



THEMBISILE HANI LOCAL MUNICIPALITY

CIDB REF: 100082999

CIDB GRADING: 6CE PE/7CE

PROJECT NUMBER: THLM/SCM26/2022-2023/WS02

TENDER DOCUMENT

**UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT
WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

CLOSING DATE: 12 APRIL 2023 @ 12H00

ISSUED BY: Thembisile Hani Local Municipality
Private bag X4041
Mpumalanga Middelburg
0458

CONTACT: THLM Project Manager: 013 986 9178/9131
THLM SCM Practitioner: 013 986 9187/9141

NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD REGISTRATION NUMBER:

TENDER AMOUNT:

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:
Area Code:	Area Code:
Telephone No:	Fax No:
E-Mail Address:	

CONTRACT PRICE: R
(Amount brought forward from the Form of Offer and Acceptance) *

Signature:
Signed by authorised representative of the Bidding Entity:

Date:

*Note: Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

THEMBISILE HANI LOCAL MUNICIPALITY



THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1

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PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

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T1.1 BID NOTICE AND INVITATION TO TENDER

THEMBISILE HANI LOCAL MUNICIPALITY Contract Number: THLM/SCM26/2022-2023/WS02

UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1:

Thembisile Hani Local Municipality invites bids from suitably qualified Tenderers who meet the prescribed requirements for the **PROJECT No: THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1**. It is estimated that tenderers must have a CIDB contractor grading designation of 6CE PE/ 6 CE PE / 7 CE OR HIGHER or Higher.

The tender document will be obtainable online free of charge and may be downloaded from www.etenders.treasury.gov.za and hardcopy tender documents may be purchased at the Municipal cashier's office at a fee in Kwaggafontein C and can be obtained on payment of a non-refundable cash amount of R1 343.71 indicated above.as from 6 **March 2023**.

A compulsory site clarification meeting will be held on the 07th of March 2023, at 10:00, at the Municipal Shelter at Thembisile Hani Local Municipality offices, Kwaggafontein, Mpumalanga.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender document. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **PROJECT No: THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1**. and be deposited in the Tender Box, Thembisile Hani Local Municipality, Kwaggafontein, Mpumalanga not later than **12h00 on 12 April 2023**. **The Tenders shall remain valid for a period of 120 days from the closing date**. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted. Bids will be opened in public at the Municipal offices.

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

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

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

A Preferential Point system shall apply whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Thembisile Hani Local Municipality. The tender will be evaluated in terms of functionality and price wherein Preferential Procurement Regulations of 2022 apply , 80/20 points system will be applied wherein 80 points are for price and 20 for specific goals.

Procurement related enquiries may be directed to the Supply Chain Unit from the Thembisile Hani Local Municipality at 013-986-9187 / 9141. Technical enquiries related to the tenders should be addressed to: Mr. TS Matshego of Matshego Engineers at Tel: 012 549 0422 or Email at matshego@mmmeng.co.za.

Municipal Manager: DJD Mahlangu

THEMBISILE HANI LOCAL MUNICIPALITY



**THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER
TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

TENDER DATA

T1.2 BID DATA

The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015 which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data. Insertions to the Standard Conditions of Tender are shown in italics.

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 additional conditions of tender are:

Clause number	Tender Data
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3.1	The employer is the Thembisile Hani Local Municipality.
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The Employer's *domicilium citandi et executandi* (permanent physical business address) is:
Stand No. 24
Front opposite Kwaggafontein Police Station,
Along the R573 (Moloto road),
EMPUMALANGA,
0458

The Employer's address for communication relating to this project is:
Private Bag X 4041
eMpumalanga
0458

3.2	The tender documents issued by the employer comprise:
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PART T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Standard Conditions of Tender as contained in SANS 10845-3 of 2015

PART T2 RETURNABLE SCHEDULES

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 CIDB Adjudicator's Appointment

PART C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

**Clause
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PART C3 SCOPE OF WORK

C3.1 Project Scope of Work

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C5.2 Annex II – Occupational Health and Safety – Baseline Risk Assessment

3.4

The employer's agent is:
Matshego Engineers (Pty) Ltd
PO Box 59567
KARENPARK
0118
Tel: 012 549 0422
Email: matshego@mmmeng.co.za
Contact: Mr Tshepo Matshego
Cell: 082 332 2270

3.5

Thembisile Hani Local Municipality is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

4.1

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the closure of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE PE / 7 CE OR HIGHER class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 6 CE PE / 7 CE OR HIGHER class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE PE / 7 CE OR HIGHER class of construction work.

4.1.2

It is an absolute requirement that the taxes of the successful tenderer must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.

The completed Form TCC001 (Refer Form A6 – Tax Clearance Certificate Requirements MBD2 in the List of Returnables) application must be submitted to the Receiver of Revenue who will then issue a Tax Clearance Certificate.

4.1.2

If the Tax Clearance Certificate is found to be incorrect, Thembisile Hani Local Municipality may, in addition to any other remedy it may have: -

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Tender Data

- Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
- Cancel the contract and claim any damages which the State 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.

Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.

- 4.5 Where reference is made to the standard specifications in the contract documents, it shall mean SANS 1200 – Standardised Specification for Civil Engineering Construction or any other relevant or applicable standard specifications.
- 4.6 Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
- z4.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

The onus rests with the tenderer to ensure that the person who is suitably qualified and experienced to comprehend the implications of the work involved shall represent the tenderer at the site visit/information meeting. If the tenderer or his representative does not attend the site inspection/information meeting, the employer reserves to itself the right to disqualify the tender.

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.

- 4.7 A person who is suitably qualified and experienced to comprehend the implications of the work involved shall represent the tenderer at the site visit/information meeting. If the tenderer or his representative does not attend the site inspection/information meeting, the employer reserves to itself the right to disqualify the tender.
- 4.8 Request clarifications at least 7 working days before the closing date and time.
- 4.10 The tendered rates and prices shall be subject to Contract Price Adjustment.
- 4.11 Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Engineer as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the Engineer as early as possible.

Tenders shall not be qualified by the conditions of tender of the tenderer himself. Failure to comply with this requirement may cause the tender to become invalid.

Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details. Any qualification or amendment not set out on the prescribed form will not have any force and

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Tender Data

effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.

No alternative tender will be considered unless a tender that is unqualified and strictly according to the tender documents is also submitted.

- 4.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate if the efficacy of the alternative complies with the Employer's standards and requirements and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- 4.13.1 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL (0)** copies.
- 4.13.2 A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
- 4.13.4 The tenderer is required to submit the following with his tender:
- 1) An original valid Tax Clearance Certificate issued by the South African Revenue Services;
 - 2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedules;

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- 3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID / COIDA). The tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at a time during the 36 months preceding the date of this Tender;
- 4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;
- 5) Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022. Joint ventures/consortiums will qualify for preference points, provided that the entity submits the relevant certificate/score card in terms of Preferential Procurement Regulations, 2022. Note that in the case of unincorporated entities, a verified score card must be submitted with the Tender.
- 6) A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.

4.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Thembisile Hani Local Municipality
Physical address: Stand 24 Police Station Street
Kwaggafontein C
Kwaggafontein

Identification details: The tenderer must clearly indicate the contents on the front of the envelope, with the following details:

- (i) Tender No **THLM/SCM26/2022-2023/WS02: UPGRADING OF
TWEEFONTEIN K WASTE WATER TREATMENT WORKS,
PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1.**
- (ii) The closing date of the tender. **12:00 on Wednesday, 12 April 2023.**
- (iii) Name and address of the tenderer.

4.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

4.16 The tender offer validity period is 120 days calculated from the tender closure date.

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4.16.2 Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:

- a) withdraws his tender;
- b) gives notice of his inability to execute the contract in terms of his tender; or
- c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,

such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

4.20 The employer does not require any tender security, but the tenderers must note the terms contained in the contract data with regard to the forms of guarantee required for the due fulfilment of the contract.

5.4 Tenders will be opened immediately after the closing time for tenders at Thembisile Hani Local Municipality, 24 Police Station Street, Kwaggafontein C, Kwaggafontein.

5.5 The two-envelope system will **not** be followed for this Tender.

5.7 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.

In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.

5.11.3 The procedure for evaluation of responsive tender offers shall be:
Method 2: Financial Offer and Preference, in full compliance with the employer's requirements as indicated.

5.11.8 Allocation of bid scoring will be based on the amount of the lowest responsive tender, i.e. either 80/20 or 90/10.

5.11 THE TENDER EVALUATION PROCEDURE

Prequalification / Quality Criteria

The tenderers' notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of THLM.

The following steps will be followed in evaluation:

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.

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Tender Data

6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points

The procedure for the evaluation of responsive bids will be on the average of the previous three projects which the firm was involved in for construction projects. Reference of clients including THLM must be provided.

Tenders are adjudicated in terms of THLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard:

Technical adjudication and general criteria

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

If the tenderer does not comply with the Tender Conditions, the tenderer may be rejected. If technical specifications are not met, the tender may also be rejected. With regard to the above, certain actions or errors are unacceptable and warrant REJECTION OF THE TENDER, for example:

- If a valid Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has not been submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is un-bound or unbundled.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of Tippex (correction fluid) or any erasable ink, e.g. pencil.
- Attaching required documents which are older than three months before the date of the closing
- The Tender has not been properly signed by a party having the authority to do so as per the form "Authority for Signatory"
- A resolution by the Board of Directors of the company authorizing the tenderer to sign the tender document on behalf of the company. No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

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Tender Data

If any tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.

Size of enterprise and current workload

Evaluation of the tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

Staffing profile

Evaluation of the tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

Proposed key personnel

In this part of the tender, the tenderer shall also supply Curriculum Vitae (CVs) for the staff available named and working on full time basis for the tenderer. The CVs should follow the normal Professional Format as used by Professional Service Providers.

Much importance will be placed on the experience of the staff proposed. The tenderer must ensure that, if selected, the nominated staff are assigned as proposed. Failure to do so may result in the annulment of any acceptance of the tenderer's proposal and/ or agreement entered into by the client for the execution of the services.

Previous experience

The procedure for the evaluation of responsive bids will be on the average of the three projects where the firm was involved. Reference of clients other than THLM must be provided.

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.

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

- Experience in the relevant technical field
- Experience of contracts of similar size

Some or all of the references will be contacted to obtain their input.

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Tender Data

The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.

Financial ability to execute the contract:

Evaluation of the tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.

Good standing with the SA Revenue Services

Determine whether a valid Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.

Penalties

Thembisile Hani Local Municipality will, if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the tenderer.
- Impose a financial penalty at the discretion of the Council.

Restrict the contractor, its shareholders and directors on obtaining any business from Thembisile Hani Local Municipality for a period of 5 years.

THLM Procurement Policy

If the tender does not meet the requirements contained in the THLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

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Tender Data

Firm

It must be noted that a **total of 50 points must be obtained by the Contracting Firm** in relation to the requirements as mentioned on the table below failure which a tender shall be automatically eliminated from any further evaluation.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Delegation of Authority (Note 01)	Delegation of Authority for Signatory signed by Senior Directors and/or Shareholders nominating representative on the project	Yes	5	
Completing tender document (Note 02)	Must initial every page in the tender document, signing and fill the tender document in full	Yes	5	
Company registration (Note 03)	Proof of Company Registration with Company Intellectual Property Registration Office (CIPRO) and proof of shareholding	Yes	5	
Tax Verification Pin (Note 04)	Proof of Tax Registration and Compliance with South African Revenue Service (SARS)	Yes	5	
COIDA Certificate (Note 05)	A proof of a Valid good standing with Compensation Commissioner must attached	Yes	5	
Bank Confirmation Letter (Note 06)	A proof in the form bank stamped letter from the bank not older than three (3) months confirming the bank account and details. .	Yes	5	
CSD Report (Note 07)	A copy of CSD report of the company which is not older than 1 (one) month must be attached.	Yes	5	
CIDB Grading (Note 08)	A copy of Confirmation of CIDB grading of Contractor grading designation equal to 6CE PE/ 7CE OR HIGHER of construction work which is not older than 1 (one) month must be attached.	Yes	5	
Municipal Account (Note 09)	A statement of the municipal account which does not owe municipal services for more than 90 days must be attached.	Yes	5	
Compulsory attendance at tender briefing (Note 10)	Must be represented at a Compulsory Tender Briefing/Site Inspection	Yes	5	

**Clause
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Tender Data

Note 01: Delegation of Authority

In case of a Company, a delegation of Authority signed by the Consulting Firm's Board of Directors nominating a Team Leader as a delegated and authorized Signatory must be attached. In case of a Closed Corporation, a delegation of Authority signed by the Contracting Firm's majority Shareholders nominating a Team Leader as a delegated and authorized Signatory must be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Note 02: Completing tender document

As stipulated in the tender rules or in addition thereto, a tender document shall be completed in full with all the provided spaces signed, every page initialled accordingly and required documentation attached. Failure, which shall warrant an automatic elimination of tender from any further evaluation.

Note 03: Company registration

A proof of company registration in the form of a copy from Company Intellectual Property Registration Office (CIPRO) shall be attached including a copy of a certificate for proof of shareholding. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Note 04: Tax Verification Pin

A copy of tax registration and compliance **(Tax PIN)** with relevant SARS in the form of a valid verification PIN certificate shall be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Note 05: COIDA Certificate

A letter of good standing with Compensation Commissioner must be attached and must be valid at the time of closing of tenders. Failure to attach the document shall warrant an automatic elimination of tender from any further evaluation.

