

NKOMAZI LOCAL MUNICIPALITY



TENDER NO: 51/2023

ADDITIONAL UPGRADES OF THE NAAS WATER SCHEME –PHASE 3

Issued By:	Prepared By:
NKOMAZI LOCAL MUNICIPALITY Private Bag X101 Malelane 1300 Contact Person: Mr M. Sibuyi Telephone : (013) 760 0245	VUXAKA CONSULTING ENGINEERS 11 Ferreira Street Nelspruit 1200 Contact Person: Mr M Sambo Tel: 013 591 7122 Fax: 013 752 4136 Email: admin@vuxaka.co.za
Tenderer	
.....	
.....	
Total of the prices inclusive of value added tax: R	

CIDB GRADING CLASS 7CE or higher

CLOSING DATE & TIME: 05 SEPTEMBER 2023 AT 12H00

TENDER DOCUMENT

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T1
T1.1 **TENDERING PROCEDURES**
TENDER NOTICE AND INVITATION TO TENDER



9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990
www.nkomazi.gov.za

BID NO:51/2023 ADDITIONAL UPGRADES OF THE NAAS WATER SCHEME- PHASE 3 IN NKOMAZI LOCAL MUNICIPALITY.

The Nkomazi Municipality invites interested parties who are registered as CIDB Grading 7CE or high for the additional upgrades of the Naas Water Scheme-Phase 3 in Nkomazi Local Municipality. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 530.00** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **02/08/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A compulsory tenderer briefing session will be held on **10H00 08/08/2023** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. Failure to attend the briefing will lead to disqualification.

Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 05/09/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. M Sibuyi at 013 790 0145, between 07H15 – 16H00 on working weekdays.


XT MABILA
MUNICIPAL MANAGER

19.07.2023
Date

**PART A:
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY					
BID NUMBER:	51/2023	CLOSING DATE:	05 September 2023	CLOSING TIME:	12:00 AM
DESCRIPTION	ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3				
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)

NKOMAZI LOCAL MUNICIPALITY, 9 PARK STREET, MALELANE, 1320

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AF- FIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE IS- SUED BY?					
AN ACCOUNTING OFFICER AS CONTEM- PLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITA- TION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			

**[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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Infrastructure Development	DEPARTMENT	
CONTACT PERSON	Moses Sibuyi	CONTACT PERSON	M. Sambo
TELEPHONE NUMBER	013 790 0245	TELEPHONE NUMBER	082 054 4041
FACSIMILE NUMBER	013 790 0886	FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	admin@vuxaka.co.za
DEPARTMENT	Infrastructure Development	DEPARTMENT	

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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. 1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID										
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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION	☐ YES ☐ NO									

**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:

T1.2 TENDER SUBMISSION, TERMS AND CONDITIONS

General

- Bids must be in South African rands, fixed price basis including VAT;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidder before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate price with preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initiated.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Attend compulsory briefing session.
- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- Certified copy of IDs for all the company directors
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.
- JV agreements must be completely signed by both companies.
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed.
- Certified copy of proof of payment for municipal rates and taxes or letter from the municipality that indicate that your business is situated in an area in which it does not bill if the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from this property.
- Copy of Authority for signatory (Must be in the company letter head)
- Certified copy of CIDB grading
- Complete the form of offer.
- Complete the MBD Forms 4 and 9

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

T1.4 RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	Complete/ Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD6.2, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Overall Project Manager/Director (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Site Agent (Curriculum Vitae Format)	Attach
O	Relevant Experience of the Foremen (Curriculum Vitae Format)	Attach
P	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
Q	Provisional Programme	Attach
R	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
S	Occupational Health & Safety Plan	Attach
T	Certified CIDB Grading Certificate	Attach

T1.5 TENDER DATA

1.5.1 GENERAL

The Conditions of Tender reproduced are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

1.5.2 TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **NKOMAZI LOCAL MUNICIPALITY**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's Agent is:

Name : **Vuxaka Consulting Engineers**
 Address : 11 Ferreira Street, Nelspruit, 1200
 Telephone : 082 054 4041
 Fax : N/A
 E-Mail : admin@vuxaka.co.za

F.1.5 The Employer's right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer who cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HERewith WILL NOT BE CONSIDERED ELIGIBLE.

