will be paid under Preliminary and General of the Bill of Quantities, including all allowances and overtime payable to staff, and the physical work done under standby time can be claimed under the related Bill items in the contract.

The Contractor shall provide the Employer with an effective means of contacting the standby personnel. Details of the standby services are to be forwarded to the Employer for approval within 10 calendar days of the award of the contract.

The Employer shall be entitled to suspend all work under the contract if in his opinion the standby service is inadequate.

PS5.1.14 Management meetings

Weekly progress meetings shall be arranged and facilitated by the Engineer. Senior Contractor management staff attendance shall be compulsory.

The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

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PS5.1.15 Forms for contract administration

The Contractor shall maintain a file which shall contain project information related to project progress, resources (human, plant and equipment), community issues, environmental, health and safety aspects, penalties imposed, claims lodged and outcomes, disputes and resolutions, payment and variations.

PS5.1.16 Electronic payments

The Contractor must submit all bank details to the Engineer, so that the Client could effect payments electronically.

PS5.1.17 Daily records

The Contractor shall keep daily site records as required by the Engineer or his representative and as specified herein. Daily records shall include, labour, plant, materials, rainfall, environmental issues, health and safety issues, daily diary and the like. Such records are the property of the Employer and shall be made available to the Engineer or his representative within 24 hours from being requested to do so.

PS5.1.18 Bonds and guarantees

The Contractor shall within 21 days from the date of Offer Acceptance by the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Tender Documents. The Bank Guarantee shall be for an amount equal to ten percent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all the Contractor's obligations under the Contract. No Extension of Time or any variation of the Contract nor the determination of the Contract by the Employer shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond. The cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion of the Works.

Should the Contractor, when notified of the acceptance of his offer, fail to provide an approved Surety Bond within 21 days, then the Employer may, at his sole discretion:

- a. Grant the Contractor a further reasonable period in which to provide the bond; or
- b. Withdraw his acceptance of the tender in which case the Contract shall be deemed to be void, but without prejudice to the Employer's rights to recover whatever damages he may have suffered by virtue of the Contractor's failure to fulfil his obligations.

PS5.1.19 Records and reporting

PS5.1.19.1 Job cards

The Contractor shall accurately maintain and complete a job card management sheet in soft and hard copy format for all ordered Works. The execution and management of job cards shall at a minimum allow for:

- a) **Starting:** Contractor shall receive job cards from the Employer or Employer's Representative. An example of the job card issued by the Employer is shown in **FIGURE PS5.1.19.1.1**. Upon receipt the Contractor shall verify that all issued job cards have been received, and indicate such in the space provided.
- b) **Executing the Works:** The Contractor shall commence with executing the works. Where a job card is returned to the Employer with works incomplete and requiring further instruction by the Contractor, the Employer shall investigate, and where applicable re-issue the job card with updated details or issue a new job card to the Contractor who shall accordingly verify and sign receipt of the re-issued or new job cards. The Contractor shall proceed to execute the works as issued with the updated or new job card.

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Without a written works order, the Contractor works at his own risk.

- c) **Completing the Job Card and Job Card Management Sheet:** Upon completion of the ordered works, a high-quality scanned copy of the job card together with an electronic Job Card Management Sheet shall be emailed to the Employer or Employer's Representative the day after the works are completed, who shall verify and acknowledge receipt of all returned job cards. The Contractor shall further indicate whether the issued works have been completed, and *if not* clearly state the reason(s). An example of the job card issued by the Employer and the job card management sheet is shown in **FIGURE PS5.1.19.1.1** and **FIGURE PS5.1.19.1.2** respectively.

A complete copy of the job card management sheet for the month's job cards completed within the month shall be submitted with the monthly report, in addition to maintaining a copy on record for the duration of the Contract Period, including and up to the end of the contractual defects and liability period. On request a copy shall be made available to the Engineer or his duly authorised representative within 24 hours of request therefore at no cost to the Employer or Engineer.


The soft copy version shall be prepared in Microsoft Excel 2007 or a compatible version or compatible software.

NOTA BENE: *The status of works for specific job cards in the job card management sheet shall be captured in a horizontal manner, i.e. the sequence of events (issuing of job cards to Contractor, returning to Employer etc.) shall be entered and captured in the sheet from left to right. The job card reference number (generated by the Employer) shall be entered only once in the sheet and no duplicates shall be allowed. Failure to return any job card or meter change over sheet, shall forfeit payment due to the Contractor for the executed works related to that job card.*

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FIGURE PS5.1.19.1.1 JOB CARD EXAMPLE

 <p>MIDVAAL LOCAL MUNICIPALITY</p>	<p>JOB CARD: DOMESTIC WATER METERS Contract no.: XXX Project: Supply, Installation, Maintenance and Management Of Prepaid Meters For Three Years (As-And-When)</p>	<p>JOB CARD NO.: X XX XXXX</p>
<p>Contractor: _____ XXX</p>		<p>Meter Fault: _____ XXX</p>
<p>Stand no.: _____ XXX</p>		<p>_____ XXX</p>
<p>Address: _____ XXX</p>		<p>_____ XXX</p>
<p>Suburb: _____ XXX</p>		<p>Action: _____ XXX</p>
<p>Consumer Name: _____ XXX</p>		<p>_____ XXX</p>
<p>Consumer Contact Number: _____ XXX</p>		<p>_____ XXX</p>
<p>EXISTING (OLD) METER INFORMATION</p>		
<p>Meter Serial No.: _____ XXX</p>		<p>Meter Size: _____</p>
<p>Meter Reading: _____</p>		<p>Meter Type: _____</p>
<p>Meter Make: _____</p>		
<p>NEW METER INFORMATION</p>		
<p>Meter Serial No.: _____</p>		<p>Meter Size: _____</p>
<p>Meter Reading: _____</p>		<p>Meter Type: _____</p>
<p>Meter Make: _____</p>		
<p>GPS Coordinates: _____</p>		
<p>Description of work done (tick):</p>		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Installed prepaid meter inside consumer's yard and removed conventional meter. Distance of relocation from specified connection: _____m </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Installed prepaid water meter inside consumer's yard Distance of relocation from specified connection: _____m </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Installed UIU and delivered operating instructions to consumer </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Repair leak at prepaid meter unit </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Repair of leak at connection to main line </div> <div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Relocation of existing prepaid meter assembly Distance of relocation: _____m </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Provision and installation replacement of stop-cock/isolation valve </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Provision and installation of meter components : <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <input type="checkbox"/> Provision and installation of replacement strainer <input type="checkbox"/> Provision and installation of automatic valve components <input type="checkbox"/> Provision and installation of replacement battery <input type="checkbox"/> Provision and Replacement of Meter Box Alone </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> Tampering alarm response </div> <div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Inspection only </div>	
<p>Supervisor Remarks:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		<p>Supervisor Signature:</p> <p>By: _____</p> <p>Date: _____</p> <p>Time: _____</p> <p>Signature: _____</p>

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FIGURE PS5.1.19.1.2 EXAMPLE OF JOB CARD MANAGEMENT SHEET

JOB CARD NO.	DATE RECEIVED	TIME RECEIVED	CONTRACTOR	STAND	ADDRESS	SUBURB	CONSUMER NAME	CONSUMER CONTACT NUMBER	METER FAULT	METER ACTION	OLD METER NO	OLD METER READING	OLD METER MAKE	OLD METER SIZE	OLD METER TYPE	NEW METER NO	NEW METER READING	NEW METER MAKE	NEW METER SIZE	NEW METER TYPE	GPS LAT	GPS LON	DESC OF WORK	REMARKS	BY	DATE COMPLETED	TIME COMPLETED
XXX1																											
XXX2																											
XXX3																											
XXX4																											
XXX5																											
XXX6																											
XXX7																											

PS5.1.19.2 Job card limitations

The Contractor shall note that the job cards received from the Employer may be limited in the following:

- The Contractor shall do everything possible to locate the meter (if applicable to the works instruction) and the address specified;
- Property stands may be subdivided; and
- Meter serial numbers provided by the Employer on the job card may not be captured 100% correctly.

Thus, the Contractor shall notify the Employer on discovering of such discrepancies.

PS5.1.19.3 Photographs

A copy of the photographs for all completed ordered Works shall be submitted with the monthly report, whilst maintaining another copy on record for the duration of the Contract Period, including and up to the end of the contractual defects and liability period. Further a copy of the photograph shall be made available to the Engineer or his duly authorised representative within 24 hours of request therefore at no cost to the Employer or Engineer.