Note 06: Bank Confirmation Letter

Attach a proof in the form bank stamped letter from the bank not older than three (3) months confirming the bank account and details. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Note 07: CSD Report

Attach a copy of CSD report of the company which is not older than 1 (one) month must be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

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Tender Data

Note 08: CIDB Grading

A copy of Confirmation of CIDB grading of Contractor grading designation equal to **6CE PE/ 7CE OR HIGHER** of construction work which is not older than 1 (one) month must be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Note 09: Municipal Account

Attach an original or a copy of a municipal utility account (not older than three (3) months) and the account must not be in arrears for more 90 days of any of the registered Director(s) or Company. Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation

Note 10: Compulsory attendance at tender briefing

In addition to signing an attendance register for attending a compulsory tender briefing, an original certificate of attendance issued to the Tenderer and signed by the Employer's representative must be attached to the tender document. Attendance to the Tender briefing must be a Tenderer him/herself or a person in the direct employ of the Tenderer. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

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

Person Authorized to sign Tender:

FULL NAME: _____

SIGNATURE: _____

DATE: _____

Clause
number

Tender Data

Evaluation Criteria

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

Organizing and Staffing	30
Plant	20
<u>Experience of firm</u>	<u>30</u>
Total	80

A firm must obtain a minimum of 60 points out of the 80 points above to be considered for price and specific goals evaluation

Organising and Staffing (Maximum points obtainable 30)

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

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	National Diploma in Civil Engineering or NQF 6	No	3	
	BTech Degree in Civil Engineering or NQF 7 or higher	No	6	
Sub-total			6	
Experience of team Leader in similar projects		Elimination Factor		
Involvement in comparable projects i.e. Water and sanitation projects.	1 – 3 projects	No	2	
	4 – 7 projects	No	4	
	8 projects and above	No	9	
Sub-total			9	
Total			15	

Clause
number

Tender Data

Site agent: *(Maximum Points obtainable 10)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	National N6 Certificate in Civil Engineering or NQF 5	No	3	
	National Diploma in Civil Engineering or NQF 6 or higher	No	6	
Sub-total			6	
Involvement in comparable projects i.e. Water and sanitation projects	1 project	Yes	1	
	2 - 3 projects	No	2	
	4 projects and above	No	4	
Sub-total			4	
Total			10	

Note: Should the Site Agent be the same as Project Manager zero points will be allocated.

Safety Officer: *(Maximum Points obtainable 10)*

Name:

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

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

Clause
number

Tender Data

PLANT (Maximum points obtainable 20)

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Owned)	Points obtainable (Leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership or the Letter of intent or quotation from the lessor of firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Excavator 20 ton x 1	No	10	5	
	TLBs x 1	No	4	2	
	10m ³ Tipper trucks x 2	No	4	2	
	Firm's number of Bakkie's or LDV x 2	No	2	1	
Sub-total			20	10	
Total			20	20	

EXPERIENCE OF FIRM (Maximum Points obtainable 30)

Note: Company's previous completed projects

It must be noted that a total point of 30 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

Provide proof of the company's previous completed projects which is either in the form of verifiable appointment letters / orders issued with contact details. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed (Water and Sanitation Projects)	1 Project	No	5	
	2 - 3 Projects	No	10	
	4 - 6 Projects	No	20	
	7 Projects and above	No	30	
Sub-Total			30	
TOTAL			30	

TOTAL SCORE: _____/80

VARIATIONS TO THE STANDARDISED SANS 10845-5:2015 SPECIFICATION

1 STATUS

The variations to the SANS 10845-5:2015 standardised specification are as set out below. Should any requirements of the variations conflict with other requirements of the SANS 10845-5:2015 specification, the requirements of the variation shall prevail.

2 PENALTIES (Clause 6)

Replace clause 6 with the following:

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor may be required to pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

$$P = 0,15 \times \frac{(D - D_o)}{(X - D_s)} \times A_v$$

Where D	=	tendered Contract Participation Goal percentage or "X", whichever is the lesser.
D _o	=	the Contract Participation Goal which the Employer's representative, based on the credits passed, certifies as being achieved upon completion of the Contract.
D _s	=	30% Minimum prescribed Contract Participation Goal for this Contract
A _v	=	Award Value
P	=	Rand value of penalty payable
X	=	50% Maximum prescribed Contract Participation Goal for this Contract

STANDARD CONDITIONS OF TENDER AS CONTAINED IN SANS 10845-3 OF 2015

1 SCOPE

The tenderer is referred to the SANS 10845-3:2015 document.

2 TERMS AND DEFINITIONS

The tenderer is referred to the SANS 10845-3:2015 document.

3 GENERAL REQUIREMENTS

3.1 Actions

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 clauses 4 and 5, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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.

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.

- 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.

3.2 Tender Documents

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

3.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender. These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

3.4 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.

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

The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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.

3.6 Procurement procedures

3.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 5.13, be concluded with the tenderer who in terms of 5.11 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.

3.6.2 Competitive negotiation procedure

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 5.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 5.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 4.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

The contract shall be awarded in accordance with the provisions of 5.11 and 5.13 after tenderers have been requested to submit their best and final offer.

3.6.3 Proposal procedure using the two stage-system

3.6.3.1 Option 1

In the first stage, tenderers shall 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.

3.6.3.2 Option 2

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

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender in this part of ISO 10845.

4 TENDERER'S OBLIGATIONS

The tenderer shall comply with the following obligations.

4.1 Eligibility

4.1.1 Submit a tender offer

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.

4.1.2 Notify the employer

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

4.2 Cost of tendering

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

4.3 Check documents

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

4.4 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.

4.5 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.

4.6 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.

4.7 Clarification meeting

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

4.8 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.

4.9 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.

4.10 Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes which the law requires to be paid [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.

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

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

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.

4.11 Alterations to documents

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

4.12 Alternative tender offers

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.

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.

4.13 Tender submissions

4.13.1 General submission requirements

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.

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.

Submit:

- a) 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
- b) the parts communicated electronically in the same format **as** they were issued by the employer.

4.13.2 Signatures

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.

4.13.3 Tender securities

Submit, as required as part of the tender submission, a tender from a bank or insurer that is in a strong enough commercial position to carry such security in the name of the tenderer, or in the names of each of the members of a joint venture, in the amount, for the period and in the form specified in the tender data.

4.13.4 Inclusion of certificates

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

4.13.5 Sealing of documents

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

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

4.13.6 Employer's acceptance of tender submissions

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.

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

4.14 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.

4.15 Closing time

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.

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.

4.16 Tender offer validity

4.16.1 Period of validity

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.

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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.

4.16.2 Withdrawal of tenders

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.

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".

4.17 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 4.17 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.

4.18 Other material

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.

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

4.19 Inspections, tests and analysis

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

4.20 Submitting securities, bonds, policies, etc.

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

4.21 Checking final draft

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

4.22 Return of other tender documents

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

5 THE EMPLOYER'S UNDERTAKINGS

5.1 Responding to requests from the tenderer

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.

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.

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.

5.2 Issuing 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 seven 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.

5.3 Returning 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.

5.4 Opening of tender submissions

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.

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, preferences claimed and time for completion for the main tender offer only.

Make available, upon request, to all interested parties, the record of tender parameters that are announced in respect of each tender received.

5.5 Two-envelope system

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.

Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened.

Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

5.6 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.

5.7 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.

5.8 Test for responsiveness

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.

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.

5.9 Arithmetical errors, omissions and discrepancies

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

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 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.

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

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

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.

5.10 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.

5.11 Evaluation of tender offers

5.11.1 General

Appoint an evaluation panel, of not less than three persons, to evaluate submissions. 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.

5.11.2 Method 1: Financial offer

In the case of a financial offer:

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

5.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 5.11.7 and 5.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

5.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 5.11.7 and 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

5.11.5 Method 4: Financial offer, quality and preference

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

5.11.6 Decimal places

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

5.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 + A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

Table 1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
* P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration			

5.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

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

5.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

5.12 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.

5.13 Acceptance of tender offer

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

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

5.14 Prepare contract documents

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 during the process of offer and acceptance.

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

5.15 Completing 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.

5.16 Notice to successful and unsuccessful tenderers

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.

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

5.17 Providing 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.

5.18 Returning of tender securities

Return tender securities to the successful tenderer and unsuccessful tenderers before the expiry period stated in the tender data or in the tender security.

5.19 Providing 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.

THEMBISILE HANI LOCAL MUNICIPALITY



**THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER
TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

T2: RETURNABLE DOCUMENTS

PART T2 LIST OF RETURNABLE DOCUMENTS

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

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM-A1	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE					
BID NUMBER:	THLM/SCM26/2022-2023/WS02	CLOSING DATE:	12 APRIL 2023	CLOSING TIME:	12:00pm
DESCRIPTION	UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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-IN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: 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 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: MBD6 Issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or 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 appears, 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; and
 - 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: _____

Date: _____

Name: _____

Position: _____

Enterprise Name: _____

FORM A1: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A1” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

Bid / Project Number: _____{insert number}

A. Mr/Mrs/Ms: _____

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

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ATTACH THE FOLLOWING DOCUMENTS HERETO
--

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Copies of the IDs of the Directors, and
- Shareholders' register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Copies of the IDs of the partners

5. **One-person Business / Sole trader**

- Copy of ID

6. **Details of Tax Compliance Status from South African Revenue Service**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **Records of specific goals to claim the 20 points under tender price evaluation**

9. **Central Supplier Database [CSD] Summary Report**

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM C: DECLARATION OF INTEREST (MBD4)

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

.....

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

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

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

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

3.9.1 If yes, furnish particulars:
.....

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

3.10.1 If yes, furnish particulars:
.....

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

3.11.1 If yes, furnish particulars:
.....

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

3.12.1 If yes, furnish particulars:
.....

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

3.13.1 If yes, furnish particulars:
.....

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

3.14.1 If yes, furnish particulars:
.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

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

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

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

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



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

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

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

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

BANK NAME:			
ACCOUNT NAME: (e.g. ABC Civil Construction cc)			
ACCOUNT TYPE: (e.g. Savings, Cheque etc)			
ACCOUNT NO:			
ADDRESS OF BANK:			
CONTACT PERSON:			
TEL. NO. OF BANK / CONTACT:			
How long has this account been in existence:	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)
	7-12 months	<input type="checkbox"/>	
	13-24 months	<input type="checkbox"/>	
	More than 24 months	<input type="checkbox"/>	

Name of Tenderer:

Date:

Signature:

Full name of signatory:

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

FORM G: MUNICIPAL ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:

(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE _____

FULL NAMES OF SIGNATORY

[illegible]

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

Important: Note the following

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 Applicable preference point system

- a) The applicable preference point system for this tender is the 80/20 preference point system.

- 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 Price and Specific goals

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 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 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 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 the 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
Youth	5	
Disability	5	
Locality:		
Service Providers within Thembisile Hani Local Municipality	5	
Any other Province	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

**ATTACH RECORDS OR APPROVED INFORMATION FOR THE VERIFICATION OF THE SPECIFIC
GOALS**

FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
--

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SANS 1286:2011) for this bid is/are as follows:

Item No.	Description	Unit	Quantity	Minimum threshold for local content
	Facilities for the Engineer:			
1.1.2	a) Furnished office	Sum		85%
1.1.3	c) Name board	No	2	100%
1.1.4	d) Cellular Telephone	PC Sum	1	60%
1.1.5	f) All in one printer (Print, scan, fax, Photocopy)	PC Sum	1	60%
	Facilities for the Contractor:			
1.1.8	a) Office and storage sheds	Sum	1	85%
1.1.9	b) Workshops	Sum	1	100%
1.1.10	e) Ablution and toilet facilities	Sum	1	100%
SANS 1200L	SECTION 5: SEWER RISING MAIN PIPELINE			
	8.2.1 i) uPVC as per SANS 966 Supply, handle, lay, disinfect, test and bed on Class B bedding Class 16 uPVC pipes with socketed ends:			
5.1.1	a) 110mm nominal diameter	m	820	100%
	Extra over 8.2.1 for the Supply, Laying and Bedding of Specials Complete with Couplings: (i) uPVC Bends - Class 16 with socketed ends:			
5.2.1	a) 110mm diameter x 11.25 degree	No	5	100%
5.2.2	b) 110mm diameter x 22.5 degree	No	1	100%
5.2.3	c) 110mm diameter x 45 degree	No	1	100%
	ii) Cast Iron Flanged Adaptors:			
5.2.4	a) 110mm diameter	No	4	100%
	iii) Valves			
	a) Non-return valves, rated for 16 Bar work pressure (including valve box):			
5.2.5	a) 110mm diameter - flanged ends	No	2	100%
5.4.2	b) Lump sum for the supply and installation of 800m long x 1.8m high concrete palisade fencing with extended posts for razor wire (inclusive of the razor wire), 5m wide x 1.8m high security gate and 1.8m high pedestrian gate complete with all incidentals required	Sum	1	100%
	Supply, lay, joint, bed and test structured wall Class 34 uPVC heavy duty or similar approved socket ended pipes on granular bedding:			
6.1.1	a) 110mm nominal diameter	m	4912	100%

6.1.2	b) 160mm nominal diameter	m	635	100%
6.1.3	c) 200mm nominal diameter	m	455	100%

3. Does any portion of the goods or services offered have any imported content? **(Tick applicable box)**

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. **Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.**

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

(d)

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (e) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (f) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula

EU

GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

Note: VAT to be excluded
from all calculations

EU R 9.00GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with
Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0

Signature of tenderer from Annex B

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES	NO
-----	----

If yes, furnish your details in table below.