- (f) The Tenderer who cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location: Kobwa Hall, Nkomazi Local Municipality
Date : 08 August 2023
Starting time: 10: 00AM

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form G: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer

F.2.13.5 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of Tender Offers is as per the Tender Bulletin. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certified certificates must be provided with the tender (Compulsory):

- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company/CC/Trust/Partnership registration certificates; and
- Certified Copies of Identity Document of company owner/directors.

F.3.5 The two-envelope system **will not** apply to this tender.

F.3.11 Evaluation of Tender Offers

The Mpumalanga Department of Public Works, Roads & Transport has adopted a policy in the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the Government's community empowerment policies, an environment conducive to emerging and SMME's Contractors has to be created. Therefor the procurement policy adopted by Mpumalanga Department of Public Works, Roads and Transport will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in a single stage in accordance with the standard tender evaluation Method 2: Financial Offer and preference:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- a) The tender documentation must be completed and signed in all respects;
- b) The Contractor must have the required CIDB grading;

- c) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- d) The tender must comply with the eligibility criteria noted in F.2.1.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS IN ORDER FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

EVALUATION CRITERIA

Criterion	Assessment	Points Awarded	Max Score
Construction Team Key Personnel (Forms L, M, N,)	Site Agent/ Contract manager has certified N.D Civil Engineering / Building or relevant B – degree in Civil Eng (4); NQF 5 (Labour Intensive) Qualification (2); Completed minimum of 5 projects (2), five years' experience (2)	10	30
	General Foreman has Certified Civil Engineering Trade Qualification (4); NQF level 2 Labour intensive Qualification (2); Completed minimum of 3 projects (2); Three years' of experience (1)	10	
	Safety Agent with a certified relevant safety qualification (3); Completed min of 2 projects (1); Three years' experience (1)	05	
	Plant Operator with a certified relevant trade certificate (2.5); Three years' experience (2.5)	05	
Experience of similar work and environment (Form O)	Company Experience of similar work in the past 7 years;	10	50
	(10 point for each similar successfully completed project with value of R20 Million to R30 Million)		
	(5 points for each similar completed project with value of R10 Million to R20 Million)	5	
	(2 points for each similar completed project with value of less than R10 Million)	2	
Company financial Capacity (Form C)	Bank Rating of: C or better – 5; D- 3; E or Lower - 0.		05
Plant and Equipment (Form Q)	TLB (Own/Hired) – 4 Excavator – (Own/Hired) – 4 Water Tanker (Own/Hired) – 2 6m3 or 10 m3 Tipper Truck (Own/Hired) – 2 Plate Compactor (Own/Hired) - 3		15
MAXIMUM SCORE:			100

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in this tender document.

F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system.

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

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

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have

been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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 the requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Insurance for this contract is to be supplied by contractor as per the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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.

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

- F.2.13.5** Seal the original 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.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer 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.
- F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18 Provide other material**
- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, 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.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Contract Price Adjustment.

The tender price given is fixed and will not be adjusted for escalation, unless provided for in the contract data. Fluctuations in the foreign currency exchange rate, however, shall be dealt with in the following manner:

1. No change in the tendered rates shall be allowed if the foreign currency (Rand versus US dollar) exchange rate on the date of letter of acceptance, by the client, of this contract has fluctuated up or down by less than or equal to 5% of the base exchange rate. (Refer to note 3 below)

2. Should the foreign currency (Rand versus US Dollar) exchange rate on the date of letter of acceptance, by the client, of this contract have fluctuated up or down by more than 5% of the base exchange rate (See note 3 below), the tendered rates for Section 2 in the Schedule of Quantities shall be adjusted up or down by an amount equal to the difference between the exchange rate on the date of letter of acceptance and the base exchange rate plus or minus 5 %, whichever is applicable.

3. The base foreign currency (Rand versus US dollar) exchange rate shall be the exchange rate determined by the Johannesburg Stock Exchange (JSE) at **4h00 pm** on the Monday before the tender closing date.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

consequence:

- a) an individual firm, or 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate 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.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

F.3.9 Arithmetical errors, omissions or discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: 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 the sub clause is repeated.