- Critical required photographs:
 - Where conventional domestic water meters are located outside a consumer's yard, photographs shall be provided for:
 - Conventional meters to be removed, clearly showing the meter to be removed, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box) **before** removal;
 - The straight pipe replacement before surface reinstatement at the removed conventional meter location;
 - The surface re-installment at the removed conventional meter location;
 - The location of the prepaid water meter **before** installation of the meter; and
 - Prepaid meters **after** the installation has been completed inside the consumer's yard and after surface re-installment, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box).
 - Where conventional domestic water meters are located inside a consumer's yard, photographs shall be provided for:
 - Conventional meters to be removed, clearly showing the meter to be removed, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box) **before** removal; and
 - Prepaid meters after the replacement has been completed **after** surface re-installment, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box).

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- Where prepaid water meters require maintenance, photographs shall be provided for:
 - Prepaid meters, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box) **before** and **after** the commencement of any works (including surface re-instatement).
- Where new prepaid water meter installations are required, photographs shall be provided for:
 - The location of the prepaid water meter before installation of the meter;
 - Prepaid meter after the installation has been completed inside the consumer's yard and after surface re-instatement, particularly the serial number and meter reading, as well as immediate surroundings (approx. 2 m radius around the meter box).

b) Format and Quality

Photographs shall be supplied in digital format having a minimum resolution of 5 Mega Pixels each. The photos shall have sufficient exposure to present a clear image and accurate representation of the photograph matter.

c) Naming of photographs

Each photograph is to be named as follows:

- Project Number
 - Job card Reference Number (generated by the Employer)
 - Meter Type (Conv/Prepaid)
 - Stage of Works (Before/After)
 - "Pic"
 - Picture number of the sequence
- E.g. MLMXXX-2976830-Conv-Before-Pic-3.jpg

PS5.1.19.4 Reporting requirements

The Contractor shall submit to the Engineer reports as follows:

- a) monthly on or before the 25th of each month all successfully completed work instructions and AMR data collection, containing:
 - i) A full record of the Works completed within the calendar month in the format of the job card management sheet (**FIGURE PS5.1.19.1.2**);
 - ii) A full record of the AMR data collected through the walk-by and drive-by AMR data collectors; and
 - iii) A full record of the AMR data collected through the AMR fixed-network configuration.
- b) with his request for payment (invoice);
- c) Copies of minutes of meetings held with the contractors within the month should also be included;
- d) Report on the turn-around times of completed job cards;
- e) one hard format copy of each report (unless specified otherwise), respectively for use by the Engineer and the Employer, and
1 properly labelled CD containing all the identical submitted report information (as stated above) in electronic format.

PS5.1.19.5 Contractual sign-off

The Contractor shall ensure that all reports submitted to the Engineer or his duly authorised representative are formally signed-off by the most senior Contractor designated manager, preferably the Contract authorised signatory, as an indication that the report has been quality checked and information contained therein is an accurate account of the works executed.

No report shall be accepted for review and shall be considered incomplete by the Engineer or his duly authorised representative if it is not formally signed by the most senior Contractor designated manager.

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PS5.1.20 Response to tampering alarms

The Prepaid Metering/AMR System is required to indicate whether tampering with a prepaid water meter has been attempted (see PS2.6.3 Prepaid Metering/AMR System Requirements).

After a tampering alarm is received, the Contractor is required to investigate the prepaid meter to determine the status of the meter. If upon investigation it is suspected that the meter has been bypassed and/or the meter has been vandalised, the Contractor is to request a job card from the Employer to receive a job card number, capture meter details, obtain the required photographic evidence (PS5.1.19.3 Photographs) and report on as per 'PS5.1.19.4 Reporting Requirements'.

The Contractor is not permitted to repair and/or replace the suspected tampered meter until further instruction is commutated from the Employer under a new works instruction (job card).

PS5.1.21 Timeframes

PS5.1.21.1 Start-up of Contractor

The Contractor must be able to effectively execute all functions and activities as contained in the contract document as from two (2) weeks from date of appointment.

PS5.1.21.2 Working Days

The Contractor will be expected to adopt the official Midvaal Local Municipality working hours (07h30 to 16h00), excluding weekends and public holidays.

Additionally, the Contractor is required to have a team on stand-by on weekends, public holidays and during the contractor-annual December break to attend to urgent prepaid water meter maintenance queries.

PS5.1.21.3 Turnaround times and Penalties

"Turnaround time" - refers to the time allowed to complete a specific job instruction, commencing from the notification by the Engineer to the Contractor for the work to be done.

Penalties will be enforced as a deduction in money owed to the Contractor in terms of Penalty% of rate per turnaround time allocated to complete various categories of work. Contractor's should take note, the Midvaal Local Municipality shall without prejudice to any other method of recovery deduct the amount of Such Penalty Stipulation from any monies in his hands due or which may become due to the Contractor.

TABLE PS5.1.21.3: TURNAROUND TIMES PER WORKS ORDER

Time allocated will be measured from the time of job-card issue or formal instruction from the Municipality to the Service Provider.

Item No	Pricing Data	Task Description	Task Urgency	Time allocated
PS5.1.18.3.1	C2.1.6.3	Repair leak at prepaid meter unit. CONSUMER HAS NO WATER.	Urgent	4 workinghours
PS5.1.18.3.2	C2.1.6.4	Repair of leak at connection to main linefor prepaid water connections. CONSUMER HAS NOWATER.	Urgent	4 workinghours

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Item No	Pricing Data	Task Description	Task Urgency	Time allocated
PS5.1. 18.3.3	-	Interrupted water supply	Urgent	4 workinghours
PS5.1. 18.3.4	-	Inability to load vending token. CONSUMER HAS NO WATER.	Urgent	4 workinghours
PS5.1. 18.3.5	C2.1.6. 7	Provision and installation of meter components. CONSUMER HAS NOWATER.	Urgent	4 workinghours
PS5.1. 18.3.6	-	Inability to load vending token. CONSUMER HAS WATER.	-	24 hours
PS5.1. 18.3.7	C2.1.6. 3	Repair leak at prepaid meter unit. CONSUMER HAS WATER.	-	24 hours
PS5.1. 18.3.8	C2.1.6. 4	Repair of leak at connection to main line for prepaid water connections. CONSUMER HAS WATER.	-	24 hours
PS5.1. 18.3.9	-	Return of Job Cards	-	1 Day after completion of works approved by engineer
PS5.1. 18.3.10	-	Re-works	-	2 days
PS5.1. 18.3.11	C2.1.6. 7	Provision and installation of meter components. CONSUMER HAS WATER.	-	3 days
PS5.1. 18.3.12	C2.1.6. 1	Installation of prepaid water meter assembly and box	-	5 workingdays
PS5.1. 18.3.13	C2.1.6. 5	Relocation of existing prepaid meter assembly	-	15 workingdays
PS5.1. 18.3.14	C2.1.6. 6	Provision and installation replacement of stop-cock/isolation valve	-	15 workingdays
PS5.1. 18.3.15	C2.1.6. 8	Tampering alarm response	-	3 workingdays

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PS5.1.22 Payment certificates

Payment certificates shall be submitted to the Engineer, in the format required on a monthly basis.

PS5.1.23 Permits

Refer to PS 4.7.

PS5.1.24 Proof of compliance with the law

Contractor must comply with the applicable laws and regulations, e.g. Occupational Health and Safety Act, Labour Regulations and the other applicable and appropriate laws.

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PS5.2 Health and Safety

PS5.2.1 PARTICULAR SPECIFICATION PD: OCCUPATION HEALTH AND SAFETY

PS5.2.1.1 *Specification for occupational health and safety*

PD01 INTRODUCTION

The objective of this specification is to ensure that contractors entering in a contract with the Employer achieve an acceptable level of safety performance. This document forms an integral part of the contract and Contractors are should make it part of their contract with their sub-contractors and suppliers. Compliance to this document does not absolve the Contractor to comply with the minimum legal requirements and the Contractor remains responsible for the health and safety of his employees, in terms of the OHS Act (Act 85 of 1993 and Act 181 of 1993) and the Construction Regulations issued in pursuance of this Act (Government Gazette 25207 of 18 July 2003), or any amendment thereto.