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

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

A Proof of good standing with Compensation Commissioner must be attached hereto

FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidder must complete the following questionnaire:

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

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days? **YES / NO**

.....
.....

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

.....
.....

2.2 If yes, please provide particulars

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

3. Has ay 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

.....
.....

1.1 If yes, furnish particulars

.....

.....

2. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?
YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

.....

Position

.....

Name of Bidder

THEMBISILE HANI LOCAL MUNICIPALITY



**THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER
TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

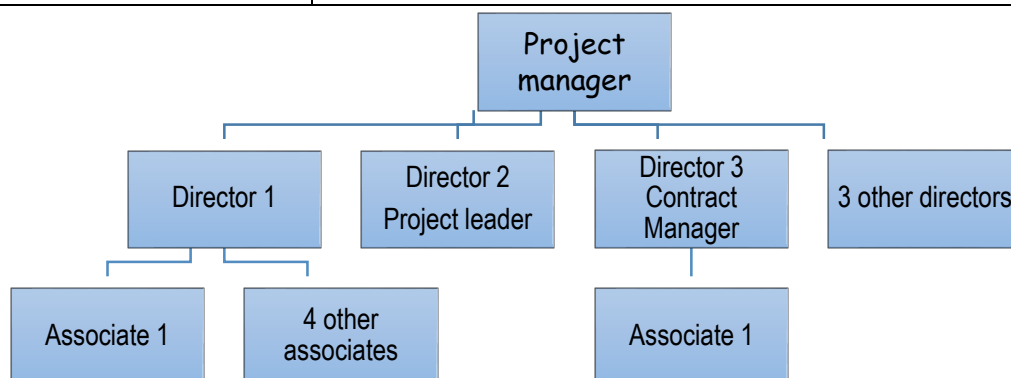
RETURNABLE FOR EVALUATION PURPOSES

FORM N: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

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

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



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

FORM O: PROPOSED PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM P: SCHEDULE OF PREVIOUS EXPERIENCE

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

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

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

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

[illegible]

FORM Q: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

[illegible]

FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

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

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

3. Vehicles

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

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

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

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

FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below:

[illegible]

FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

If yes, fill or attached the communication that you received.

The undersigned 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 of Details

An addendum is any communication issued by Thembisile Hani Local Municipality after the non-compulsory briefing session

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

THEMBISILE HANI LOCAL MUNICIPALITY



THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Safety Agreement

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3.1 Scope of Works (SANS 10403:2003)
- C3.2 Standard Specification
- C3.3 Project Specification
- C3.4 Particular Specification

Part C4: Site Information

- C4.1 Site Information
- C4.2 Geotechnical Report

Part C5: Annexures

- C5.1 Supply Chain Management Policy
- C5.2 Occupational Health and Safety Specifications
- C5.3 Drawings

THEMBISILE HANI LOCAL MUNICIPALITY



**THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER
TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

C1: AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Safety Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER (AGREEMENT)

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **CONTRACT No. THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1.**

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

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

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

.....

..... rand (in words);

R (in figures),

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

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

FOR THE BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity

.....

(Name and address of organisation)

Name and signature of Witness

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE CLIENT:

Signature(s) (1) (2)

Name(s)

Capacity

Thembisile Hani Local Municipality

(24 Police Station Street, Kwaggafontein C, Kwaggafontein)

Witness 1

Witness 2

Name

Name

Signature

Signature

Date

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject	.....
	Details	.....
2	Subject	.....
	Details	.....
3	Subject	.....
	Details	.....
4	Subject	.....
	Details	.....

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

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

FOR THE BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity

.....

.....

.....

(Name and address of organisation)

Witness 1

Witness 2

Name:

Signature

Date

FOR THE EMPLOYER:

Signature(s) (1) (2)

Name(s)

Capacity

Thembisile Hani Local Municipality

(24 Police Station Street, Kwaggafontein C, Kwaggafontein)

Witness 1

Witness 2

Name:

Signature

Date

C1.2 CONTRACT DATA

GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFICATION DATA

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

Part 1: Data Provided by the Employer

Clause		
1.1.1.13	The Defects Liability Period is 365 days (<i>measured from the date of the Certificate of Completion</i>).	
1.1.1.14	The time for achieving Practical Completion is 365 days (12 months), including all special non-working days as defined in clause 5.8.1. This period includes approximately 21 days to 28 days (1 month) builders break and public holidays.	
1.1.1.15 1.2.1.2	The Employer is:	Thembisile Hani Local Municipality
	The THLM Manager Technical Services is:	Mr W Mtsweni
	The Employer's address for receipt of communications is: <u>Physical address:</u> <u>Postal address:</u> 24 Police Station Street Private Bag X 4041 Kwaggafontein C Empumalanga Kwaggafontein 0458	
1.1.1.16	The Engineer is:	Matshego Engineers (Pty) Ltd
	The Engineer's address for receipt of communications is: <u>Physical address:</u> <u>Postal address:</u> 79 Kamperfoelie Street, PO Box 59567 Amandasig, Akasia Karenpark, Pretoria 0118 0118	
1.1.1.26	The Pricing Strategy is: Re-measurement Contract.	
1.3.2	The governing law is <i>the law of The Republic of South Africa</i> .	
3.1	The Engineer is required in terms of his appointment with the Employer to obtain	<ul style="list-style-type: none"> • Clause 5.12: Extension of Time for Practical Completion • Clause 6.3: Variations

Clause		
	the following specific approvals from the Employer:	<ul style="list-style-type: none"> • Clause 6.6.3: Expenditure of Contingency Allowance • Clause 10.1.5: The Employer's Agent shall rule on any claim lodged by the Contractor, but the final approval shall be upon written approval from the Employer in accordance with the standard documentation of processing claims
5.1.1.1	The special non-working days are:	All applicable public holidays including the December 2018 and 2019 "builders holiday" period
5.1.1.2	Replace the word "excluded" in Clause 5.1.1.2 with "included".	
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Construction Work Permit issued by the Provincial Director of the Department of Labour. A mobilisation period of 30 days, after submission of an approved Health and Safety Plan by the Contractor, has been allowed for this process. • Health and Safety Plan (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6). • Security (Refer to Clause 6.2). • Insurance (Refer to Clause 8.6). • Quality Assurance Plan (Clause 7). 	
5.3.2	The time to submit the documentation required before commencement with Works execution is twenty-eight (28) days.	
5.8.1	<p>The non-working days are Sundays. The special non-working days are:</p> <ol style="list-style-type: none"> 1. All public holidays and voting days, if applicable. 2. The year-end break commencing and ending on dates as specified by SAFCEC. 	
5.16.3	The latent defect period is ten (10) years for Civil Engineering works.	
6.2	The Form of Security shall be a Fixed Performance Guarantee. The liability for the security / guarantee shall be for 10% of the Contract Price. The guarantee shall remain valid until the issue of the Certificate Completion for the Permanent Works	
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is:	Nil
8.6.1.1.2	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is:	R 500 000-00.
8.6.1.2	A Coupon Policy for Special Risks is to be issued.	To be approved by the Employer's Claims Management Services Provider

Clause	
8.6.1.3	<div> <div>The limit of the liability insurance is: (To be approved by the Employer's Claims Management Services Provider)</div> <div>R 5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.</div> </div>
8.6.1.5	<div> <div>The following additional and varied insurances are required:</div> <div>Not applicable</div> </div>
5.13.1	<div> <div>The penalty for failing to complete the Works is:</div> <div>ONE percent of contract price per calendar week to a maximum 10% of contract value</div> </div>
5.13.4	<div> <div><i>Add the following new Clause:</i></div> <div> <p>Failure to reach either the CPG or any individual Target Group targets shall render the Contractor liable for a penalty as prescribed in as set out in section PCY4.5 in the Scope of Works unless there are compelling reasons why the target or sub-targets could not be achieved.</p> <p>Penalty Targeted Labour = $0.15 \times ((TL - TG) + \text{Sum } (TL\ n - TG\ n) - 1.2 \times L\ dp)$</p> <p>Where:</p> <p>n = Each lowest order subgroup of Targeted Labour stipulated in the Contract Data.</p> <p>TL = Monetary value of the Targeted Labour calculated at the percentage stipulated in the Contract Data applied to the Final Contract Value (as defined in PCY 4.4).</p> <p>TG = Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.</p> <p>L dp = Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.</p> <p>(TL n - TG n) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.</p> <p>Penalty Targeted Enterprises = $0.15 \times ((TE - TGE) + \text{Sum } (TE\ n - TGE\ n) - 1.2 \times TE\ mv - 1.2 \times TE\ dp)$</p> <p>Where:</p> <p>n = Each lowest order subgroup of Targeted Enterprise stipulated in the Contract Data.</p> <p>TE = Monetary value (excluding VAT) of Targeted Enterprises calculated at the percentage stipulated in the Contract Data applied to the Final Contract Value (as defined in PCY4.4)</p> <p>TGE = Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.</p> </div> </div>

Clause			
	<p>TE mv = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.</p> <p>TE dp = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.</p> <p>(TE n – TGE n) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.</p> <p>The total Penalty value shall be the sum of the Targeted Labour and Targeted Enterprises Penalty values unless the total Penalty value is negative then it shall be a zero value.</p> <p>Interim penalty valuations should be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions, but must not be applied to the interim certificate value.</p> <p>Any Penalty payable shall be calculated on, and applied to, the Final Contract Value.</p>		
6.8.2	<p>Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment. The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The Value of “x” is: 0,15</p> <p>The values of the coefficients are:</p> <ul style="list-style-type: none"> • a = 0,25 Labour • b = 0,15 Equipment • c = 0,45 Material • d = 0,15 Fuel <p>“Labour Index” and shall be the price index for “Consumer Price Index” for the Mpumalanga Province, as published in the Statistical Release P0141, Table A, of Statistics South Africa.</p> <p>“Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa.</p> <p>“Materials Index” and shall be the price index for the “Civil engineering material (excluding bitumen)” as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa.</p> <p>“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”, as published in the Statistical Release P0142.1, Table 1, of Statistics South Africa.</p> <p>The base month is: the month prior to the closing of the tender.</p>		
6.8.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Variations in cost for special materials</td> <td style="width: 50%; padding: 5px;">No special materials listed</td> </tr> </table>	Variations in cost for special materials	No special materials listed
Variations in cost for special materials	No special materials listed		
6.10.1.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">The percentage advance on materials not yet built into the Permanent Works is:</td> <td style="width: 50%; padding: 5px;">Eighty percent (80 %)</td> </tr> </table>	The percentage advance on materials not yet built into the Permanent Works is:	Eighty percent (80 %)
The percentage advance on materials not yet built into the Permanent Works is:	Eighty percent (80 %)		

Clause		
6.10.3	The percentage retention on the amounts due to the Contractor is:	Ten percent (10 %.)
	The limit of retention money is:	10% of the contract price. (No interest shall be payable to the Contractor upon any monies retained in terms of the contract.)
10.5.1	Dispute resolution shall be by standing adjudication.	
10.5.3	The number of Adjudication Board Members to be appointed is three (3).	
10.7.1	The determination of disputes shall be by arbitration.	

PART 2: PARTICULAR SPECIFICATIONS

Clause

1.1 Definitions

1.1.1.36 **‘Construction Period’** means the number of days as specified in the Contract Data, within which the Contractor has to complete the construction of the Works as detailed in Part C3.”

5.3.3 Time to instruct commencement of the Works

Replace the entire amended Clause 5.3.3 with:

"If the Employer's Agent's instruction to commence carrying out the Works, or to resubmit documentation, is not received by the Contractor within 7 days from the actual date of submission of the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken:

5.3.3.1 In respect of works not requiring a construction work permit to be on the expiry of such 7 days.

5.3.3.2 In respect of works requiring a construction work permit to be on the expiry of the 30 days (1 month) Mobilisation Period, unless otherwise instructed.”

5.13.1 Penalty for delay

Change the heading of this clause to read “Penalty for delay and other charges” and insert the following as a 1st paragraph to this clause:

“Penalties and other payments to the Employer shall apply as follows:”

Keep the existing two paragraphs unchanged and add the following paragraph:

“The Contractor will be liable to contribute 70% of the combined laboratory cost as a monthly deduction against each interim payment certificate.”

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Employer's Agent ... on expiry of 14 days."

with the following:

"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second and third lines with the following:

", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"

Clause

5.14.4 Certificate of Completion

Replace the Employer's Agent *"in the third line of the first paragraph with:*

" , the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"

i. **Delivery, dissatisfaction with and payment of payment certificate**

Replace "28 days" in the seventh line with"30 days".