F.3.11.3 Method 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 F.3.11.7 and F.3.11.8.
- 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 F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5 Method 4: Financial offer, quality and preferences

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

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 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 F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission.
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as

stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any 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.

F.3.14 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.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	BBBEE Verification Certificate. In case of Joint Venture (JV); B-BBEE must be SANAS approved	Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD6.2, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Site Agent/ Contracts Manager (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach

DOCUMENT REF.	DESCRIPTION	ACTION
P	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach
Q	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
R	Provisional Programme	Attach
S	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
T	Occupational Health & Safety Plan	Attach
U	Certified CIDB Grading Certificate	Attach

A: CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Central Supplier Database Registration Number

VALID CSD REPORT:

[Valid CSD report to be attached to this page]

B: PROOF OF TAX COMPLIANCE STATUS AND A VALID SARS PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Valid Tax clearance certificate / Central Supplier Database Registration Number

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

TAX CLEARANCE CERTIFICATE / SARS PIN

[Tax Clearance Certificate obtained/ PIN from SARS to be attached to this page]

C: BANK RATING AND CONFIRMATION OF BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	☐	SAVINGS	☐	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

D: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

E: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all tenderers on TBA

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:

F: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

H: CERTIFICATE OF AUTHORITY FOR SIGNATURE OF AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corpora- tion	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm by resolution of the Board (copy at-
 tached) taken on 20....., that
 Mr/Ms, acting in the capacity of
, was authorised to sign all documents in con-
 nection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents
 in connection with the tender for Contract No and any contract resulting from it on our
 behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....hereby authorise

Mr/Ms..... acting in the capacity of

....., to sign all documents in connection

with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the
Business trading as:

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

I: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

J: RETURNABLE SCHEDULE REQUIRED ONLY FOR TENDER EVALUATION PURPOSES, FORMS (MBD Forms)

MBD2:	Tax Clearance Certificate Requirements
MBD3:	Pricing Schedule-Non-firm prices
MBD4:	Declaration of Interest
MBD5:	Declaration for procurement above R10m (all applicable taxes included)
MBD6.1:	Preference Points claim form in terms of the preferential procurement regulations 2011
MBD7.1:	Contract form-purchase of goods/works
MBD7.2:	Contract Form-rendering of services
MBD7.3:	Contract Form-Sale of Goods/Works
MBD8:	Declaration of bidder's past Supply Chain Management Practices
MBD9:	Certificate of Independent bid determination

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 Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
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.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|-----------------------------------|
| - | Required by: | |
| - | At: | |
| - | Brand and Model | |
| - | Country of Origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery |
*Delivery: Firm/Not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CUR-RENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.2 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

- 2.2.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....

-

- 2.2.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.2.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.2.2.2 If no, furnish reasons for non-submission of such proof:

- 2.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.3.1 If so, furnish particulars:

- 2.4 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.

- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- 2.10.1 If so, furnish particulars.

- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**
- 2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO

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

.....

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

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

2.2 If yes, provide particulars.

.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

1. 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 organisation 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 actions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1.1 POINTS AWARED FOR PRICE

.1.1 THE 80/20 OR 90/10 PREFERENCE POINTS SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

.2.1 POINTS AWAREDE FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. POINTS AWARDED FOR SPECIFIC GOALS

- 1.1 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:
- 1.2 In cases where organs of state intend to use Regulations 3(2) of the regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of-
- (a) An invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% woman owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the District Municipality	2	
6.	Corporate Social Investment (CSI) Plan, (see notes below)	5	
7.	2 points for enterprises who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken	2	
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for genetic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

Nkomazi Local Municipality will utilise the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (page, Arial font size 12) Prospective bidders will be expected to provide the Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

1.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
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CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

PACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
- (viii) General Conditions of Contract; and
- (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

4. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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 Institution)

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

2

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

K: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(*tick one of the boxes and insert percentages if applicable*):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

M: CURRICULUM VITAE OF KEY PERSONNEL – SITE AGENT / CONTRACTS MANAGER

The success of this project will largely depend on the ability of the **Key Personnel** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Project Manager:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Q: SCHEDULE OF TENDERING FIRM'S EXPERIENCE (SIMILAR WORK AND ENVIRONMENT)