PD02 SCOPE

This specification provides the requirements contractors have to comply with, in order to reduce the risk associated with accidents and incidents, to a level as low as reasonably practicable.

PD03 GENERAL HEALTH AND SAFETY PROVISIONS

PD03.01 Hazard Identification and Risk Assessment

Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least–

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

These risk assessments must be submitted to the Employer before mobilisation on site commences. Despite the pre-emptive risk assessments conducted, the Contractor is also required to conduct a baseline risk assessment. The pre-emptive assessments must be incorporated into the baseline risk assessment. All out-of-scope work must be associated with a pre-emptive risk assessment.

All employees must be trained in the risk assessments. Records of training must be kept for auditing purposes.

Contractors must ensure that all sub-contractors conduct risk assessments for their scope of work as well.

PD03.02 Legal Requirements

All Contractors entering into a contract with the Employer shall as a minimum comply with the requirements of the Occupational Health and Safety Act 85 of 1993 (OHS Act) and all associated regulations. An updated copy of the OHS Act and regulations shall at all times be available on site.

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In addition the contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Employer before work on site commences.

PD03.03 Structure and Responsibilities

The contractor shall appoint designated employees and competent persons as required by the OHS Act and the associated regulations. An organogram with potential candidates to be appointed in these positions must be submitted to the Employer.

The responsibilities and authorities must be documented as well as be communicated, agreed and with the appointees.

All appointments as required by the OHS Act and regulations shall be submitted to the Employer. A CV of the Contractors responsible person shall be submitted to the Employer for approval.

An organogram indicating all potential subcontractors of the main contractor must be submitted to the Employer. The contractor must appoint a suitably experienced safety officer. The appointment of this candidate is subject to the approval of the Employer's safety department.

PD03.04 Notification of construction work

As is required in the Construction Regulations, the Contractor shall notify the Provincial Director of the Department of Labour of the construction work to be done within 5 working days after the signing of the contract between the Employer and the Contractor. A copy of this notification shall be forwarded to the Employer for record keeping purposes.

PD03.05 Training, Awareness and Competence

All contractor employees must attend an induction session arranged by the contractor. The contractor is responsible for the development of a Contractor Project specific induction and training of his employees in this regard. Records of training must be kept for auditing purposes. All contractor employees must be trained in the risk assessments specific to their activities. Contractors must have a safety awareness scheme in place for all its employees. This scheme must be submitted to the Employer before work commences.

Contractors shall ensure that personnel appointed are competent and that all training required to do the work safely and as identified during the risk assessment process have been completed before the work commences. Copies of training records must be kept for auditing purposes.

PD03.06 Consultation and Communication

The contractor will be required to do site safety walks with the Employer on a frequent basis. Contractors are required to do Toolbox Talks with their employees at least on a weekly basis. Records of the toolbox talks should be kept for auditing purposes. Workers declarations must be signed by those attending the Toolbox Talks.

It is compulsory for the contract manager to attend all safety meetings that will be set in conjunction with the Employer. A list of these meetings and the frequency there-of will be agreed to by the Contractor and the Employer.

PD03.07 Operational Control

PD03.07.1 Personal Protective Equipment

Contractors are required to provide the necessary personal protective equipment (PPE) as identified in the risk assessments to reduce the risk associated with a particular activity to a level as low as

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reasonably practicable. All personnel shall as a minimum be required to wear the following PPE on any of the Employer projects:

- Protective overall; and
- Safety shoes.

PD03.07.4 Excavations

The contractor shall ensure that provision is made for barricading, shoring, dewatering and inspection of excavations. All requirements with regards to excavations as per the Construction Regulations shall as a minimum be complied with. Where excavations deeper than 1,5 m are made, this will be preceded by a method statement to be approved by the Employer. A permit will be issued by the Employer to the contractor to proceed with the excavation once the method statement and risk assessment has been approved.

PD03.07.5 Power tools and portable electrical equipment

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- Safe working procedures are applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

PD03.07.6 Work on electrical installations

Work on electrical installations shall only be executed by qualified and authorised personnel, as specified in the OHS Act and relevant regulations. Due regards have to be given to power lines and equipment operated by Eskom and or local authorities.

An electrical and mechanical lock-out procedure must be issued to the Employer before work commences for approval by the Employer.

PD03.07.8 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times.

Both the Employer and the Contractor have a duty in terms of the OHSA to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The public or visitors shall be briefed where practicably possible, through a health and safety induction meeting detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

PD03.08 Checking and Corrective Actions

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Contractors shall conduct internal audits and corporate safety audits on a monthly basis to verify compliance with their internal safety management system as well as the requirements of this specification. The Employer will accordingly conduct compliance audits on the requirements of this specification.

PD03.09 Incident Reporting & Investigation

All accidents and incidents must be reported to the Employer within 2 hours of occurrence. The contractor is responsible for ensuring that, where necessary, accidents and incidents are reported to the Department of Labour.

All incidents must be investigated by the Contractor and a formal incident investigation report must be submitted to the Employer within 7 working days of the incident occurring. The Employer has the right to request an external investigation into the incident.

PD03.10 Emergency Response and Preparedness

Each contractor shall submit a detailed emergency procedure to the Employer for approval. The procedure must take cognisance of all types of emergencies associated with the type of work to be conducted. The procedure shall also take the emergency plan of the Employer into consideration.

PD03.11 First Aid Equipment

Contractors shall have qualified first aiders and first aid equipment as required by the OHS Act and regulations. Proof of valid certificates is to be kept on site. Contractors shall have a stretcher in case of serious accidents.

PS5.2.1.2 Supplement to the specification for occupational health and safety

PD01 SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Specification for Occupational Health and Safety, the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement in Section 9 of the tender document, the status of the Contractor as mandatory to the Employer (Client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This supplement is to be read in conjunction with the Specification for Occupational Health and Safety. In the event of any variation between the specification and this supplement, the specification shall have precedence.

The Specification for Occupational Health and Safety and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site and made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

PD02 DEFINITIONS

For the purpose of this contract the following shall apply:

"Employer" where used in the contract documents and in this specification, means the Midvaal Local Municipality and it shall have the exact same meaning as "Client" as defined in the Construction

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Regulations 2003. "Employer" and "Client" is therefore interchangeable and shall be read in the context of the relevant document.

"Contractor", wherever used in the contract documents and in this specification, means the person named in the Contract Data whose offer has been accepted in the Form of Offer and Acceptance and legal successors in title of this person. For tender purposes, "Contractor" shall also mean "Tenderer".

In this specification the terms "Principal Contractor" and "Contractor" are replaced with "Contractor" and "subcontractor" respectively.

For the purpose of this contract the Contractor will, in terms of OHS Act 1993, be the mandatory of the Employer, without derogating from his status as an employer in his own right.

PD04 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- the use of explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0 m; or
- working at a height greater than 3,0 m above ground or landings.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PD05 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

PD05.01 Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

PD05.02 Framework for an Occupational Health and Safety Plan

PD05.02.1 Introduction

The Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees

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- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

PD05.02.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

PD05.02.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

PD05.02.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance

Arrangements for

- Regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subcontractors on site
- Handling design changes during the project
- Selection and control of subcontractors
- The exchange of Occupational Health and Safety information between all subcontractors
- Security
- Site induction and on site training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

PD05.02.2.3 Arrangements for controlling significant site risks

The following are some examples requiring arrangements for controlling the most significant site risks:

Safety risks

- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials

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- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified

Health risks

- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material
- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified

PD06 HEALTH AND SAFETY FILE

The Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include the following information:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- Appointment / Designation forms required by the ACT and Regulations.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid

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- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections
- Accommodation of traffic daily inspection book

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

PD07 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Contractor shall compile method statements to address or handle the following:

- Hazards particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PD08 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PD08.01 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

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PD08.02 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee or visitor on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PD08.03 OHS Training Requirements:

(as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

PD09 APPOINTMENT OF SAFETY PERSONNEL

PD09.01 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PD09.02 Construction safety officer

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

PD09.03 Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor shall appoint a health and safety representative whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

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The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PD09.04 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHS 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three (3) months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

PD09.05 Competent persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works.