6.10.5 Payment of retention money

Add after the first sentence:

"Half of the retention money shall only be released once the Contractor has rehabilitated all the borrow pits utilised for the project, and the Department of Mineral Resources has issued a letter in which they indicate that they are satisfied with the rehabilitation of the borrow pits."

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 per cent".

10.1.5 Employer's Agent's ruling on Contractor's Claim

Add the following to Clause 10.1.5 before the last sentence:

"If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may assume that the claim has been rejected by the Employer's Agent and submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."

10.3.1 Dispute Notice

Replace Clause 10.3.1.1 with the following:

"10.3.1.1 The dispute arises from any ruling."

PART 3: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The Contractor is
1.2.1.2	<p>The Contractor's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax:</p> <p>E-mail:</p>
6.2.1	The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.
6.5.1.2.3	The percentage allowance to cover overhead charges is%.
6.8.3	The variation in cost of special materials is as per Form B2.
5.3.3	<p><i>Add the following to Clause 5.3.3 after the last sentence:</i></p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>
5.14.1	<p>Practical Completion</p> <p><i>Replace the last sentence of the second paragraph: "Should the Employer's Agent ... on expiry of 14 days."</i></p> <p><i>with the following: "Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</i></p>
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p><i>Replace "the Employer's Agent" in the second and third lines with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent.</i></p>
5.14.4	Certificate of Completion

Clause	
	<i>Replace "the Employer's Agent" in the third line of the first paragraph with: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</i>
6.10.4	Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the seventh line with "30 days".</i>
6.11	Variations exceeding 15 per cent <i>Replace "15 per cent" in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 per cent".</i>
10.1.5	Employer's Agent's ruling on Contractor's Claim <i>Add the following to Clause 10.1.5 before the last sentence:</i> "If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may assume that the claim has been rejected by the Employer's Agent and submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."
10.3.1.1	Dispute Notice <i>Replace Clause 10.3.1.1 with the following:</i> The dispute arises from any ruling."

C1.3: PRO FORMA - PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical Address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words: R

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means:

(*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

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Contractor

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Witness 1

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Witness 2

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Witness 1

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Witness 2

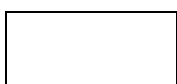
- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
R.....
(Amount in words)
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
R.....
(Amount in words)
- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

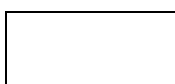
- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

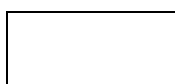
- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;



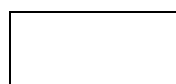
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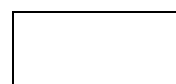
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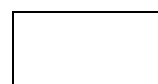
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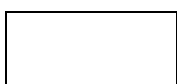


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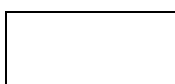


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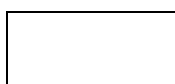
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the



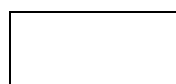
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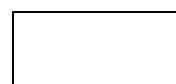
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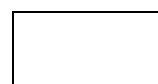
Witness 2



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Witness 1



Witness 2

jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at

Date.....

Guarantor’s signatory (1)

Capacity

Guarantor’s signatory (2).....

Capacity.....

Witness signatory (1)

Witness signatory (2).....

C1.4: SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

THEMBISILE HANI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE EMPLOYER)

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No:

.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety amendment Act, 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself with such arrangements and procedures.



Contractor



Witness 1



Witness 2



THLM



Witness 1



Witness 2

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed atfor and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES:

1. 2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

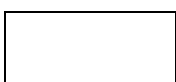
SIGNATURE:.....

NAME AND SURNAME:

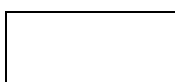
CAPACITY:

WITNESSES:

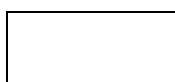
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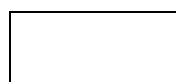
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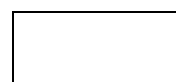
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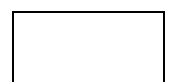
Witness 2



THLM



Witness 1



Witness 2

THEMBISILE HANI LOCAL MUNICIPALITY



**THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER
TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK
PACKAGE 1**

C.2.1: PRICING INSTRUCTIONS

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C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

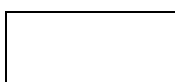
Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

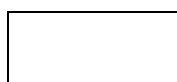
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

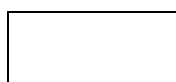
Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against



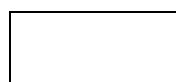
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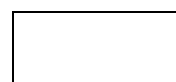
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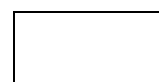
Witness 2



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Witness 1



Witness 2

any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

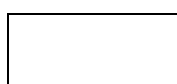
Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

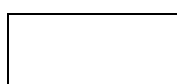
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bided rate of the (same) item
Sum	:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

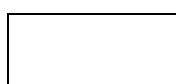
mm	=	millimetre	m	=	metre
km	=	kilometre	km-pass	=	kilometre-pass
m ²	=	square metre	m ² -pass	=	square metre-pass
ha	=	hectare	m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre	kW	=	kilowatt
kN	=	kilonewton	kg	=	kilogram
t	=	ton (1 000 kg)	%	=	per cent
MN	=	meganewton	MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum	Prov Sum	=	Provisional Sum



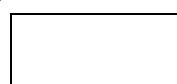
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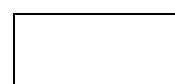
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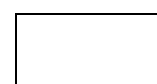
Witness 2



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Witness 1



Witness 2

THEMBISILE HANI LOCAL MUNICIPALITY



THLM/SCM26/2022-2023/WS02: UPGRADING OF TWEEFONTEIN K WASTE WATER TREATMENT WORKS, PHASE 2 - WATER AND SEWER RETICULATION - WORK PACKAGE 1

C3: SCOPE OF WORKS

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- C3.1.1 Employer's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 Employer's Design
- C3.2.3 Contractor's Design
- C3.2.4 Tender Drawings
- C3.2.5 Design procedure

C3.3 SUBCONTRACTING

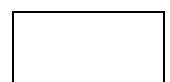
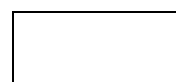
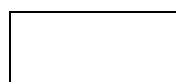
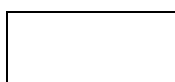
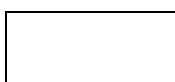
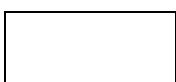
C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing Services
- C3.4.6 Variations and additions to SANS 1200 Standardized specifications and particular specifications

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- C3.5.1 Generic Specification

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- C3.6.1 Health and Safety requirements and procedures
- C3.6.2 Protection of the Public
- C3.6.3 Barricades and lighting
- C3.6.4 Traffic control on roads

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3 SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers objectives

- Sewer reticulation, class 34 uPVC pipes, ranging between 110-250mm diameter. Installation complete with yard connections, manholes and cleaning eyes.
- Water reticulation, class 12 uPVC pipes, ranging between 63-250mm diameter. Installation complete with yard connections, water meters and fire hydrants.
- Sewer pump station complete.
- Sewer rising main (110mm Ø; class 16 uPVC).
- Construction of a guardhouse.

Bidders must note that preference will be given to local based companies and that this bid may be awarded to more than one company.

C3.1.2 Overview of the works

The construction of water and sewer reticulation in Tweefontein K Extension South. This also includes the construction of a sewer pumpstation and a rising main.

C3.1.3 Extent of the works

The scope of the Works is further summarised as follows:

- Contractor's site establishment, maintenance thereof and removal after completion;
- Clearing of the pipelines routes and pumpstation site (± 15km);
- Excavation and backfill;
- Laying and testing of water (± 7.5km) and sewer (± 6km) reticulation pipes;
- Laying and testing of sewer rising main (± 0.8km) pipes;
- Bedding and backfill of pipes;
- Installation of water yard connections and meters (± 490);
- Installation of sewer yard connections (± 490);
- Construction of pumpstation complete with pumps, sewer sump, guardhouse, electrical works including Eskom transformer, standby generator, etc.
- Rehabilitate the site, finish-off site and surroundings and clean-up site of all excess materials;
- Dealing with a nominated CLO and local Project Steering Committee regarding social aspects and local labour recruitment.

C3.1.4 Location of the works

The Works is located at Tweefontein K Extension south of the main taxi and bus route from Vlaaklaagte 1 to Tweefontein B within the Thembisile Hani Local Municipal area.

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Contractor

Witness 1

Witness 2

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Witness 1

Witness 2

C3.1.5 Temporary works

The following items shall generally form the majority of temporary works required under this Contract, however shall not be limited to such, and might be expanded or changed by the Engineer should circumstances on site validate such decisions.

These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide temporary fencing around Contractor's camp site and Contractor's site office;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc. as required;
- Setting out of the works by the Contractor;
- Monitor and report levels as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Engineer, and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme.

C3.2 ENGINEERING

C3.2.1 DESIGN

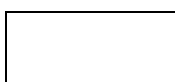
- (a) The Employer is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the Temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

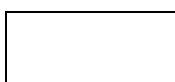
The Employer is responsible for the design of the entire upgrade, including all peripheral repair and site works.

C3.2.3 CONTRACTOR'S DESIGN

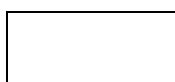
Where Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.



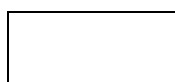
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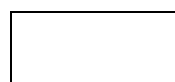
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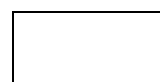
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C3.2.4 DRAWINGS

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 Engineer. The Engineer 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. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. 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 Engineer's Representative on a regular basis.

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.

The Drawings prepared by the Employed for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

TENDER DRAWINGS:

The following drawings/documents are bound in Section C4, and shall form part of the tender documentation.

C3.2.5 DESIGN PROCEDURES

New and existing infrastructure will be considered under this contract.

C3.3 SUBCONTRACTING

The contractor will be required sub to contract a minimum of 20% of the value of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the engineer on behalf of and/ or in liaison with the employer, which will be selected from a local database.

C3.4 CONSTRUCTION

C3.4.1 GENERAL SPECIFICATION

This section of the Contract documents should be read together with all other sections and Standardized and Particular Specifications included in the Contract documents or Standardized Specifications mentioned in the Contract documents, but separately available. The documents should be read and interpreted jointly in order to determine the full requirements of the Contract.

SITE ESTABLISHMENT

The Contractor is responsible for Site Establishment. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services to specific points. The Contractor shall bring to the Site all his necessary construction equipment and install all stationary construction equipment and plant at locations and in the manner accepted by the Engineer. The Contractor shall submit sufficiently detailed plans showing the proposed locations of such stationary equipment and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been accepted by the Engineer.

Services and facilities provided by the Employer**Source of water supply**

The Contractor shall make his own arrangements for the supply of water for construction and testing purposes. The Contractor will be required to supply, install, operate and maintain at his cost, such temporary pipework and storage facilities as may be necessary to ensure sufficient supply. The supply shall be metered. The Contractor will also be required to pay all connection fees, cost of water drawn from the water supply authority's system at the ruling tariffs in force at the time as well as include all such requirements throughout the duration of the Contract.

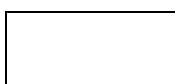
Source of power supply

The Contractor shall make his own arrangements temporary power supply for construction purposes. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary power supplies he may require for his use on the site as well as include all such requirements throughout the duration of the Contract.

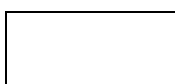
Facilities provided by the Contractor**Contractor's camp**

On this Site, the Contractor shall be responsible in establishing the final grade for his site establishment requirements including; construction offices, storage areas, warehouse, machine and repair shops, fuel tanks, storage tanks, power and water distribution lines and provide such related facilities and sanitary conveniences that are necessary for maintaining health, peace and order, and safety in the work areas. The positions of all buildings constructed by the Contractor for his own use will be subject to the acceptance of the Engineer. Temporary and permanent fencing around the Contractor's Site establishment areas and electrical and mechanical apparatus connected to the electrical supply shall be erected by the Contractor where needed. On completion of work on Site, buildings constructed by the Contractor for his own use shall be completely demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.

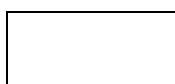
The Contractor shall be responsible for all temporary services required by him both for the site establishment area, camp site and for construction purposes, including water, electricity, sewage, and communication facilities.



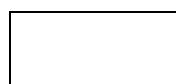
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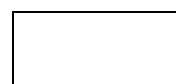
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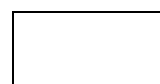
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Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Engineer who shall have free access to the premises at all times.

In addition to the above, the Contractor shall provide one toilet per 10 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be located in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil. The Contractor is to ensure portable toilet facilities are cleaned on a regular basis.

Storage and laboratory facilities

The Contractor shall provide all storage and laboratory facilities required for the proper execution of the works.

Other services and facilities

The requirements of the Engineer's Site establishment are detailed in Project Specification PSA and PSAB.

Disposal of refuse

The Contractor shall be responsible for the disposal of refuse and waste generated by his staff on a daily basis. The site is to be kept clean, neat and tidy, to the *Employer's* satisfaction.

Telephone facilities

The Contractor is to provide his own telephone facilities as well as facilities for the use of the Engineer, or his representative for the duration of the Contract.

Housing facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.

Notice boards

The Contractor will be permitted to display two notice boards advertising his Contract on or near the Site or access points to the project area. The notices shall be of a form and in a position accepted by the Engineer and shall include details of other parties involved (including the *Employer*) as well as the Contractor. No advertisement shall be displayed without the acceptance of the Engineer.