[REFER TO THE TENDER DATA FOR THE SCOPE OF WORK]

PROJECT NAME	DESCRIPTION	VALUE	REFERENCE

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

R: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

PROGRAMME

ACTIVITY

WEEKS / MONTHS

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

S: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

- (a) Details of important equipment that is owned by **and is immediately available for this contract.**

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

- (b) Details of important equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

T: CONTRACTOR/SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, DHS/195/19/MP officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

U: CERTIFIED CIDB GRADING CERTIFICATE

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3

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ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

BID NUMBER: 51/2023

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor 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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of Contract identified in the Contract Data.

Signature Block: Tenderer	
Signature	Date
Name	
Capacity	
Name of organization.	
Address of organization	
.....	
Signature of witness	Date
Name of witness	

C1.1 Form of Offer and Acceptance (Continued)

Acceptance

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

The terms of the Contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement).

Part C2: Pricing Data.

Part C3: Scope of Work.

Part C4: Site Information.

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) for 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.

Signature Block: Employer

Signature Date

Name

Capacity

for the Employer

Signature of witness Date

Name of witness

C1.1 Form of Offer and Acceptance (continued)

Schedule of Deviations

Notes:

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

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

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

C1.1 Form of Offer and Acceptance (continued)

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness _____

Confirmation of Receipt

The tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
 of (month)
 20. (year)
 at (place)

For the Contractor:

.....
 Signature

.....
 Name

.....
 Capacity

Signature and name of witness:

.....
 Signature

.....
 Name

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3

C1.2 Contract Data

Section 1.01 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME –PHASE 3

BID: 51/2023

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. **GENERAL**
2. **APPENDIX A: TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works - Third Edition, 2015”, issued by the South African Institution of Civil Engineering (Short title: “**General Conditions of Contract 2015**”) and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Halfway House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under “Special Conditions of Contract”.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

Clause no.	Description
SCC 6.11	Replace the Heading with “ VARIATIONS EXCEEDING 20 PERCENT ”
SCC 6.11.1.3	Replace the wording: “ <i>greater than 15 percent</i> ” with “ <i>greater than 20 percent</i> ”.

APPENDIX A: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: for (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as materials on site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the Permanent Works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:
for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2010.

C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following Contract specific data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause

- 1.1.1.13 The Defects Liability Period is **12 months** (*measured from the date of the Certificate of Completion*).
- 1.1.1.14 The time for achieving Practical Completion will be **12 months** (*measured from the Commencement Date*).
- 1.1.1.15 The name of the Employer is: **Nkomazi Local Municipality**
- 1.1.1.16 The Engineer is: **Vuxaka Consulting Engineers** represented by a Director duly authorized thereto in writing.
- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract
- 1.2.1.2 The Employer's address for receipt of communications is:
- Physical address:
Telephone: 013 790 0245
Facsimile: 013 790 0886
Address (physical): 9 Park Street, Malelane, 1320
Address (postal): Private Bag X101, Malelane, 1320
- 1.2.1.2 The Engineer's address for receipt of communications is:
- Postal address:
11 Ferreira Street
Nelspruit
1200
- Telephone: 082 054 4041
- 5.3.1 The documentation required before commencement with Works execution are:
- 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)
- 3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.
- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days after appointment.
- 5.4.2 The access and possession of site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The non-working days are Sundays.
The special non-working days are:
1 Public holidays and voting days if published prior to the tender closing date.

- 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is 0.1% of the Contract Sum per calendar day.
- 5.14.1: Practical Completion will be considered when:
- The pipelines are successfully pressure tested and all earthworks are complete.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 10%.
- 6.8.2 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.
- The value of "x" is 0.15
- The values of the coefficients are:
- a = 0.2 Labour
b = 0.35 Contractor's equipment
c = 0.35 Material
d = 0.1 Fuel
- Clause:**
- The Province wherein the larger part of the site is located is: Mpumalanga.
- The applicable industry for the Producer Price Index for material is Diesel
- The area for the Producer Price Index for fuel is: **Nkomazi, Mpumalanga.** (or closest listed location)
- The base month is: the month prior to the closing of the tender.
- 6.8.3 Price adjustments for variations in the cost of special materials are allowed.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Work is 80%.
- 6.10.3 The limit of retention money is 10% of the Contract Sum.
- 8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 5,000,000.
- 8.6.1.3 The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 No additional insurance is required

- 10.5.2 Dispute resolution is to be by means of ad-hoc adjudication
- 10.5.3 The number of Adjudication Board Members to be appointed is three.
- 10.7.1 Disputes to be referred for final settlement to arbitration

PART B: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 Name of Contractor:

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address: Postal address:

.....