- Risk assessment (Regulation 7);
- Fall protection (Regulation 8);
- Structures (Regulation 9);
- Formwork and support work (Regulation 10);
- Excavation work (Regulation 11);
- Demolition work (Regulation 12);
- Tunneling (Regulation 13);
- Scaffolding work (Regulation 14);
- Suspended platform operations (Regulation 15);
- Boatswain chairs (Regulation 16);
- Material Hoists (Regulation 17);
- Batch plant operations (Regulation 18);
- Explosive powered tools (Regulation 19)
- Cranes (Regulation 20);
- Construction vehicle and mobile plant (Regulation 21(1));
- Electrical installation and machinery on construction site (Regulation 22);
- Use of temporary storage of flammable liquids on construction site (Regulation 23);
- Water environments (Regulation 24);
- Housekeeping on construction sites (Regulation 25)
- Stacking and storage on construction sites (Regulation 26);
- Fire precautions on construction sites (Regulation 27); and
- Construction welfare facilities (Regulation 28).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

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The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

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PD10 CONTRACTOR'S RESPONSIBILITIES

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

In addition the Contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Client before work on site commences.

Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Contractor and subcontractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall, however, provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

Risk assessment (Regulation 7)

The Contractor shall have the risk assessment is performed as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

Structures (Regulation 9)

The Contractor will be liable for all claims arising from the collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

Formwork and support work (Regulation 10)

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The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person. A design certificate of the formwork and support structures shall be submitted by a professional Engineer.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is in terms of the Standard Specifications and Project Specifications and the Construction Regulations carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

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Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

Construction welfare facilities (Regulation 28)

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The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations

PD11 PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Site
- Site Establishment
- Dealing with existing structures
- Location and relocation of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Accommodation of traffic
- Exposure to noise
- Exposure to vibration
- Exposure to bituminous products
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Foundation excavations for structures
- Use of LP gas torches and appliances

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- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Bedding of trench floor
- Installation of pipes in trench
- Backfilling of trench
- Protection against flooding
- Use of explosives
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

PD12 ARRANGEMENTS FOR MONITORING AND REVIEW

The Client will conduct audits for compliance with Construction Regulation 4(1)(d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Client reserves the right to conduct ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

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PS6 FEATURES REQUIREING SPECIAL ATTENTION

PS6.1 Security

The Contractor shall be responsible to provide security on site(s):

- a) as he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.
- b) which have been identified, by the Engineer, as potential high risk areas requiring security during site visits for the duration of the contract. The Contractor shall arrange that the security meet with the Employer representative at a convenient and safe location and thereafter escort to the necessary areas.

PS6.2 Work outside normal working hours

The Contractor is permitted to work outside of normal working hours only upon obtaining written permission from the Engineer.

PS6.3 Community liaison and community relations

For the purpose of this project a community liaison officer may not be required; however the Contractor shall be required to inform the community with regards to his activities in particular where such activities may affect the service provision to the affected community (See PS6.6).

PS6.4 Notices and warning to consumers

PS6.4.1 Notices, signs, barricades and advertisements

All notices, signs, barricades and advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

PS6.4.2 Service Disruptions

The Contractor shall ensure he maintains service (water and/or sanitation) provision at all times whilst executing the works where:

- a) The maximum amount of time of no service shall be 8 hours for any property. Any service disruption longer than 8 hours shall be temporary bypassed by methodologies approved by the Engineer or his duly authorized representative.

PS6.5 Continuity of service supply to customers

The activities of the Contractor shall not unreasonably interfere with the service supply to customer and be executed outside the agreed and notice time frames.

Where the Contractor cannot reasonably re-establish services within times agreed and notice time frames he shall proceed to contact the affected customer and make alternative arrangements that shall be acceptable to the customer and the Employer.

The associated costs of any customer claim arising from a lack of service provision due to the Contractor's negligence or his disregard for the Employer's SOP or his disregard for the conditions of this Contract, whilst executing activities as per this Contract, shall be solely for his the account. The Engineer shall have the right to make equivalent monetary deductions from monies owed to the

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Contractor or from his Guarantee under this Contract and any other active contract(s) with the Employer.

PS6.6 Conditions and procedures for service agencies

The Contractor shall comply with the conditions and procedures of the various affected service agencies, as mandated in their associated wayleaves.

PS6.7 Generic labour intensive specifications

EPWP guidelines shall be applicable to this Contract, although it is expected that the Contractor execute the majority portion of the works utilising skilled labour, some works can be completed via unskilled labour (i.e. trenching or similar)

PS6.8 Acceptance of works and causes for rejection

PS6.8.1 Acceptance of implemented and associated works

The Engineer or his duly authorized representative shall only accept works complying with the Employer's requirements and/or specifications, including:

- a) meters approved by the Employer in conjunction with the Employer's current metering policy;
- b) sufficiently protecting against corrosion all fittings and joints; and
- c) approved surface box and chamber covers appropriate for its location.

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PS6.8.2 Causes of rejection

Causes for rejection shall include but not be limited to not complying to the Employer's requirements and/or specifications and the intended purpose for this Contract, thus:

Defect

meter not installed in the forward direction towards the customer.

Require remedial actions

Such rejected works are to be corrected by reversing the meter installation direction.

meter not installed horizontally with the totalizer facing directly upwards.

Such rejected works are to be corrected by rotating the meter installation until the totaliser faces directly upward, whilst the complete installation remains leak-free.

meter or box not installed horizontally and to minimum and maximum limits above existing surface levels.

Such rejected works are to be corrected adjusting meter installation to within minim and maximum acceptable levels above existing surface levels, whilst the complete installation remains leak-free.

meter and/or fittings installed have not been approved by the Employer.

Such rejected works are to be corrected by obtaining an approved meter and/or fittings.

removed meter or fitting has not been returned to the Employer's approved depot.

Such rejected works are to be corrected by locating and returning the applicable removed meter and/or fittings.

leaks found on the replacement installation.

Such rejected works are to be corrected by attaining a leak-free meter and/or fitting installation.

Meters installed that obstruct pedestrian or vehicle traffic

Such rejected works are to be corrected by relocating the meter to a more appropriate position

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PS7 ENVIRONMENTAL MANAGEMENT PLAN

Tendering Contractors are to adhere to the mitigation measures listed in the Environment Management Plan (EMP) (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimised or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

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Contract 8/2/2/451 (2025-2028) Page (79)
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PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATION

Preamble

This portion of the Project Specification deals with matters relating to the Standardised Specifications and shall be read in conjunction with the SABS 1200 Standardised Specifications.

Where reference is made in the Standardised Specifications to the Special Provisions, Project Specifications or Variations to Standardised Specifications, this portion also contains the relevant information, e.g. the requirements where a choice of materials or construction methods is provided for in the Standardised Specifications.

All clauses in this portion of the Project Specification shall be deemed to be additions to the Standardised Specification, unless it is clear from the context that it replaces a section, a clause or a part of a clause of the Standardised Specifications.

The drawings issued with this Document show the general nature and extent of the work envisaged. The drawings issued with this Document are the Tender drawings. The drawings are subject to revision as the Engineer may deem necessary.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

SANS 1200A: CIVIL ENGINEERING CONSTRUCTION: PRELIMINARY AND GENERAL

VARIATIONS

Delete the following standard referenced clause:

Delete standard clause	Description	Comments
5.1.1	Setting out of the works	See clause PS 4.11: <i>Survey control and setting out of the works</i>
5.2	Watching, barricading, lighting and traffic crossings.	See clause PS 5.1.7 <i>Accommodation of traffic on public roads occupied by the Contractor</i>
8.8.4 (d)	Temporary protection, as required in terms of the project specification, of service.	Refer to SANS1200DB 8.3.5, It shall be deemed that the Contractor has allowed for all services protection under SANS1200DB 8.3.5 during all required construction activities.