Site usage

Working with road reserves, Eskom servitudes, etc.

The Contractor is to confine his activities strictly to the indicated working areas and to the spoil sites and the direct access roads to these. He shall not work outside his designated working areas

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except with the prior approval of the Employer, in writing. It is advised that the Contractor takes note of damaged structures or parts thereof and report these to the Engineer in writing before work starts at or near an existing structure to prevent possible disputes with the occupant or owner.

Site safety and precautions against nuisance

The Works is to be conducted within residential areas with pedestrian and vehicular traffic. The watching, barricading, lighting and traffic control on site shall be carried out where required in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.

Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted between the hours of 07:00 and 17:00 only. Any work outside normal working hours requires written approval by the Engineer 24 hrs in advance.

Dust suppression is required for all earthworks activities prone to form excessive dust. Any rock or debris falling from trucks on any haul road shall be removed immediately. Precautions shall be taken to prevent fouling of the site and public roads by trucks. The Engineer may instruct the Contractor to clean roads where any material or debris deposited by any construction vehicle may constitute a danger to the public.

The Contractor is solely responsible for the security of his camp, plant and materials. The Contractor is to familiarise himself with the locality of the proposed site and allow sufficient security measures in order to protect the works. The Employer will not be held responsible for any damages, theft or

Permits and wayleaves

The Employer will make the arrangements for all security access permits and wayleaves necessary within the Works.

Alterations, additions, extensions and modifications to existing works

Interfaces with existing works are indicated on the relevant drawings as far as possible. The Contractor shall take note of these and make appropriate allowances for dealing with, and where necessary, making modifications or tying into these services.

Inspection of adjoining properties

The Contractor will be required to inspect all properties within 50m radius of any excavation on site before and after completion of the works. A detailed written and photographic record of the inspections is to be submitted to the Engineer and Client prior to excavation activities commence.

Water for construction purposes

The Contractor is required to construct and maintain standpipes for construction water.

Survey control and setting out of works

Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged

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pegs and beacons to the Engineer's Representative, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs, the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

Survey records of beacons, bench marks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, bench marks, reference marks or trigonometric stations.

C3.4.3 PLANT & MATERIALS

Materials supplied by the *Employer*

No materials will be supplied by the *Employer*. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services.

Materials, samples and shop drawings

All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, taking into account availability of supply, price and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

C3.4.4 CONSTRUCTION EQUIPMENT

The Contractor shall provide all construction equipment and plant necessary to complete the works.

Requirements for equipment

All construction equipment shall be used for the purpose that it was designed for, should be in good working condition and shall be used in a safe manner and shall comply with all relevant legal and roadworthy aspects.

Equipment provided by the *Employer*

The *Employer* will not provide any plant and equipment required for construction purposes. All equipment and plant required shall be provided by the Contractor.

EXISTING SERVICES

Known services

The position of the known existing services is indicated on the layout drawings as far as reasonably possible. The Contractor shall, however, take note of the fact that this is a developed site which is adjoined and crossed by many services. The Contractor must therefore make provision for suitable means of locating and accommodating all services, including those not known or shown on the drawings. This, however, does not relieve the Contractor from responsibility of verifying if any additional services are present in the area by searching and probing the terrain in question for any existing services or indications of the presence of such services. The Contractor shall at all times exercise the utmost care when working in their vicinity and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

Treatment of existing services

Work will be carried out in the vicinity of existing services and all such services shall remain in operation at all times, except where arrangements have been made for the interruption of the service for the purposes of carrying out the Works under this Contract.

Existing overhead and underground services may be indicated on drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.

The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

Use of detection equipment for the location of underground services

The Contractor shall be allowed to use non-intrusive equipment for the location of existing services if so agreed. Should excavation be required to identify and or expose any services this shall be for the account of the contractor and shall only proceed once the relevant permits or approvals have been issued by the Employer.

Damage to services

Should any existing services be damaged by the Contractor, the Engineer shall be informed immediately. The Contractor shall repair the damaged service if so instructed by the Engineer or shall assist in the repair of the service as instructed by the Engineer at the Contractor’s own cost.

C3.4.6 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

Although not bound in nor issued with this document, the following standard specifications shall form part of the contract and notwithstanding the provision of sub-clause 2.2 of SANS, the editions specified below shall apply:

- SANS 1200 A : General
- SANS 1200 : Engineers Office
- SANS 1200 C : Site clearance
- SANS 1200 D : Earthworks
- SANS 1200 DB : Earthworks (Pipe Trenches)
- SANS 1200 GA : Concrete (small works)
- SANS 1200 G : Concrete (Structural)
- SANS 1200 L : Medium Pressure Pipelines
- SANS 1200 LB : Bedding (Pipes)

In addition the following particular specification that is bound into this document shall apply.

- Specification PS L : Medium pressure pipelines
- Specification PS SL : Steel pipes
- Specification PS G : Concrete (Structural)
- Specification PS E : Electrical

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

PROJECT SPECIFICATION: CIVIL AND STRUCTURAL

PSL SANS 1200 L: MEDIUM PRESSURE PIPELINE

PSL 1 SCOPE

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

PSL 2 MATERIALS (Sub-clause 3.1)

PSL 2.1 APPLICABLE STANDARDS

The latest revisions of the following standard specifications shall apply:

SANS 144 - Single Door Reflux Valves

SANS 191 - Cast Steel Gate Valves

SANS 192 - Cast Steel Single Door Reflux Valves

SANS 664 - Cast Iron valves for waterworks and Heavy Industrial applications.

SANS 5155 - Cast Iron and Carbon Steel Butterfly Valves

SANS 1123 - Steel flanges for pipes (Back of flanges spot faced)

PSL 2.2.2 MATERIALS

Cast Iron and Resilient Gate Valves shall be manufactured from iron or cast steel depending on the specific working pressure.

Spindles shall be manufactured of high-grade stainless steel.

PSL 2.2.3 MARKING OF VALVES

The design pressure in Mega Pascal (MPa) shall be engraved on the side of the valve where it is legible. Valves shall be marked with the item number of the schedules when delivered to site.

PSL 2.2.4 HANDWHEELS AND CLOSURE

Where hand wheels are specified edges shall be machined to a smooth surface. Wording "OPEN" and "CLOSE" will be casted into hand wheels. Valves will close clockwise except where it is otherwise specified. Spindles will be of the non-rising type.

PSL 2.2.5 PROTECTION OF VALVES

Valves shall be painted externally with a zinc chromate primer according to SANS 679 Type 1. (Dry film thickness of 50 mnc) After installation damaged primer shall be made good with compatible primer in accordance with valve supplier's specifications.

Subsequently to making good of the primer the valve shall be painted with two layers of alkyd based enamel according to SANS 630 Grade 1 (dry film thickness of 250 micro meter per layer) to match the colour of adjoining pipe work.

PSL 2.2.6 HANDLING, DELIVERY AND INSTALLATION

All valves and related items shall be handled with the necessary care throughout all processes of manufacture, testing, delivery and installation. Valves shall be handled solely with slings that will cause no damage. In particular the inlet and escape orifices of air valves and special valves shall be effectively sealed after manufacture until completion of installation and this sealing shall be examined regularly to ensure that it is still effective.

Valves shall be effectively supported, packed or fastened down for transporting and care taken to avoid valves knocking together during transport. Valves shall be stored in a safe place above ground and shall be protected against the ingress of foreign matter.

PSL 2.3 Fittings

Generally fittings are to be manufactured in uPVC or cast iron as applicable. Fittings shall be compatible in respect of working and test pressure to those of the pipelines. All necessary fittings and adaptors to suit the water mains must be provided and fitted.

PSL 3 CONSTRUCTION

PSL 3.1 Test pressure (Sub-clause 7.3.1)

All pipes must have a minimum working pressure of 1200 kPa. Test pressure for field testing shall be 1,25 times the working pressure. All pressure testing shall be performed in accordance with SANS 1200L, Claus 7.3 "Standard Hydraulic pipe test".

PSL 3.2 Laying of continuous flexible pipes

HDPE continuous flexible piping of external diameter less than or equal to 50 mm, in soil trenches less than 1,5 m deep, shall be laid down in whole lengths, jointed only at fittings or specials. These pipes shall be laid in the centre of the trench, bedded and backfilling shall then be done with selected granular material and selected fill material to the height and standard specified for flexible pipe beddings. In case of pipes laid in trenches in rock, the pipe shall be laid on a layer of 75 mm thick selected granular material; backfilling shall then proceed as described above.

The minimum base width shall be 300 mm.

The depth of excavation for pipes from existing ground level shall in general be not less than 800 mm, except at connections at the water mains.

PSL 3.3 Anchor / thrust blocks and pedestals (Sub-clause 5.5)

Dimensions at all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than 7 (seven) calendar days in advance.

PSL 4 MEASUREMENT AND PAYMENT

PSL 4.1 Supply, lay and bedding of pipelines complete with couplings (sub-clauses 8.2.1, 8.2.2 and 8.2.3)

Notwithstanding the provision of sub-clause 8.2.4, 8.2.6 and 8.2.7, separate items will not be scheduled for the cutting of the pipe. The supply and fixing of the extra couplings, supply and installing joints with machined collars and special couplings, and the encasing of joints will therefore be deemed to be included in the rates tendered for the relevant items.

PSSL **PARTICULAR SPECIFICATION SL: STEEL PIPES**

PS SL **STEEL PIPES, SPECIALS AND FITTINGS**

PS SL 1 **SCOPE**

This specification covers the manufacture, corrosion protection, delivery, erection, installation, making good of corrosion protection as well as over-coating as may be required, site-testing and commissioning of steel pipes, specials and fittings mostly for the conveyance of water, but also for air, at normal ambient temperatures between 5°C and +70°C.

Standards referred to in the Specification are listed in the Annexure to this Specification.

PS SL 1.1 **Manufacture of steel pipes**

Steel pipes with normal bore up to 150mm diameter shall be manufactured to conform to all the requirements of SANS 62 whereas steel piping of larger diameter shall be manufactured to conform to all the requirements of SANS 719, all as may be amplified or amended below.

The requirements regarding pipe sizes and grades, wall thickness, pipe lengths and pipe and requirements are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

The following minimum wall thickness shall apply:

<u>External Diameter (mm)</u>	<u>Minimum wall thickness (mm)</u>
168 – 406	4,5mm
419 – 508	5,9mm
570 – 864	6,0mm

With regard to Sub-clause 4.2.2.1 in SANS 719 the Contractor shall, before commencing with pipe manufacture, satisfy the Engineer that the welding methods to be used in the pipe manufacture are adequate by:

- a. The preparation of a weld sample employing precisely the same welding process, equipment and artisans by which the pipe shall be manufactured.
- b. The preparation and destructive testing of the sample in (a) above, as laid down in Clause 7.2 of SANS 719.

The results of the tests on the test pieces shall comply with the requirements of Clause 7.2 of SANS 719 in all aspects.

Such destructive testing shall be carried out for each grade of steel and for each thickness of steel in that grade.

With regard to sub-clause 4.2.2.2 and 4.2.2.3 in SANS 719 the height of the inner weld reinforcement shall not exceed 1mm.

PS SL 1.2 Manufacture of pipe specials

Only pipe conforming to the requirements of Clause PSL 1.3.1 above may be used for the manufacture of pipe specials.

For pipes of nominal bore, up to 150mm diameter T-pieces shall be heavy class pipe only, with the same wall thickness for both main and branch pipes. The manufacturing process and quality requirements are as specified in the relevant section of BS 806 (Section 3).

Dimensions and joint types for pipe specials are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

Welding shall be done by a welder holding a valid competence certificate (Grade 1) in terms of SANS 044 – Part V. Butt-welded joints shall conform to the requirements for welding for pipes under Clause PSL 1.3.1 above, and the Contractor shall prove all butt and fillet welded joints to be crack-free by carrying out dye penetrate tests, following the procedure laid down in BS 4416.

If at all practicable, pipe specials shall be subjected to hydraulic pressure tests as specified for pipe under Clause 1.3.1 above. Where this is not feasible, butt-welds must be subjected to radiographic inspection over their full length, with inspection procedure and acceptability limits for defects as specified in API 1104, keeping a record of all weld inspection and repair.

Where working pressures allow the use of malleable cast iron fittings for nominal bore up to 150mm diameter, these shall conform to the requirements of SANS 509.

PS SL 1.3 Pipe flanges, bolts and jointing

PSSL 1.3.1 Material and dimensions for flanges

The requirements for the materials and dimensions for flanges are in all respects as specified in SANS 1123.

A raised joint face shall be provided on all flanges of pressure rating higher than 2,5 MPa unless otherwise agreed to by the Engineer or as stated in the Schedule of Quantities, and the backs of cast or forged flanges shall be machined.

The machined surfaces of flanges shall be covered immediately after machining by a temporary rust preventative film of a suitable type as specified in BS 1133 (Section 6).

All flanges shall be drilled to SANS 1123 (Table 1600/3) or to the class as stated in the Schedule of Quantities.

PSSL 1.3.2 Welding on of flanges

The procedure for the welding-on of flanges, shall comply with the requirements of BS 806 (Section 3).

The proficiency of the welder and the quality requirements for the weld are the same as those specified in Clause PSL 1.3.2 above.