.....

.....

.....

Telephone:

Fax:

E-mail:

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

C1.3 Form of Guarantee - Pro Forma

Appendix C:

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

"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

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of 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:

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;

- 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 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: Agreement with Adjudicator:

This agreement is made on the.....day of 20.....between: the Employer
(name of company / organisation).....
of (address).....
.....and the Contractor
(name of company / organisation)
of (address).....
..... (hereinafter called **the Parties**)

and
(name).....
of (address)
..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as (Insert Contract number)
(Contract title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.
(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

Witness:

Witness:

Witness:

(Signature)..... (Signature)..... (Signature).....

Name: **Name:** **Name:**

Address: Address: Address:
.....
.....

Date: Date: Date:

C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

THIS AGREEMENT is made between **the Nkomazi Local Municipality**

(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:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

(The said contract work is hereinafter referred to as the **Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATORY

(a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

(b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

(a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

(b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

(c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

(d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Municipality is compulsory.

(e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- | | |
|---|---------------------------------|
| A | South-African Red Cross Society |
| B | St. John's Ambulance Foundation |
| C | South-African First-Aid League |

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

(a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

(b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory

(c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h)_____ (w)_____ e-mail_____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATORY

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID: 51/2023

C2 PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS1200 Specification as amended in the Scope of Works, subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

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

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton- metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Workday
%	=	percentage
mth	=	month

NOTE: The schedule of quantities shall be completed in **BLACK INK**.

3. For the purpose of these Bills 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 SANS 1200 Standard Specification.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID: 51/2023

C2.2 Bill of Quantities

SCHEDULE 1: PRELIMINARY AND GENERAL						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
	SABS 1200A	<u>SCHEDULE 1 : PRELIMINARY AND GENERAL</u>				
1.1	8.3	<u>FIXED CHARGE AND VALUE RELATED ITEMS</u>				
1.1.1	PSA 4.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	<u>Establish facilities on the site</u>				
1.1.2.1	8.3.2.1	i) <u>Facilities for Engineer</u>				
		a) Engineer's office	Sum	1		
		b) Name board	No	2		
		c) Survey assistants and material	Sum	1		
1.1.2.2	8.3.2.2	ii) <u>Facilities for Contractor</u>				
		a) Offices and storage sheds	Sum	1		
		b) Workshops	Sum	1		
		c) Laboratories	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power & communications	Sum	1		
		h) Dealing with water	Sum	1		
		i) Access	Sum	1		
		j) Plant	Sum	1		
1.1.3	8.3.3	Other fixed charge obligations	Sum	1		
1.1.4	8.3.4	Removal of Engineer's and Contractor's site establishment from site on completion of works.	Sum	1		
	SABS 1200A					
1.2	8.4	<u>TIME RELATED ITEMS</u>				
1.2.1	PSA 4.2	Contractual requirements	Sum	1		
1.2.2	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.2.2.1	8.4.2.1	Facilities for Engineer for duration of construction (SABS 1200 AB)				
		a) Engineer's office	Sum	1		
		b) Name board	No	2		
		c) Survey assistants and material	Sum	1		
1.2.3	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.2.3.1	8.4.2.2	<u>Facilities for the Contractor for the duration of the Contract, except where otherwise stated</u>				
		a) Offices and storage sheds	Sum	1		
		b) Workshops	Sum	1		
TOTAL CARRIED FORWARD						