Delete and replace the standard referenced clauses:

Delete standard clause	Replace with PSA...
5.4	<p>PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES</p> <p>The Contractor shall be held responsible for any damage to known services (i.e. services that are within the Site of the Works and are shown on the drawings) and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval. In the event of a service being damaged, the Contractor shall immediately notify the authority concerned as well as the Engineer or his duly authorised representative. The Contractor shall not repair any such service unless instructed to do so.</p> <p>Where no underground services are shown on the drawings or scheduled but the possibility of their presence can reasonably be inferred, the Contractor shall, in collaboration with the Engineer or his duly authorised representative, ascertain whether any such services exist within the relevant section of the Site. The Contractor shall complete such investigation well in advance of the start of construction work in the said section and he shall make whatever arrangements are necessary for the protection, removal or diversion of the services before any construction work commences.</p> <p>As soon as any underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor shall be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the cost of making good such damage shall be met by</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

	<p>the Employer unless he establishes that the Contractor did not exercise reasonable diligence and that the damage was avoidable.</p> <p>Where the authority concerned elects to carry out on its own account any alterations or protective measures, the Contractor shall co-operate with and allow such authority reasonable access and sufficient space and time to carry out the required work. Permanent alterations to or permanent diversion of services necessitated by the execution of the Works and authorized shall be paid for in terms of the conditions of contract, but no such work shall be paid for if it has not been previously inspected and if proper written instructions have not been given.</p>
5.8	<p>GROUND AND ACCESS TO WORKS.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> a) occupy only such ground as is necessary to carry out the work. b) provide and maintain such access, if not already existent, to the various sections of the Works as he requires for the proper execution of the work. c) restore, to a condition at least equivalent to their original condition, all fences and other structures that have been damaged or interfered with.
8.2.2	<p>TIME-RELATED ITEMS</p> <p>No payment shall be made for time-related items, as such is to be included in the pricing for the works.</p>

ADDITIONS

Add the following clauses:

Standard clause	Add PSA...
	<p><i>... new clause:</i></p> <p>5.9 Dealing with traffic</p> <p>The Contractor shall comply with the requirements of the COP and PS 5.7 <i>Accommodation of traffic on public roads occupied by the Contractor</i>. This clause shall be applicable for all other standard parts/sections of the works.</p> <p>The complete closure of any road shall not be permitted without the prior written consent of the Engineer or his duly authorised representative.</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

SANS 1200C: CIVIL ENGINEERING CONSTRUCTION: SITE CLEARANCE

VARIATIONS

Delete the following standard referenced clause: None

Delete standard clause	Description	Comments

Delete and replace the standard referenced clauses:

Delete standard clause	Replace with PSC...
5.3 (d)	CLEARING (d) the removal of all rocks and boulders of any size that are lying on the surface to be cleared or exposed during clearing operations.

ADDITIONS

Add the following clauses:

Standard clause	Add PSC...
	5.9 Removal of man-made surfaces The Contractor shall remove all types of man-made surfaces including kerbing, asphalt, concrete, concrete slabs, segmental concrete paving blocks, grassing and vegetation, where works are to be executed. The material removed shall, where material is: <ul style="list-style-type: none"> a) to be used in the reinstatement works, maintained at an approved storage site identified by the Contractor as soon as it has been removed from the works area. b) not to be used in the reinstatement works, spoiled off-site on a site identified by the Contractor as soon as it has been removed from the works area. Removal of such man-made surfaces shall be limited to the minimum area required to effectively perform the works.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

	Any damage to surface materials to be used in the reinstatement works, whilst under his care, shall be replaced at the Contractor's expense.
	8.2.5 Take down existing walls and fences The rate shall cover the cost of taking down existing fences (including any gates), on-loading, transporting, and off-loading, storing and maintaining or spoiling. Unit: m ²
	8.2.11 Removal of man-made surfaces The rate shall cover all plant, labour, material, saw cutting (asphalt and concrete), breaking up, lifting, loading, transportation, off-loading surfacing and storing (where applicable). Unit: m ² a) Roadways, Asphalt and other layers <ul style="list-style-type: none"> i) Asphalt ($\leq 50\text{mm}$ thick) and including base, sub-base and subgrades layers up to 800mm deep. ii) Asphalt ($> 50 \leq 100\text{mm}$ thick) and including base, sub-base and subgrades layers up to 800mm deep. b) Footways and driveways <ul style="list-style-type: none"> i) Asphalt $\leq 50\text{mm}$ thickness ii) Asphalt $> 50 \leq 100\text{mm}$ thickness iii) Interlocking concrete segmental paving blocks (all colours) iv) Concrete slabs (450 X 450mm) v) Brick paving vi) Unreinforced concrete $\leq 75\text{mm}$ thick vii) Reinforced concrete $\leq 75\text{mm}$ thick viii) Grassing ix) Kerbing (all types of kerbing) (Unit: m)
	8.2.12 Backfilling and reinstatement of man-made surfaces The rate shall cover the cost of all associated plant, labour, material, loading, transportation from storage, off-loading and placing (levelling and compacting where applicable) the following materials in roadways, footways and driveways in accordance with the COP:
	8.2.12.2 Backfilling and reinstatement footways Unit: m ² a) Using removed materials: <ul style="list-style-type: none"> i) Interlocking concrete segmental paving blocks (all colours) ii) Concrete slabs (450 X 450mm)

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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	iii) Brick paving iv) Grassing v) Kerbing..... (Unit:m)
	b) Using new supplied materials: Unit:m² i) 30mm Bitumen hot –mix: Fine ii) Interlocking concrete segmental paving blocks, including a 20mm river sand bedding layer, jointing sand (plaster sand) and mortar infill between edge restraint and blocks 1) Grey blocks 2) Coloured blocks iii) Concrete slabs (450 X 450mm) including a 20mm river sand bedding layer, jointing mortar. iv) Brick paving including a 20mm river sand bedding layer, jointing sand (plaster sand) and mortar infill between edge restraint and bricks. v) Unreinforced concrete ≤ 75mm thick (15MPa) vi) Reinforced (395 mesh) concrete ≤ 75mm thick (15MPa) vii) Grassing viii) Concrete channeling, including formwork, leveling and compacting 300 X 125mm cast in situ concrete of 15MPa. ix) Kerbing, including a 50mm bedding (cement and river sand), jointing mortar and 15MPa concrete haunching at all joints..... (Unit: m) 1) Figure 1 2) Figure 7 3) Figure 8 4) Figure 12

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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SANS 1200DA: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (Small Works)

VARIATIONS

Delete the following standard referenced clause:

Delete standard clause	Description	Comments
5.1.8	Road Traffic Control	The Contractor shall comply with the requirements of the COP, PS 5.7 and PSA 5.9
5.2.6.2	Overhaul	Overhaul is not applicable.

Delete and replace the standard referenced clauses:

Delete standard clause	Replace with PSDA...
5.1.1.1	<p>5.1.1.1 Barricading and lighting</p> <p>Delete the existing clause and replace with the following:</p> <p>In terms of the applicable regulation of the Machinery and Occupational Safety Act, 1983 (Act 6 of 1983) every excavation by which the safety of persons may be endangered, shall</p> <ul style="list-style-type: none"> a) be adequately protected by a rubber mesh barrier / fence of height at least 1.2m and be placed as close to the excavation as practicable; b) Provide red warning lights at night. <p>It shall be the responsibility of the Contractor to ensure that the barricades and lights remain functional at all times.</p>
5.2.6.1	<p>5.2.6.1 Freehaul</p> <p>All distances applicable are considered as free haul distances and no additional payment shall be applicable.</p>
8.3.1 (c): (3) and (4)	<p>8.3.1 Excavation</p> <p>c) Extra-over for:</p> <p style="text-align: right;">3) Boulder excavation Unit: m³</p>
8.3.3	8.3.3 Overhaul

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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Scope of Work

	Overhaul are not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.
--	---

ADDITIONS

Add the following clauses:

Standard clause	Add PSDA
	<p>5.1.1.2 Safeguarding of excavations</p> <p>The Contractor shall programme his activities in such a way that long sections of trenches do not lie open for undue periods of time, as it poses a security risk.</p> <p>The Contractor shall inform the INSERT RELEVANT DEPT at least 2 days in advance of the actual date on which he proposes to excavate in any road or footway.</p>
	<p>5.2.8 Disposal of unsuitable and surplus excavation material</p> <p>Excavated material that is unsuitable or has become surplus because of bulking, displacement by the chamber and/or pipework and importation shall be disposed of at approved tipping sites to be located by the Contractor. All unsuitable material shall be spoiled within 48 hours of excavation failing which the Engineer or his duly authorised representative shall be entitled to suspend work under the Contract.</p> <p>The prior approval of the Engineer must be obtained before surplus material may be deposited, spread and levelled at agreed sites within the area of the works.</p>
	<p>5.2.11 Kerbing</p> <p>Where the Contractor has, in the process of excavating, removed kerbing, of all types of shape and all material, he shall re-instate such kerbing to its original condition with regard to alignment (vertically and horizontally). This may include cleaning, but not patching. All kerbing damaged during the removal process shall be replaced at the cost of the Contractor.</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

SANS 1200DB: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (PIPE TRENCHES)

VARIATIONS

Delete the following standard referenced clause:

Delete standard clause	Description	Comments
5.1.3	Accommodation of Traffic and Access to Properties	The Contractor shall comply with the requirements of the COP, PS 5.7 and PSA 5.9

Delete and replace the standard referenced clauses:

Delete standard clause	Replace with PSDB...
8.1.2(b)	Separate items shall be scheduled for lengths of trench of depth not exceeding 2m, for lengths of trench of depth exceeding 2m but not exceeding 2m, and so on, in graduations of 1m.