As a rule, the bolt holes in flanges for pipe specials shall not be on the vertical centre line.

When so specified in the Schedule of Quantities, flanged pipes shall be hydraulically tested after the welding-on of the flanges to a test pressure of 1,5 times the pressure rating of the respective flange.

PSSL 1.3.3 Bolts

Materials and dimensional requirements of bolts and nuts are specified in SANS 135 or 136. The Contractor shall correspondingly prescribe these requirements when ordering.

The threaded length shall be adequate to allow two full threads to protrude beyond the nut after the latter is fully tightened.

Each bolt shall be fitted with a nut and steel washer and bolts, nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706.

Unless otherwise indicated in the Pipe Schedule, the number of bolts to be supplied shall be determined on the basis that each flange is to be supplied with half the number of bolts required for that flange.

PSSL 1.3.4 Jointing

Insertion for flanges shall be of compressed fibre jointing and shall have a uniform thickness between 1,5mm and 3mm and the material shall comply with BS 2815 for the specific pressure rating.

PSSL 1.3.5 Pipe joints and coupling other than flanges

Pipe ends shall be prepared for the type of jointing and coupling as specified in the Pipe Schedule and/or stated in the Schedule of Quantities with the requirements for and preparations as specified in SANS 62 and 719 as applicable.

Standard couplings and flange adapters shall be of the VIKING JOHNSON type or equivalent and all loose bolts with nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706 and shall be lined and coated as specified in Clause PSL 1.2.6 below.

PSSL 1.3.5.1 Butt weld joints

At butt weld joints the internal protection shall be done in accordance with the following:

- Mix a styrene-butadiene copolymer latex (SBR) (Nitro bond or Duratex or similar) with water (1:1 ratio) and add Ordinary Portland Cement to form a slurry. Apply a coat of slurry to the steel and wet cement-mortar surface.
- Mix a SBR with water (1:3 ratio) and add to a cement/sand mix (1:1,5 ratio) to form a cement-mortar and apply while the slurry is still wet.

PSSL 1.3.5.2 Spigot and socket joints

At spigot and socket pipe ends the internal protection shall be done in accordance with the following:

- Prior to the joining of the pipes the edges of the cement-mortar lining and the steel surface shall be coated with slurry. Mix a bonding agent (Surfacrete from Samson or similar) with water (2:1 ratio) to form a slurry.
The surface of the cement-mortar must be wet when it is coated with slurry.
- Mix the slurry with an expansive cementitious grout (Standard Bedding grout from Samson or similar). While the slurry is still wet the grout shall be troweled to the edge of the cement-mortar lining in the socket.
- Push the spigot into the socket and tack weld. The excess grout that has been squeezed out of the joint shall then be removed from the pipe and the joint shall be smoothed with a scraper. Complete the welding before any movement at the joint is allowed and while the grout is still wet.
- The joint shall be welded at low amps and with thin rods to reduce the temperature of the steel at the grout.

The Contractor shall do tests to determine the optimum jointing procedure.

PSSL 1.3.6 Lining and coating of steel pipes, specials and fittings

Corrosion protection onto the inside of pipework

Pipework with diameters up to 150mm (Type A)

Hop dip galvanized in accordance with Sub-clause 3.9.2.1

Pipework with diameters greater than 150mm (Type B)

All pipes, specials and fittings, including couplings and flange adaptors, shall be fully lined and coated by COPON 2300 with a minimum of three coats to a minimum total dry film thickness of 250 micro meters on a steel surface that has been prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the first paint coat.

Successive paint coats shall be of different colours, and the colour of the final coat shall be approved by the Engineer prior to painting. Over-coating time between the applications of successive coats shall not exceed 24 hours.

Corrosion protection onto the outside of pipework

Exposed pipework (Type C)

The surface should be prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the primer.

Primer: one coat zinc chromate plus one coat universal undercoat with dry film thickness of minimum 15 microns.

Thereafter two finishing coats of gloss enamel structural paint of approved manufacture of different colours to a total film thickness of 38 microns per coat.

The colour of the final coats shall be in accordance with SANS 1091.

Pipework with diameters greater than 150mm (Type D)

All pipes, specials and fittings, including couplings and flange adaptors, shall be fully lined and coated by COPON 2300 with a minimum of three coats to a minimum total dry film thickness of 250 micrometres on a steel surface that has been prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the first paint coat.

Successive paint coats shall be of different colours, and the colour of the final coat shall be approved by the Engineer prior to painting. Over-coating time between the applications of successive coats shall not exceed 24 hours.

PS SL 1.3.6.1 Tape wrapping

External steel pipe coating and wrapping specification

A Denso Corroklad 750 tape or equivalent should be applied to the external surface of the 250mm diameter steel pipeline.

The tape consists essentially of a specially formulated polyethylene film laminated to a pressure sensitive, non-hardening thermoplastic adhesive. The adhesive layer is generally one and half times thicker than the polyethylene film.

The composite wrapping system provides a durable impact and cut resistant rock shield for normal and rugged service conditions.

Technical Data

The following information pertains to the Corroklad 750 tape:

- The base layer is made of polyethylene and is 0,3mm thick.
- The adhesive layer consists of rubber modified bitumen and is 0,45mm thick.
- The product thickness is 0,75mm.
- The tape has a minimum tensile strength of 15 MPa.
- The minimum elongation at failure is 300%.
- The adhesive and peel strength of the tape at 25°C is 2,2N/mm and 1,65N/mm respectively.
- The minimum electric strength of the tape is 25 kV.
- Cathodic disbondment by ASTM G8 Method B is 425mm².
- The service temperature of the tape is –10°C to 65°C.

Application Procedure

Corroklad tape can be successfully wrapped by hand (maximum tape width 100mm) and by machine. The general application is detailed below.

Surface Preparation

- All dirt, loose rust/mill scale and grease must be removed from the pipe surface.
- The minimum surface preparation acceptable for tape wrapping with Corroklad is ST2 (Swedish Standard SIS 055900-1967, Mechanical wire brushing).

Priming the Pipe Surface

- The primer to be used is Denso Primer D or equivalent Polymer Bitumen Solution, and is to be applied by means of a medium pressure cop gun.
- The primer may be thinned for application with white spirits or toluene.
- The primer should nominally cover 9m² litre.
- The minimum drying period at 20°C is 20 minutes.
- The flash point occurs above 23°C.
- If the pipes are prepared and primed off site, it may be necessary to apply a second coat of primer on site in order to rejuvenate the first application. This is only required if the pipe is being wrapped on site.
- The primer should be dust free prior to the application of the tape wrap system. Should the primer be contaminated, the surface must be re-primed.
- The primer should be allowed to dry for approximately 30 minutes at 20°C to 25°C prior to the application of the tape system.

Tape Application

- The Corroklad tape or equivalent should be spirally wrapped onto the primed pipe, utilizing a 55% overlap.
55% Overlap will ensure a minimum of two layers of tape at any point.
- Ensure that a constant web tension of 10 to 15kg/100mm is maintained during wrapping.
- At no time is the shrinkage of the total width of tape to exceed 2%.

Pipe Handling

- Non-metallic slings are to be utilized when handling the wrapped pipe sections or pipe, in order to ensure that no mechanical damage occurs to the tape.

PSSL 1.3.6.2 Making good and over-coating of steel pipes, specials and fittings

After erection, all damage to the COPON coatings shall be made good strictly in accordance with the paint supplier's detail specification. Prior to making good, a copy of these specifications shall be submitted to the Engineer.

Subsequent to the repair of COPON painted areas, all exposed pipework, as listed in the Schedule of Quantities, shall be cleaned of dirt, oil and such substances. These exposed pipe surfaces shall then be over-coated with two coats of polyurethane paint compatible with the COPON coating and in accordance with the paint supplier's detail specification including abrasion as may be necessary.

A copy of this specification shall be submitted to the Engineer as referred to above. The colours of the final coats shall be in accordance with SANS 1091 as follows:

Clear water pipes : B10 Brilliant green

PS SL 1.3.7 Handling, delivery and installation

All pipes, pipe specials and fittings shall be handled throughout the processes of manufacturing, corrosion protection, delivery and installation with all care necessary to prevent any damage.

After the corrosion protection of the outside of pipes and specials has been carried out, these items must be handled only by means of straps that will in no way damage the protection.

After completion of corrosion protection at the place of manufacture, all pipe ends shall be effectively closed off by at least a sheet of plastic held fast to the pipe and by binding wire.

This seal shall be checked specifically during delivery and after off-loading on site to confirm that it is still fully effective and shall immediately be repaired or replaced if damaged. Should there be the slightest danger of the ingress of foreign matter into the pipework during installation, the ends shall be kept sealed off all the time.

Pipes shall be supported during traveling on shaped and padded cradles while pipe specials shall be adequately supported and separated from each other to prevent any damage.

At the delivery points on site, pipes, pipe specials and fittings shall be supported by plastic sandbags of sufficient strength, such that the under sides of the pipes and pipe specials are at least 200mm off the ground. The number and positioning of supports under the pipes shall be such as to prevent any undue pipe deflection.

Bolts, nuts, washers and jointing, shall be packed in strong metal or wooden containers with effective lids, with each different sizes of bolts grouped separately in hessian bags all clearly labelled as to their contents.

Pipe work shall be securely clamped in its final position by means of galvanized fittings.

PS SL 1.4 FLEXIBLE COUPLINGS AT STRUCTURES

Flexible couplings shall be provided at the point where pipe lines enter all structures.

PS SL 2 CONSTRUCTION

PS SL 2.1 COVER OF PIPELINES (Sub-clause 5.1.4.2)

Water mains shall be laid to have a minimum cover of 1,0m outside the site of the works and 0,8m inside the site of the works.

PS SL 2.2 BREAK INTO MAIN

The Contractor shall break into and connect up to the existing water pipeline after all the work on the water main has been completed and tested. The Contractor shall arrange in cooperation with the local authority for the emptying of pipes and canal, excavations, etc. complete as required for the connection.

PS SL 3 TESTING

PS SL 3.1 TEST PRESSURE (Sub-clause 7.3.1)

All pipes must have a working pressure as indicated on drawings. Test pressure for field-testing shall be for steel pipes 1,25 times working pressure and for FC pipes 1,5 times working pressure.

In general the Contractor shall keep in mind that the existing water supply system shall remain in sure during the construction period. All new-old pipe connections, etc. shall only be allowed in off peak times.

PS SL 3.2 TESTING OF PIPE LINES (Sub-clause 7.3.1.2)

The complete pipeline shall be tested in consecutive sections.

The Contractor shall be responsible for providing temporary valves, end caps, blank flanges or other isolating devices to complete the hydraulic testing.

For field test pressure see PSL 3.1.

The acceptance test shall be carried out as described in Sub-clause 7.3.

PS SL 4 MEASUREMENT AND PAYMENT

The unit of measurement for payment for the manufacture, corrosion protection and final over-coating as may be required, delivery, installation of pipes, site-testing and commissioning of pipes, pipe specials and fittings conforming with this Specification shall be either the lump sum or the unit of length or the number of items, all as stated in the Schedule of Quantities with differentiation between pipe sizes, classes and end preparation as stated in the Schedule of Quantities.

PS SL 4.1 VALVES AND SPECIALS

The rates tendered and paid for valves and fittings must include the cost of the provision of an approved coating and the cost of any additional couplings other than those listed in the Schedule of Quantities to connect to the water mains.

All adapters and distance pieces required for the extension to the specified level and length as shown on the drawings for air and scour valves must be included in the rates for the units.

PS SL 4.2 ANCHORS / THRUST BLOCKS (Sub-clause 8.2.11)

The cost of any formwork and excavation required shall be included in the rate for concrete.

PS SL 4.3 FLEXIBLE COUPLINGS AT STRUCTURES

The cost of providing couplings, cutting pieces, etc. shall be allowed for in the rate tendered for pipe work.

Where the Contractor decides to use additional short collar couplings for convenience, he shall allow for the cost of such couplings in the rates tendered for pipe work.

PS SL 4.4 VALVES

The unit of measurement for payment for the manufacture, delivery, installation, setting, site-testing and commissioning of valves and related items conforming to this Specification shall be either the lump sum or the number of items, all as stated in the Schedule of Quantities with differentiation between valve types, sizes and classes as stated in the Schedule of Quantities.

PSG CONCRETE (STRUCTURAL) (SANS 1200 G)

PSG 3 MATERIAL

PS G 3.1.1 CEMENT (Sub-clause 3.2.1)

The preferred type of cement to be used for concrete structures shall be CEMIIBV or CEMIIB-W, Water: Cementation ratio 0.5.

PS G 3.1.2 CEMENT STORAGE (Sub-clause 3.2.3)

Cement shall not be kept in storage for longer than eight weeks without the Engineer's permission.

Cement which has been damaged in any way or which has been stored on site for a period exceeding three months shall be condemned and removed from site.

PS G 3.1.3 CONCRETE WITH REACTIVE AGGREGATES (Sub-clause 3.2 and 3.4)

The Contractor shall supply a test certificate for the aggregate confirming that it is not reactive.

With each delivery of materials under this clause the Contractor shall supply acceptable written evidence that this clause is being complied with.

PS G 3.1.4 AGGREGATE

Only dolomite aggregates to be used or other calcareous aggregates, with no impurities of chert, clay or other acid-insoluble residues.