UPGRADING OF THE NAAS BULK WATER SCHEME

SCHEDULE 1: PRELIMINARY AND GENERAL						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		c) Laboratories	Sum	1		
		d) Ablution and latrine facilities	Sum	1		
		e) Tools and equipment	Sum	1		
		f) Water supplies, electric power & communications	Sum	1		
		g) Dealing with water	Sum	1		
		h) Access	Sum	1		
		i) Plant	Sum	1		
1.2.4	8.4.3	Supervision for duration of the construction	Sum	1		
1.2.5	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Sum	1		
1.2.6	8.4.5	Other time related obligations	Sum	1		
	PSA					
1.2.7	4.4	Excavation by hand in all materials to expose existing services	m³	300		
1.3	PSA	<u>Occupational Health and Safety</u>				
1.3.1	4.5	Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:				
		a) Preparation of a Health & safety Plan	Sum	1		
		b) Compilation of a Risk Assessment prior to Construction	Sum	1		
		c) Health & Safety induction Training of employees	Sum	1		
		d) Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act	Sum	1		
		e) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
	PSA					
1.4	PSA 4.6	<u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u>				
1.4.1	PSA 4.6.1	a) Employment of a Community Liaison Officer for the duration of the contract. Rate as per the current Municipal approved rate. Allow a budget amount of R6500 / month	Month	12	6,500.00	78,000.00
1.4.2	PSA 4.6.2	b) Additional laboratory testing (only when directed by Engineer)	Sum	1	50,000.00	50,000.00
1.4.3	PSA 4.6.3	c) Payment of a Professional Service Provider for the training of the local labour	Sum	1	150,000.00	150,000.00
1.4.4	PSA 4.6.4	d) Occupational Health and Safety Agent for the entire duration of the Contract	PC Sum	1	180,000.00	180,000.00
1.4.5	PSA 4.6.5	e) Environmental Control Officer for the entire duration of the Contract	PC Sum	1	180,000.00	180,000.00
1.4.6	PSA 4.6.6	f) Social Facilitator for the entire duration of the Contract	PC Sum	1	120,000.00	120,000.00
1.4.7	PSA 4.6.7	g) Relocation of services where ordered by the Engineer	Prov Sum	1	100,000.00	100,000.00
1.4.8	PSA 4.6.8	h) Transport and accommodation of workers for the training where it is not possible to undertake the training in close proximity to the site	Prov Sum	1	50,000.00	50,000.00
1.4.9		<u>Extra-over item 1.4.1 to 1.4.5 for:</u> Contractor's handling fee	%		758,000.00	
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

SCHEDULE 2: BULK LINES						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2.1	SABS 1200DB	<u>SCHEDULE 2: BULK LINES</u>				
2.1.1	8.3.1	<u>Site Clearance and Removal of Topsoil</u>				
		a) Clear vegetation and trees of girth up to 1m	m	7600		
		b) Clear trees of girth over 1.0m and designated obstacles	no	30		
2.2		<u>EXCAVATION</u>				
	8.3.2	a) <u>Excavate in all materials for trenches for pipes and smaller. Rates to include backfill, compact and dispose of surplus material</u>				
2.2.1		i) Up to 1,0 m deep	m³			
2.2.2		ii) From 1,0 m not exceeding 1,5 m deep	m³	200		
2.2.3		iii) From 1,5 m not exceeding 2,0 m deep	m³	3000		
2.2.4		iv) From 2,0 m not exceeding 2,5 m deep	m³	7200		
		b) <u>Extra-over item 2.2.1 and 2.2.4 for:</u>				
2.2.5		i) Intermediate excavation (Provisional)	m³	312		
2.2.6		ii) Hard rock excavation (Provisional)	m³	1040		
2.2.7		Excavate and dispose of unsuitable material from trench c) (Provisional)	m³	1040		
	8.3.3	<u>Excavation Ancillaries</u>				
	8.3.3.1	<u>Make up deficiency in backfill material (Provisional)</u>				
2.2.8		b) Import backfill material from designated borrow pits (Provisional)	m³	1040		
2.2.9	8.3.3.3	Compaction in road reserves	m³	208		
	8.3.3.4	<u>Overhaul</u>				
2.2.10		b) Long overhaul over 0,5 km (Provisional)	m³.km	300		
		<u>EXISTING SERVICES</u>				
	8.3.5	<u>Existing services that intersect or adjoin a pipe trench</u>				
		a) <u>Services that intersect a trench</u>				
2.2.11		i) Water, sewer and stormwater pipelines	no	10		
2.2.12		ii) Cables	no	10		
		b) <u>Services that adjoin a trench</u>				
2.2.13		i) Water, sewer and stormwater pipelines	m	300		
2.2.14		ii) Cables	m	300		
2.3	SABS 1200LB	<u>PIPE BEDDING</u>				
	8.2.1	<u>Selected granular material for bedding cradle from:</u>				
2.3.1		a) Trench excavation	m³	1100		
2.3.2	8.2.2.2	b) By importation from borrow pits (Provisional)	m³	130		
TOTAL CARRIED FORWARD						