ADDITIONS

Add the following clauses: None

Standard clause	Add PSDB

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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SANS 1200L: CIVIL ENGINEERING CONSTRUCTION: MEDIUM-PRESSURE PIPELINES

VARIATIONS

Delete the following standard referenced clause:

Delete standard clause	Description	Comments

Delete and replace the standard referenced clauses:

Delete standard clause	Replace with PSL...
3.2	<p>AC Pipes And Specials. AC pipes or specials shall not be used on this Contract, however erf connection saddles on existing AC secondary mains or specials for altering FC pipes shall be supplied by the Employer. Where:</p> <ul style="list-style-type: none"> a) in the opinion Engineer, repair or alteration to the AC is required as a negligence of the Contractor, the cost of the materials and Works implementation shall be for the expense of the Contractor. b) so deemed the Engineer may instruct the replacement of a section of the existing AC pipes, which shall be addressed as a variation to the Works.
3.7.1	<p>uPVC High impact Class 16 pipes confirming to SANS10112 shall be used in the Works, unless otherwise specified by the Engineer.</p> <p>Where the cutting of any pipe is necessary, shouldered-ends shall be fixed to the pipe by means of an approved machine capable of:</p> <ul style="list-style-type: none"> a) clamping the pipe without causing any damage to the pipe; and b) pressing on the shouldered-end by means of a hydraulic operated jack applying a uniform axial force to locate the shouldered-end truly in position. <p>Application of any impact force to either the pipe or shouldered-end shall not be permitted.</p>
3.7.2	<p>Polyethelene Pipes Polyethylene pipes and fittings shall comply with the relevant requirements of SANS 4437, SANS 10112 and SANS 14236, and shall be Class 16 HDPE type IV plain ended pipes, unless otherwise indicated by the Engineer.</p>
3.8.3	<p>Flanges and Accessories</p> <p>Each flanged pipe and fitting shall be supplied complete with one set of bolts, nuts and washers and one insertion piece of the appropriate diameter and made of a material suitable for the maximum test pressure. The drilling of steel and CI flanges shall conform to the requirements of SANS 1123 (table 1600/3), as applicable, appropriate to the class of pipe specified, except that</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Delete standard clause	Replace with PSL...
	<p>a) in the case of flanges for hydrant and air valve matching tees, the drillings shall conform to the drilling of the valve supplied ; and</p> <p>b) in the case of CI flanges, where M27 and M33 bolts are specified in BS 4504 : Part 1, M24 and M30 bolts respectively shall be used as specified in SANS 1123.</p>
3.9.4	<p>Flexible couplings</p> <p>All cast iron, mild steel and galvanised iron fittings, valves, hydrants and all detachable couplings shall be wire brushed to remove all foreign particles including: rust, dust, sand and mud. A thin film of petro-primer (or similar approved) shall be applied to the entire surface.</p> <p>Petro-mastic (or similar approved) shall be packed around the coupling or fitting to provide an even contour ensuring that no air is entrapped. The mastic shall be prepared to completely cover all nuts, washers and bolts.</p> <p>A sufficiently wide wrap of petro-tape (or similar approved) shall be applied over the entire fitting overlapping by approximately 25%. The wrap shall then be smoothed by hand following the contour of the fitting, eliminating all air that may be entrapped under the tape.</p> <p>An outer layer of 150 micron layflat sheeting of sufficient width shall then be applied over the entire fitting with a 50% overlap. The end of the sheeting shall be secured to the existing pipe by means of adhesive tape.</p>
3.9.6	<p>Corrosive soil</p> <p>Corrosion protection for joints, bolts, nuts and washers shall be as detailed in clause 3.9.4, as amended for this Contract.</p>
3.11.3	<p>Concrete</p> <p>Unless otherwise required in terms of the project specifications, concrete shall comply with SANS 1200G or SANS 1200GA.</p>

ADDITIONS

Add the following clauses:

Standard clause	Add PSL...
3.8	<p>3.8.8 Jointing of shouldered-end pipes and fittings</p> <p>Joints in uPVC and medium steel shouldered-end pipes and fittings shall conform to SANS 815-1 and SANS 815-2, where fittings shall be cast or steel vitaulic clamps (or similar approved).</p>
3.8	<p>3.8.9 Jointing of HDPE pipes</p> <p>Jointing of HDPE pipes shall be by means:</p> <p>a) plasson (or similar approved) compression fittings for pipes less than 75mm in diameter.</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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Standard clause	Add PSL...
	b) heat fusion welded, butt-welded for pipes greater than and equal to 75mm diameter, in accordance with SANS specification. The internal butt-welds shall not protrude by more than 4mm.
3.8	<p>3.8.10 Welding</p> <p>Welding shall be Grade B spiral steel continuously welded pipe. The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SANS 044 Part III and shall be Grade 1 welders. Grade 2 welder shall be permitted only with the Engineer or his duly authorised representative's approval.</p> <p>The Contractor shall provide evidence, acceptable to the Engineer or his duly authorised representative, that welding procedures and welders have been tested in accordance with the requirements of AWS D1.1.</p>

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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Scope of Work

SANS 1921 – PART 1: GENERAL ENGINEERING AND CONSTRUCTION WORKS

VARIATIONS

Delete the following standard referenced clause: None

Delete standard clause	Description	Comments

ADDITIONS

Additional Clauses:	
4.25	<u>Format of communication</u> The Contractor must supply a site instruction book that will be kept by the Contractor in which all site instructions will be recorded. The Contractor will be supplied with a standard site diary to minute all daily activities as requested in the diary. Furthermore the Contractor will receive recorded instructions during the site meeting. The Contractor should always arrange a reasonable time for due inspections by the Engineer.
4.26	<u>Key personnel</u> It is the Contractor's responsibility to supply all particulars of key personnel if and when required by the Engineer.
4.27	<u>Management meeting</u> All parties will be informed of the first site meeting to be held when all will be notified of the times, dates and place of all management meetings. The Contractor himself or representatives having the necessary delegated authority to make decisions at the time of the meeting must be present at all site and other meetings requiring special attention.
4.28	<u>Forms for contract administration</u> All quality control forms may be provided by the Engineer and / or requested by the Engineer from the Contractor. The Contractor shall then supply such forms with relevant information at any set time.
4.29	<u>Electronic payments</u> The Contractor shall supply all banking details relevant to the tendering company as requested in the list of returnable documents.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Contract 8/2/2/451 (2025-2028)(6CE5CEPE) Page (92)
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4.30	<u>Daily records</u> All daily records to be kept on site and summarised in the form of a site diary.
4.31	<u>Bonds and guarantees</u> Refer to PS5.1.18.
4.32	<u>Payment certificates</u> Refer to the PS5.1.22.
4.33	<u>Proof of compliance with the law</u> The Contractor shall at all times adhere to the laws of South Africa and must be able to proof compliance thereto at all times.
4.34	<u>Insurance provided by the Employer</u> Refer to the Service Level Agreement (SLA).

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Contract 8/2/2/451 (2025-2028)(6CE5CEPE) Page (i)
 Supply, Installation, Maintenance and Management of
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Site Information



VOLUME 1

PART 4: SITE INFORMATION

Volume	1					
Part	T1	T2	C1	C2	C3	C4

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Supply, Installation, Maintenance and Management of
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from date of award until 30 June 2028
Site Information

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Volume	1					
Part	T1	T2	C1	C2	C3	C4

C4 SITE INFORMATION

C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

C4.2 SITE LOCATION

The sites are situated throughout the Employer's area of jurisdiction.
The extent of works required for each project site shall be issued to the Contractor by means of work orders or instructions.