PS G 3.1.5 PLUMBS (Sub-clause 3.4.2)

The use of plumbs shall not be permitted.

PS G 3.1.6 ADMIXTURES (Sub-clause 3.5)

Admixtures may only be used with the prior approval of the Engineer. Super plasticizers of the sulphated naphthalene formaldehyde condensates are preferred.

PS G 3.2 JOINT MATERIALS

PSG 3.2.1 PRIMER

An approved primer, full compatible with and/or manufactured for the specified jointing and sealing material shall be applied to the surfaces.

PSG 3.2.2 FILLERS

Fillers shall be closed-cell expanded polyethylene.

Fillers shall be pre-cut to suit the application with a tear-out strip for forming the specified recess for the bond breakers and sealant.

PSG 3.2.3 SEALANT AND BONDBREAKER

The elastomeric sealant shall be two-pack polyurethane type (gun grade for vertical joints) generally conforming with the physical properties specified in SANS 110, and used with primers as specified above.

The bond breaker placed immediately prior to application of the sealant shall be a self-adhesive vinyl type (or similar approved material) with a width the same as the joint recess into which it is to be applied.

PSG 3.3 CONSTRUCTION (Sub-clause 5)

PSG 3.3.1 COVER (Sub-clause 5.1.2)

The minimum cover to reinforcement shall be 50 mm unless otherwise specified on the Engineers drawings and bending schedules.

PSG 3.3.2 SPACERS REINFORCEMENT

Spacers of approved design include approved plastic or other proprietary spacers or purpose made precast mortar blocks.

Where mortar blocks are used, they shall be properly shaped so as not to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed.

The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300kg/m³; and which are free from honeycombing. They shall be cured in water for at least seven days. Mortar blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Engineer, will be rejected and shall be removed from the Site.

PSG 3.3.3 FORMWORK AND FINISHES (Sub-clause 5.2)

PSG 3.3.3.1 FORMWORK TIES

The use of sleeves through the concrete for formwork ties will not be permitted. Ties, when cast in, shall have some form of positive shear key to prevent any rotation when loosening formwork.

The formwork ties and bolt holes shall be placed with regularity and precision.

The finish of exposed concrete surfaces of concrete structures shall be "smooth" as detailed in (b) of sub-clause 5.2.1.

PSG 3.3.4 FILLETS AND CHAMFERS

All internal and external angles in concrete works (exposed corners) shall have 20mm X 20mm fillets and chamfers unless shown otherwise on the drawings.

The unit rate tendered for formwork shall cover the cost of forming these chamfers and fillets.

PSG 3.3.5 STRENGTH CONCRETE (Sub-clause 5.5.1.7)

With the exception of mixes weaker than 15Mpa, all concrete for the Works shall be considered to be strength concrete in terms of Sub-clause 5.5.1.7.

No concrete shall be cast until the mix designs have been approved by the Engineer. The Engineer may call for revised mix designs at any stage during the contract.

The Contractor has to supply and test 6 No. cube test results for approval prior to commencement of the works.

Unless otherwise specified on the drawings or in the Schedule all structural concrete shall have strength of 30 Mpa.

The concrete to be used on this contract shall be as follows:

For water retaining structures, 30/19 MPa with a minimum cement content of 360kg/m³ and a maximum of 400kg/m³.

For structures not in contact with water, 30/19 MPa concrete with a maximum cement content of 400kg/m³.

For anchor blocks, benching and mass concrete, 15/19 MPa concrete.

For no-fines concrete 15/19 Mpa concrete.

The successful Tenderer will be required to submit samples of the fine coarse aggregate which he proposes using, to the Portland Cement institute (or equivalent approved laboratory) for tests regarding the suitability of such aggregates. The institutes shall prepare trial mixes of the two stronger grades of concrete required for the contract to establish acceptable design mixes.

These mixes shall be designed for vibration. All data reports prepared by the Institute shall be submitted to the Engineer for information and approval.

PSG 3.3.6 DESIGN OF CONCRETE MIX

The concrete mix design shall be prepared by an approved independent laboratory and submitted to the Engineer for approval.

PSG 3.3.7 JOINTS

PSG 3.3.7.1 GENERAL

Notwithstanding Sub-clause 2.4.3“designated joints” shall only be joints shown on the drawings and in the Schedule. Further joints required by the Contractor because of construction limitations or any other reason, shall be deemed to be “undesigned joints”

The position and pattern of all joints (designated or undesigned) shall be to the Engineer’s approval.

All joints (designated or undesignated) except expansion and contraction joints shall be treated in accordance with Sub-clause 5.5.7.3.

Joints between tank bottoms, floors or wall bases and the walls and columns standing on them, shall not be made flush with the supporting surface, but shall be made in the wall or the column a distance of 140mm above the base. The 140mm high “riser” shall be cast as an integral part of the bottom, floor or base, i.e. the concrete in the riser shall be deposited at the same time as the concrete in the bottom, floor or base adjacent to it.

In cases where there is a fillet at the bottom of the wall or column, the construction joint shall be made 140mm above the fillet.

The Contractor should note that the details of the undesignated joints shall be identical to the designated joints shown on the drawings where the joint is in a similar situation and performs the same duty.

The Contractor shall further note that the position and the type (where no identical designated joints exist) of undesignated joints shall be subject to the Engineer’s approval.

PSG 3.3.7.2 CONSTRUCTION JOINTS (Sub-clause 2.4.3 and 5.5.7)

All joints other than expansion, contraction or other movement joints, shall be treated as follows:

As soon as practical, but not before 15 hours after placing, the joint surface shall be prepared to receive fresh concrete.

This preparation, as specified in Sub-clause 5.5.7.3 (a) to (d) shall be such as to remove all laitance or inert and strength less material which may have formed and the specified shipping and sand blasting shall be such as to produce a roughened surface all over.

Concrete surfaces, where concreting is interrupted, shall be protected from the sun as specified in Sub-clause 5.5.8 (d).

PSG 3.3.7.3 CONSTRUCTION JOINTS/WATERSTOPS (Sub-clause 5.5.7.3)

No vertical construction joints other than those shown on the Drawings may be formed. Horizontal construction joints shall also be as per the Drawings.

All construction joints shall be as indicated on the Detail Drawings and be treated with a wet-to-dry epoxy resin concrete adhesive as approved by the Engineer.

PVC waterstops to be used in the works shall be 140mm wide “Expandite PVC Hydrofoil” waterstops or an approved equivalent.

During construction, all waterstops are to be properly cleaned before casting into concrete. Shuttering to be so manufactured so as to keep and support waterstops in their correct and final positions.

No nails are to be utilized and no holes are to be made through waterstops in supporting them. When concrete is placed adjacent to waterstops, care must be taken not to disturb the position of the waterstops.

Water stops are to be provided in as long lengths as possible to minimize joints. All laps to be strictly to the manufacturers requirements.

PSG 3.3.7.4 EXPANSION AND CONTRACTION JOINTS

Expansion and contraction joints shall be made in the positions and to the details shown on the drawings.

The specified filler strips shall be attached to the complete side of the straight or grooved concrete joint by means of an approved adhesive.

PSG 3.3.7.5 JOINT SEALANT

All joints to be formed to the specified dimensions, properly prepared, primed and sealed with Flexothane two component polyurethane sealant obtained from African Bitumen Emulsions or similar approved and used strictly in accordance with the manufacturer's instruction.

PSG 3.3.8 ITEMS TO BE CAST IN OR GROUTED INTO CONCRETE

PSG 3.3.8.1 FIXING FOR EQUIPMENT SUPPLIED UNDER SEPARATE CONTRACT

The Contractor will be responsible for the forming of pockets and grouting in of holding down bolts for equipment supplied under a separate contract. Holding down bolts will be supplied and positioned in the pockets by a Mechanical Contractor, unless otherwise specified by the Engineer.

Upon completion of the positioning and alignment of equipment, the Contractor shall, in collaboration with the other Contractor, grout up pockets and base plates (subject to (c) below) necessary for the permanent installation of the equipment.

Only after the Engineer is satisfied with the alignment and the level of each item of plant, shall the Contractor grout up the base plate with an approved non-shrink grout.

PSG 3.3.8.2 FIXINGS FOR ITEMS SUPPLIED UNDER THIS CONTRACT

Holding down bolts or other fixings required for the installation of hand stops, crane beams, ladders, handrails and other items supplied under the Contract, shall be provided by the Contractor. These fixings shall be cast in or grouted into pockets or installed by other means as approved by the Engineer.

Where anchor bolts are used which are installed into holes drilled into concrete or masonry, these shall be of a type approved by the Engineer.

Anchor Bolts – hot dipped galvanized (mild steel). No electro plating will be allowed.

PSG 3.3.8.3 PIPES AND CONDUITS EMBEDDED IN CONCRETE

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

40mm, or 5mm plus the maximum size of coarse aggregate, whichever is the greater.

PSG 3.3.8.4 CASTING IN OF PIPES AND SPECIALS

Pipes and specials to be set in concrete as shown on the drawings and listed in the Schedule of Quantities shall have all surfaces in contact with the concrete freed from all coatings and thoroughly scraped and cleaned. The pipes shall be sit firmly in position on line and level and have formwork fixed around them.

Where the pipe or special is supplied by others, the Contractor shall provide a box-out in the wall and cast the unit in at a later stage. When constructing such as box-outs, reinforcement shall not be cut, but shall run through the opening. Reinforcement shall be cut and/or bent out at a later stage to suite the items being cast in. After installation of the item the remaining reinforcement shall be bent back in position.

Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the concreting in of such pipes/specials regardless of whether or not these have been supplied by him.

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

Remove all formwork and boxing remaining in the holes;

Make any alterations required to the position and shape of the holes and cut reinforcement to suit the item, as directed by the Engineer; and

Thoroughly scabble and cement slush the sides of the holes so as to obtain a satisfactory bond surface for the new concrete and treat the surface as specified in Sub-clause 5.5.7.

Immediately prior to concreting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed and the surface covered with a layer, approximately 12mm thick, of mortar made of the same mix as the concrete in which the pipe/specials are to be placed.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. The concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate a falling away from pipe/special surfaces of the concrete already placed.

The whole shall, when set, form a dense, homogeneous and waterproof mass.

PSG 3.3.9 CURING AND PROTECTION (Sub-clause 5.5.8)

Level or gently sloping surfaces shall be cured by one of the methods described in Sub-clause 5.5.8 (a) of (b) and vertical surfaces by the methods described in Sub-clause 5.5.8 of (e), for a period of five days after casting, for an ambient temperature of 5°C or above and for eight days for an ambient temperature of below 5°C.

PSG 3.3.10 CONCRETE SURFACES

PSG3. 3.10.1S CREED FINISH (Sub-clause 5.5.10.1)

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tamped with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screed after the interfering aggregate has been removed or tamped.

PSG 3.3.10.2 WOOD-FLOATED FINISH

Where wood floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG 3.10.1 and, after the concrete has hardened sufficiently, it shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface, free from screed marks.

PSG 3.3.10.3 STEEL-FLOATED FINISH

The surface of tank bottoms, floors and roof slabs, etc. shall be given a steel float finish in accordance with Sub-clause 5.5.10, to Degree 1 accuracy.

PSG 3.3.10.4 POWER FLOATED FINISH

Where power floating is required, the surface shall be treated as specified in PSG 3.10.3 to a degree necessary.

PSG 3.3.11 SCREEDS

PSG 3.3.11.1 GRANOLITHIC SCREED

Granolithic screed shall consist of: Cement – 1 part; Sand – 1.25 part; Coarse aggregate – 2 parts. The coarse aggregate shall consist of granite or other approved chips which shall pass a 10mm sieve and be retained on a 5mm sieve.

The cement/water ration of the mix shall be at least 2,0 mass.

PSG 3.3.12 REPAIR OF DEFECTS

All defects to the concrete shall be attended to, in full, as soon as possible after the formwork is removed. Further concreting of the element concerned may be prohibited by the Engineer until he is satisfied that this remedial work has been satisfactorily attended to.

PSG 3.3.13 GROUTING OF MACHINE AND STRUCTURAL BASE PLATES

PSG 3.3.13.1 FORMWORK

Formwork for grouting shall comply with the applicable requirements of Sub-clause 5.2. Forms shall be caulked where necessary.

Adequate clearance between forms and bedplates shall be provided to enable the grout to be worked into place.

PSG 3.3.13.2 MIXING (all free-flowing grouts except epoxy grouts)

The grout shall be mixed to a homogenous uniform mixture and delivered ready for placing at a temperature between 15 °C and 25 °C.

The materials and water shall be mixed in a mortar mixer for at least three minutes or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of its components.

The mixing shall be done as close as possible to the place(s) where the grout is placed. No more grout shall be mixed at any one time that can be placed in a period of 20 minutes. After the grout has been mixed, it shall not be re-tempered by the addition of water.

PSG 3.3.13.3 GROUTING (all free-flowing grouts except epoxy grouts)

The grout shall be placed quickly and continuously to avoid the undesirable effects of over-working. (These effects are segregation, bleeding and breaking-down of initial set.) The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely fill the space to be grouted, will be thoroughly compacted, will be free of air pockets and will be evenly distributed under the item to be supported.