SCHEDULE 2: BULK LINES						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
	8.2.1	Provision of selected fill material from:				
2.3.3		a) Trench excavation	m ³	2190		
2.3.4	8.2.2.2	b) By importation from borrow pits (Provisional)	m ³	250		
2.3.5	8.2.3	Concrete bedding cradle	m ³	20		
2.3.6	8.2.4	Encasing of pipes in concrete	m ³	40		
	SABS					
2.4	1200L	U-PVC PRESSURE PIPE AND PIPE FITTINGS				
	8.2.1	<u>Supply, lay, bed, test and disinfect the following pipes</u>				
2.4.1		a) DN 200 Class X42 (3LPE Coated and Cement Mortar Lining)	m	3600		
2.4.2		DN 250 Class X42 (3LPE Coated and Cement Mortar Lining):				
2.4.3		b) sub-surface and surface	m	3920		
		c) HDPE PE 100 PN 16	m	80		
	8.2.2	<u>Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings</u>				
		<u>All items to be approved by Engineer prior to ordering.</u>				
		<u>200 DN Flanged Long radius steel bends FBE and Drilled SABS 1123</u>				
2.4.4		a) 90° bend	no	5		
2.4.5		b) 45° bend	no	15		
2.4.6		c) 22.5° bend	no	10		
2.4.7		d) 11.25° bend	no	10		
		<u>Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings</u>				
		<u>All items to be approved by Engineer prior to ordering.</u>				
		<u>250 DN Flanged Long radius steel bends FBE and Drilled SABS 1123</u>				
		<u>110 mm Ø uPVC</u>				
2.4.8		a) 90° bend	no	5		
2.4.9		b) 45° bend	no	10		
2.4.10		c) 22.5° bend	no	10		
2.4.11		d) 11.25° bend	no	10		
		<u>Flange Adapters</u>				
		Fabrication, supply, transport and install and test the following MS Flange adaptors. Drilled SABS 1123				
2.4.12		a) DN 200	no	80		
2.4.13		b) DN 250	no	70		
	8.2.5	<u>Supply and Place Pipes, Valves, and Specials</u>				
	PSL 4.3	<u>Transport and install and test the following pipe fittings. All items to be approved by Engineer prior to ordering.</u>				
		50mmØ ARI D-040 Air Valve Chamber on the 200 mm Ø Pump Main. Drilled SABS 1123 (VUX202301D006)				
2.4.14		a) Item 6.1: 200mm Ø Flange Adaptor.	no	10		
2.4.15		b) Item 6.2: 200mm Ø x 200mm Ø Flanged MS Equal Tee-piece	no	5		
2.4.16		c) Item 6.3: 200 x 100mm Ø Flanged MS Concentric Reducer	no	5		
2.4.17		d) Item 6.4: 100 x 50mm Ø MS Reducing Flange	no	5		
2.4.18		Item 6.6: 50mm Ø Flanged RSV Gate Valve. Handwheel Right Hand Closing.	no	5		
2.4.19		f) Item 6.5: 50mm Ø MS FOE and Male Threaded	no	5		
2.4.20		g) Item 6.7: 50mm Ø MS Pipe Piece, Male Threaded Both Ends	no	5		
2.4.21		h) Item 6.8: 50mm Ø ARI-D-040 Air Valve - Female Threaded	no	5		
TOTAL CARRIED FORWARD						