C4.3 ACCESS TO SITE AND RESTRICTIONS

Although the works are located on sites within the Employer's property and/or reserve, the Contractor shall have to obtain permission from various authorities in order to completed excavations to execute the works required as part of this Contract. Any other permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

C4.4 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

For detailed specification the Contractor shall refer to clauses PS1.5 (Temporary Works), PS4.4 (Existing services), and PS4.7 (Permits and wayleaves).

C4.5 SECURITY

The Contractor shall be responsible for the security of his personnel, materials, equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). The Employer in this regard will consider no claims.

Refer to clause PS6.1 (Security).

C4.6 NATURE OF GROUND AND SUBSOIL CONDITIONS

Since no geotechnical investigation has been done and the wide spread locations of the sites, the ground and subsoil conditions may vary substantially. It shall be the Contractor's responsibility to acquaint himself with the conditions on the various sites.

Volume	1					
Part	T1	T2	C1	C2	C3	C4

C4.7 HYDROLOGICAL REPORT AND FLOODLINES

There are no supporting documents available with regard hydrological and floodline aspects.

C4.8 PREPAID DOMESTIC WATER METER INSTALLATION DRAWINGS

The Contractor is to install all prepaid meters as per standard drawing layouts.

SATISFACTORY LETTER -ANNEXURE A

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/451 – SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2028.**

Name of bidder:

Description of service provided:

Project value:

Duration / time when the above was provided:
(dd/mm/yyyy – dd/mm/yyyy)

Was their performance satisfactory? **Yes / No**

If No, please furnish details:

Was the product offered complying with the specifications? **Yes / No**

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? **Yes / No**

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.

OFFICIAL INSTITUTION
STAMP

SATISFACTORY LETTER -ANNEXURE B

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/451 – SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2028.**

Name of bidder:

Description of service provided:

Project value:

Duration / time when the above was provided:
(dd/mm/yyyy – dd/mm/yyyy)

Was their performance satisfactory? **Yes / No**

If No, please furnish details:

Was the product offered complying with the specifications? **Yes / No**

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? **Yes / No**

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION
STAMP

SATISFACTORY LETTER -ANNEXURE C

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/451 – SUPPLY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF PRE-PAID WATER METERS ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2028.**

Name of bidder:

Description of service provided:

.....

Project value:

Duration / time when the above was provided:

(dd/mm/yyyy – dd/mm/yyyy)

Was their performance satisfactory? **Yes / No**

If No, please furnish details:

.....

Was the product offered complying with the specifications? **Yes / No**

If No, please furnish details:

.....

Will you recommend this supplier to anyone without reservations? **Yes / No**

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....
NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION
STAMP

**PERFORMANCE MANAGEMENT SYSTEM
EXTERNAL SERVICE PROVIDERS**

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT		Supply, Installation, Maintenance and Management of Prepaid Water Meters			
COMPANY					
COMPANY TYPE					
TERM OF CONTRACT		Date of Appointment to 30 June 2028	TENDER 8/2/2/451 (2025 – 2028)		
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT					
TARGET DATE FOR ASSESSMENT OF PERFORMANCE, e.g. monthly/quarterly		Monthly			
KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
A. COMMERCIAL KPI's					
1. Submission of Invoices	<p>The Original Tax Invoices submitted for payment reflects the following information:</p> <ol style="list-style-type: none"> On letterhead Business street/physical address Business telephone and fax number Quotation reference number Company VAT Registration Number (if applicable) Midvaal Local Municipality's VAT Registration Number: 4700193503 Tax Reference Number Company Registration Number 	Service Provider Monthly			
3. Occupational Health & Safety Act	Compliance to Occupational Health & Safety Act at all times	Service Provider Ongoing			

B. OPERATIONAL KPI's					
1. Repair Leak at Prepaid Meter	1.Urgently ensure that the repairing of Leaks at Pre-paid Water meters unit is completed within 4 hours. 2.Urgently ensure that the repair of leaks at connection to main line for prepaid water connections are completed within 4 hours.	Service Provider Ongoing			
2. Interrupted Water Supply	Urgently ensure that interrupted water supply is restored within 4 hours.	Service Provider Ongoing			
3. Inability To Load Vending Token	Urgently ensure that customers that are unable to load token are assisted within 4 hours customer without water and 24 hours where customer has water	Service Provider Ongoing			

Accepted and agreed upon:

ON BEHALF OF SERVICE PROVIDER

SIGNATURE: Asst. Director

SIGNATURE: Director

DATE

DATE

DATE

FOR OFFICIAL USE ONLY:	
COMPLIANCE VERIFIED: <div> <div></div> <div>On behalf of SUPPLY CHAIN MANAGEMENT UNIT</div> </div> <div> <div></div> <div>DATE</div> </div>	SECTION: LEGAL & PMS <div> <div></div> <div>On behalf of PERFORMANCE MANAGEMENT</div> </div> <div> <div></div> <div>DATE</div> </div>

EXISTING

BELOW-GROUND

INSTALLATION

LEVEL

NOTES:

1. ALL DIMENSIONS IN MILLIMETERS
2. ALL STEEL PARTS SHALL BE COATED WITH BITUMINOUS PAINT & WRAPPED WITH TAPE OR SIMILAR AS PER SPECIFICATION
3. FITTINGS TO BE SUPPLIED BY THE CONTRACTOR
4. HDPE PIPE DIMENSIONS REFER TO OUTSIDE DIAMETER
5. SCREWED FITTINGS TO BE BSP THREAD

PLASTIC (SURFACE) METER BOX

LJ

WELL HAND-COMPACTED BACKFILL

25mm HDPE PIPING

25mm HDPE PIPING
(LENGTH AS REQUIRED)

LENGTH AS REQUIRED)
WELL COMPACTED FILL

L METER LOCATED 1000 FROM CONSUMER

1. ALL DIMENSIONS IN MILLIMETERS
2. ALL STEEL PARTS SHALL BE COATED WITH BITUMINOUS PAINT & WRAPPED WITH TAPE OR SIMILAR AS PER SPECIFICATION
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PLASTIC (SURFACE) METER
BOX

LJ

WELL HAND-COMPACTED BACKFILL

25mm HDPE PIPING

25mm HDPE PIPING
(LENGTH AS REQUIRED)