Wherever practicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any trapped air is released.

After the grout has taken its initial set,

The forms shall be removed;

Excess grout shall be so cut away as to leave a smooth and neatly finished job;

Except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45° to the vertical, from the bottom edge of the bedplate; and

All access grout on or about the bedplates shall be removed.

Damage to paintwork, if any, shall be repaired within 24 hours.

Packing plates, shims and other levelling devices, shall remain in position.

PSG 3.3.13.4 DRY-PACKED GROUT (standard dry sand and cement grout)

Dry-packed grout shall have a minimum compressive strength at 28 days of 20MPa. The quantity of water added after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportions by mass shall be as follows:

Where the clearance between bedplate and foundation is 25 mm or less: 1 part of Portland cement and 2 parts of sand; and

Where the clearance exceeds 25 mm: 1 part of Portland cement, 1 part of sand and 1 part of pea gravel.

Dry-packed grout shall be rammed by means of tamping rods against formwork placed along three sides of the bedplate.

PSG 3.3.13.5 NON-SHRINK GROUT WITH METALLIC AGGREGATE

The manufacturer's instructions shall be observed when non-shrink grout with metallic aggregate is used.

Where the clearance between the bedplate and the foundation is less than 50mm, a sand-based mix shall be used. Where the clearance exceeds 50mm, the Engineer may order a mix with a base of sand, plus pea gravel to be used.

PSG 3.3.13.6 EXPANDING GROUT WITH POWDERED ALUMINIUM ADDITIVE

The manufacturer's instructions shall be observed when an expanding grout with powdered aluminium additive is used.

Where the clearance between the bedplate and the foundation is less than 25mm, a sand-based mix shall be used.

Where the clearance exceeds 25mm, the Engineer may order a mix with a base of sand plus pea gravel to be used.

Each batch shall be mixed for at least 6 minutes after the powdered aluminium has been added. Where a ready-mixed grout is used, the powdered aluminium shall be added at the placing site and the batch mixed as specified in PSG 3.13.2. Grout shall be placed within 45 minutes after the addition of the powdered aluminium.

The Contractor shall not use powdered aluminium additive when the ambient temperature is below 5°C.

PSG 3.3.13.7 EPOXY GROUT (epoxy mortar type only)

The manufacturer's instructions shall be observed when and epoxy grout is used.

PSG 7 TESTING (Sub-clause 7)

PSG 7.1 GROUTING

The Contractor shall, where so ordered, carry out a site test for each grouting procedure and each grouting gang to be used. The tests shall be carried out on a dummy bedplate similar in configuration to that which is to be grouted, but not exceeding 1m² in area unless otherwise ordered.

When the dummy bedplate is dismantled, the underside shall show a minimum grout contact area of 80% with reasonably even distribution of the grout over the surface grouted except that, in the case of expanding grout, the minimum grout contact area shall be 95%. The test shall show evidence of good workmanship and materials and the results shall be to the satisfaction of the Engineer.

The Contractor shall, when so ordered, make standard test cubes from various grout mixtures and also subject them to compression tests to determine whether the specified strength has been achieved.

Test procedures shall comply with the relevant requirements of Sub-clause 7.2.1 to 7.2.3.

PSG 7.2 WATER TIGHTNESS TESTING (Sub-clause 5.5.11)

The following structures shall be defined as water retaining structures and shall be subject to water tightness testing:

- Chambers

Water for testing shall be taken from the Employer's water connection and pipes of a suitable size shall be provided by the Contractor to allow filling of the structures within a period of four days. The cost of water for the testing of water tightness will be for the Contractor's account.

Prior to the filling of structures, the Contractor shall seal all pipes and openings below the top water level.

The structure to be tested shall be filled with water, and shall remain full for a period of seven days, sufficient water being added. The water level shall then be recorded and the structure allowed standing for a further seven days without the addition of water. At the end of this period, the level shall again be recorded. If the difference in level, less the drop in level due to evaporation, is less than 10mm during the second period of seven days, the structure shall be considered watertight.

The evaporation shall be measured by recording the mean drop in level due to evaporation of water in three flat dishes floating in the water.

In the event of appreciable leakage being evident at any stage of the filling or testing, or in the event of the Engineer considering the final degree of water tightness to be unsatisfactory, the Contractor when ordered by the Engineer, shall discontinue such filling or testing and shall, at his own expense, take steps immediately to rectify the leakage, and to make the work thoroughly sound to the complete satisfaction of the Engineer and all such work of rectification shall be continued assiduously until a satisfactory test is obtained, which shall prove to the Engineer that a sufficient degree of water tightness has been obtained.

No structure will be considered complete until it has been proved watertight in terms of the requirements of this clause.

Throughout the test and afterwards, whilst emptying the tank, the water level in the under drainage sump shall be kept below the level of the tank floor.

When emptying the structure, the rate of flow shall be controlled such that the water level in the structure does not drop faster than 100mm per hour.

PSG 7.3 TOLERANCES

PSG 7.3.1 PERMISSIBLE DEVIATIONS (Sub-clause 6.2)

The degrees of accuracy of construction shall be as follows:

- Chambers – Degree I accuracy.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.1 FORMWORK

PSG 8.1.1 FORMWORK IN NARROW WIDTHS (Sub-clause 8.1.1.2 and 8.2.5)

All formwork irrespective of width shall be measured in square metres and payment shall be per square metre.

PSG 8.2 BLINDING LAYER

The area of blinding layer shall be measured in square metres to the nett outline of the structure. Payment for blinding shall include for any formwork required to the edge of blinding.

PSG 8.3 JOINTS

The designated joint types shown on the drawings and scheduled will be measured separately by the length of joint installed.

The unit rate shall cover the cost of all materials, plant and labour for the construction of each joint type as specified or shown on the drawings including the cost of formwork, treatment, waterstop, sealant, joint, filler, etc. and treatment of the joint in accordance with Sub-clause 5.5.7.3 provision of the V-feature as specified where concrete is exposed, testing and making good.

PSG 8.4 REINFORCEMENT (Sub-clause 8.1.2)

No differentiation shall be made between size and diameter of the reinforcement. The rate for steel bars shall cover the cost of the supply, cutting, bending and fixing.

PSG 8.5 CASTING ITEMS INTO CONCRETE

Measurement shall be by length or number as scheduled. The unit rates shall cover the cost of fixing in position all work associated with restraining the items during concreting and of modifying the formwork

PSG 8.5.1 PIPES THROUGH WALLS

The tendered rates for boxing out holes and grouting in pipes and specials, shall cover the cost of boxing out the hole, preparation and concreting in as specified.

PSG 8.5.2 HOLDING DOWN BOLTS AND BASE PLATES

The holes boxed out for holding down bolts and base plates will be measured and paid in accordance with Sub-clause 8.2.6.

Grouting in of holding down bolts and base plates positioned by Others, will be measured in volume of non-shrink grout.

The tendered rate shall cover the cost of supplying, mixing and placing of the grout and preparing the hole as specified.

PSG 8.6 GRANOLITHIC SCREED

Measurement will be in square meters of surface area covered and the unit rate shall cover the cost of all materials, labour and equipment required to provide the screed as specified.

PSG 8.7 WATER TIGHTNESS TESTING

Payment for water tightness testing will be made under the specified items for each structure in the Schedule of Quantities. The sum tendered shall include for the cost of filling and emptying the structure, for sealing pipes and openings and for taking all measurements.

1 INTRODUCTION

The Project Specification shall be read in conjunction with all technical specifications, schedules and bills of quantities as referred to and/or bound in this document.

The following Standards and Specifications shall be applicable:

Table 1 Standards and Specifications

No.	Reference	Description
South African National Standards		
1	SABS 150, SABS 1507	PVC Insulated Electric Cables
2	SABS 156: 1977 Amendment No 1: March 1987	Moulded case circuit breakers.
3	SABS 177	Insulators
4	SANS 10142-1	The wiring of premises Part 1: Low-voltage installations
5	SANS 10142-2	Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 000 kW installed capacity
6	SANS 10198-1	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 1: Definitions and statutory requirements
7	SANS 10198-2	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 2: Selection of cable type and methods of installation
8	SANS 10198-3	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 3: Earthing systems - General provisions
9	SANS 10198-4	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 4: Current ratings

No.	Reference	Description
10	SANS 10198-5	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 5: Determination of thermal and electrical resistivity of soil
11	SANS 10198-6	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 6: Transportation and storage
12	SANS 10198-7	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 7: Safety precautions
13	SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 8: Cable laying and installation
14	SANS 10198-9	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 9: Jointing and termination of extruded solid dielectric-insulated cables up to 3,3 kV
15	SANS 10198-10	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 10: Jointing and termination of paper-insulated cables
16	SANS 10198-11	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 11: Jointing and termination of screened polymeric-insulated cables
17	SANS 10198-12	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 12: Installation of earthing system
18	SANS 10198-13	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 13: Testing, commissioning and fault location
19	SANS 10199	The design and installation of earth electrodes
20	SANS 10313	The protection of structures against lightning
21	SANS 10400	The application of the National Building Regulations
22	SANS 1063	Earthing Rods and couplers

No.	Reference	Description
23	SANS 1186-1	Symbolic safety signs Part 1: Standard signs and general requirements
24	SANS 1632-3	Batteries — Part 3: Vented-type prismatic nickel-cadmium cells and batteries.
25	SANS 61024-1	Protection of structures against lightning Part 1: General principles
26	SANS 61230 [Equivalent to IEC]	Live working Portable equipment for earthing and short-circuiting.
NRS & General National Standards and Acts		
27	NRS 003-1:1994	Marking of small wiring
28	Act no. 73	Environmental Conservation act.
29	Act no. 85	Occupational health and safety act.
30	NRS 002	Graphical symbols for electrical diagrams. Amendment 1: Index, architectural and reticulation symbols.
31	NRS 011	Pilot cables — Preferred requirements for application in the Electricity Supply Industry.
32	NRS 013	Electric power cables from 1kV to 36kV — Preferred types and sizes for the ESI.
33	NRS 028	Cable lugs and ferrules.
34	NRS 029	Current transformers.
IEC Standards		
35	IEC 158-1 (1970)	Low voltage control gear. Part 1 : Connectors
36	IEC 185	Current transformers
37	IEC 255	Electrical Protection Relays
38	IEC 292-1	Low voltage motor starters

No.	Reference	Description
39	IEC 34 (1994), BS 2613 and BS 3979	Rotating electrical machines
40	IEC 50-441 (1984)	Switchgear, control gear and fuses.
41	IEC 51	Electric Power Switchgear and Accessories
42	IEC 529 (1989)	Degrees of protection afforded by enclosures (IP code).
43	IEC 715 (1981)	Dimensions of low-voltage switchgear and control-gear. Standardised mounting on rails for mechanical support of electrical devices in switchgear and control-gear installations.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

The SANS 1200 Standardized Specifications listed in 4.1.1 are applicable.

The provisions of these Specifications take precedence over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section Applicable SANS 1200 Standardized Specifications (Section C3.4: Construction)

C3.6 HEALTH AND SAFETY

The following particular and generic specifications are applicable to this contract.

(1) Occupational Health & Safety

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C3.6.1.1 Framework for an occupational health and safety plan

C3.6.1.1.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it 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 Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- 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.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer’s Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.6.1.1.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-Contractors through their safety plans.

- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

C3.6.2 Contents of an occupational health and safety plan

C3.6.2.1 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.

C3.6.2.1.1 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals 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 Employer, designers, supervisors and Contractors on site.
 - Handling design changes during the project.
 - Selection and control of Contractors.
 - The exchange of Occupational Health and Safety information between all Contractors.
 - Security.
 - Site induction and onsite training.
 - Facilities and first-aid.
 - The reporting and investigation of accidents and incidents.
 - The production and approval of risk assessments and method statements.
 - Site OH&S rules.
 - Fire and emergency procedures.
 - Reporting to the Employer 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.

C6.2.1.2 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

C3.6.2.1.3 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.

- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.6.2.1.4 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous 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.

C3.6.2.1.5 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.6.2.1.6 Working environment

- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on "As Built" drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.6.2.1.7 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.6.2.1.8 Preparation of an occupational health and safety operational reference file/manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

C3.6.2.1.9 Following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.

- Storage and archiving of all the information.
- Copy to the Client at completion of project.
- Appointment of a health and safety officer in writing.

C3.6.2.1.10

Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with Contractors / mandatory's
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist Contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (Not included in this Volume). 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 are bound in the Contract 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.

C3.6.2 PROTECTION OF THE PUBLIC

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.6.3 BARRICADES AND LIGHTING

All excavation must be marked with drum, reflecting tape and warning signs to satisfaction of the engineer and OHS appointed official.

1 **NATURE OF GROUND AND SUBSOIL CONDITIONS**

Subsoil Investigation

- (a) It is the Contractor's responsibility to supply and deliver all material that comply with the minimum standard as well as for the building and maintaining of access roads to the works on site, haul areas or dumping site. No additional payment will be applicable to the above mentioned other than the relevant items in the schedule of quantities.
- (b) It is envisaged that there is existing services present underground such as sewer, water line and electrical cable that need to be taken care off. It is the Contractors responsibility to ensure that those services are not damaged.

Should the services be damaged it will be fixed at the Contractor's expense.