LENGTH AS REQUIRED)
WELL COMPACTED FILL

L METER LOCATED 1000 FROM CONSUMER

PETRO

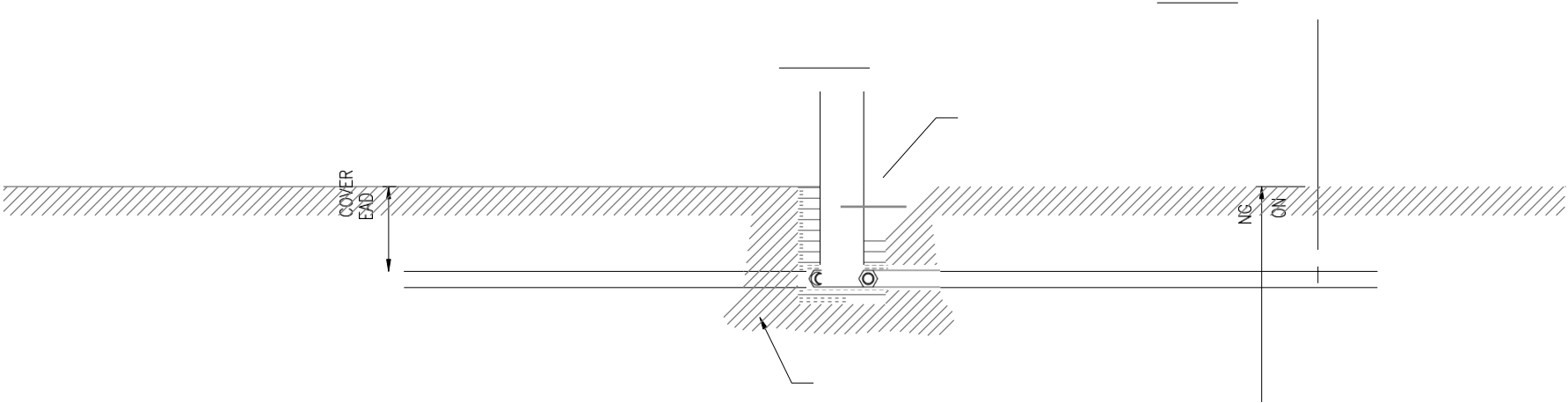
PROPERTY
S-EXISTING

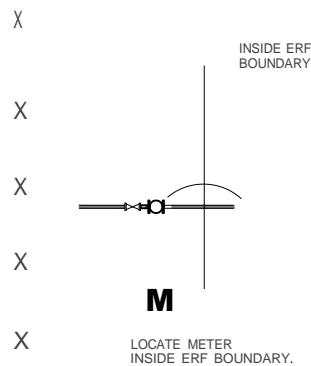
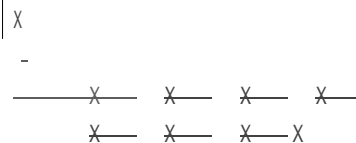
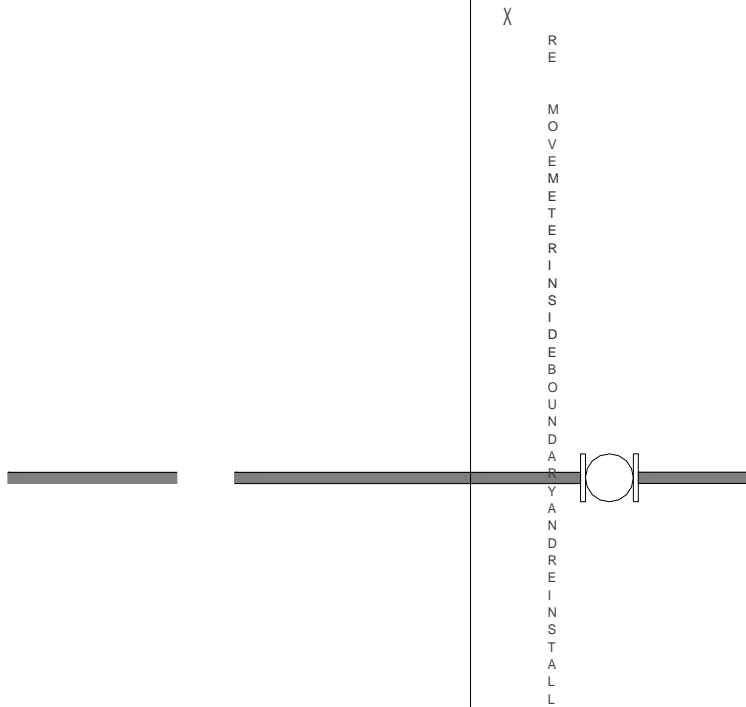
$$\begin{array}{c} \text{X} \\ \vdots \vdots \vdots \vdots \\ >-\text{X} \\ \text{Cl} \vdots \\ \angle \quad \text{X} \\ \text{O} \\ \text{S} \text{X} \\ \text{O} \\ \text{mx} \end{array}$$

0	Cl:	i=
0	u	w
0	u	Z
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0	Cl:	u
w	w	...
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D	0	0
W	0	0

BOUNDARY

	APPROVED BY	APPROVED BY				REFERENCE DRAWINGS	No.	R E	DATE	DRG. SIZE I SCALE	DATE DRAWN	PROJECT		
						DRG. No.	D P	FOR TENDER	2019-06-06	A3 N.T.S.	2019/06/06	MIDVAAL LOCAL MUNICIPALITY		
										DESIGNED	CHECKED			
										M. BRINKLEY	M. BRINKLEY			
												DRAWING DISCRPTION		
												TYPICAL DETAILS	PROJECT NO	TYPE
	CLIENT	DATE	ENGINEER	DATE										

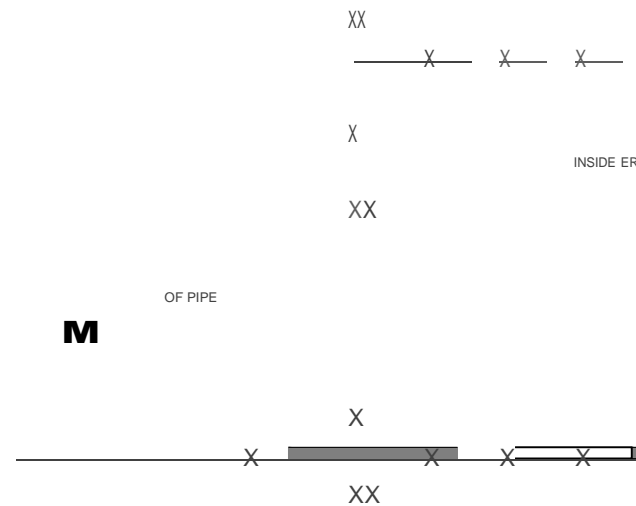




[t><1]
CONFIRM IF VALVE EXISTS
OUTSIDE ERF BOUNDARY.

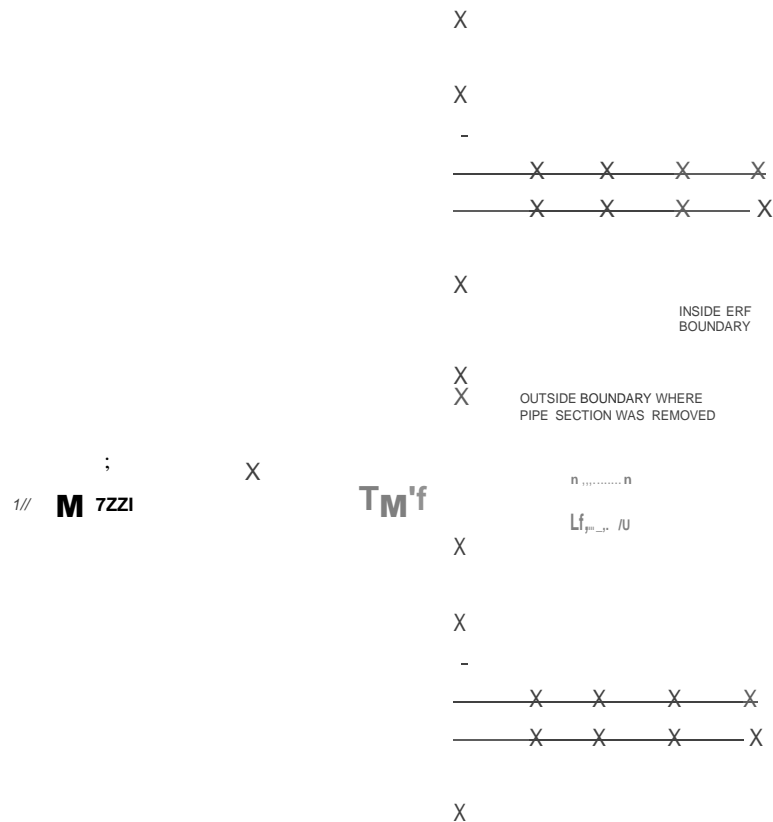
- 2** REMOVE SECTION
OF PIPE.
- 1** IF VALVE DOES NOT EXIST
OUTSIDE ERF BOUNDARY,
FIRST INSTALL NEW VALVE BEFORE REMOVING SECTION
OF PIPE.
IF VALVE EXISTS REMOVE
SECTION OF PIPE.

STEP 2

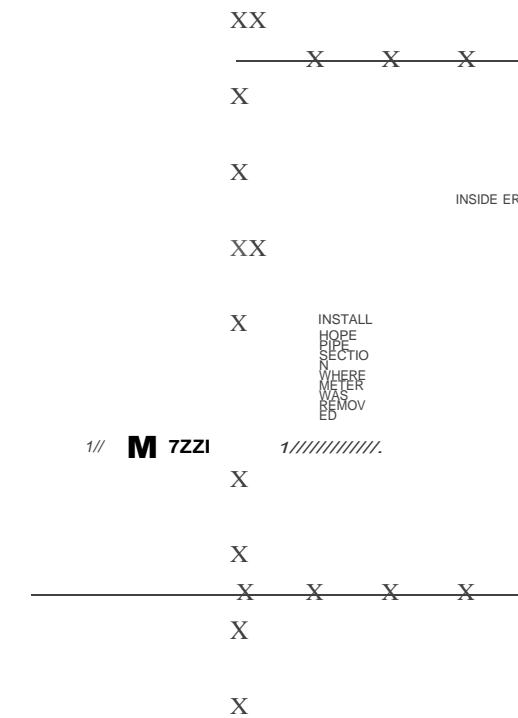


STEP 1

X
-
— X — X — X — X
— X — X — X — X
X



STEP 3



STEP 4

[illegible]