SCHEDULE 2: BULK LINES						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		<u>Supply and Place Pipes, Valves, and Specials</u> <u>Transport and install and test the following pipe fittings. All items</u> <u>to be approved by Engineer prior to ordering. (VUX202301D005)</u> 50mmØ ARI D-040 Air Valve Chamber on the 250 mm Ø Pump Main. Drilled SABS 1123				
2.4.22		a) Item 5.1: 250mm Ø Flange Adaptor.	no	10		
2.4.23		b) Item 5.2: 250mm Ø x 250mm Ø Flanged MS Equal Tee-piece	no	10		
2.4.24		c) Item 5.3: 250 x 100mm Ø Flanged MS Concentric Reducer	no	5		
2.4.25		d) Item 5.4: 100 x 50mm Ø MS Reducing Flange	no	5		
2.4.26		Item 5.6: 50mm Ø Flanged RSV Gate Valve. Handwheel Right				
2.4.27		e) Hand Closing.	no	5		
2.4.28		f) Item 5.5: 50mm Ø MS FOE and Male Threaded	no	5		
2.4.28		g) Item 5.7: 50mm Ø MS Pipe Piece, Male Threaded Both Ends.	no	5		
2.4.29		h) Item 5.8: 50mm Ø ARI-D-040 Air Valve - Female Threaded	no	5		
		<u>Scour Assembly on the 200 mm Pump Main. Drilled SABS 1123</u> <u>(VUX202301D004)</u>				
2.4.30		a) Item 4.3: 200mm Ø Flange Adapter	no	2		
2.4.31		b) Item 4.1: 250mm Ø x 100mm Ø Flanged MS Scour Tee-Piece	no	1		
2.4.32		Item 4.2: 200 mm Ø Flanged Pipe Piece with Puddle Flange				
2.4.33		c) as indicated	no	2		
2.4.33		d) Item 4.4: 100mm Ø RSV Gate Valve	no	1		
2.4.34		e) Item 4.5: 100mm Ø Flange Adapter	no	1		
2.4.35		Item 4.6: 100mm Ø Flanged Pipe Piece with Puddle Flange as				
2.4.36		f) indicated	no	1		
2.4.36		g) Item 4.7: 100mm Ø Flanged Pipe Piece	no	1		
2.4.37		Item 4.8: 100mm Ø Flanged Pipe Piece with Paddle Flange				
		h) as indicated	no	1		
		<u>Scour Assembly on the 250 mm Pump Main. Drilled SABS 1123</u> <u>(VUX202301D003)</u>				
2.4.38		a) Item 3.3: 250mm Ø Flange Adapter	no	2		
2.4.39		b) Item 3.1: 250mm Ø x 100mm Ø Flanged MS Scour Tee-Piece	no	1		
2.4.40		Item 3.2: 250 mm Ø Flanged Pipe Piece with Puddle Flange				
2.4.41		c) as indicated	no	2		
2.4.42		d) Item 3.4: 100mm Ø RSV Gate Valve	no	1		
2.4.42		e) Item 3.5: 100mm Ø Flange Adapter	no	1		
2.4.43		Item 3.6: 100mm Ø Flanged Pipe Piece with Puddle Flange as				
2.4.44		f) indicated	no	1		
2.4.44		g) Item 3.7: 100mm Ø Flanged Pipe Piece	no	1		
2.4.45		Item 3.8: 100mm Ø Flanged Pipe Piece with Paddle Flange				
		h) as indicated	no	1		
		<u>200mmØ Bulk water meter at 250 pump main. Drilled SABS 1123.</u> <u>Table 1600/3 VUX202301/D/005</u>				
2.4.46		a) Item 7.1: 250mm Ø VJ type flange adapter	no	2		
2.4.47		Item 7.2: 200mm Ø pipe piece flanged one end, With position				
2.4.48		b) of puddle flange as indicated.	no	2		
2.4.48		c) Item 7.3: 200mm Ø RSV Gate Valve with non rising spindle.				
2.4.49		AVK or similar.	no	1		
2.4.49		d) Item 7.4: 200mm Ø sensus WDP-Y-strainer	no	1		
2.4.50		e) Item 7.5: 200mm Ø flanged MS piece pipe	no	1		
2.4.51		f) Item 7.6: 200 mm Ø sensus WPD water meter	no	1		
2.4.52		g) Item 7.7: 250 x 200mm Ø flanged MS concentric reducer	no	2		
2.4.53		h) Item 7.8: 200mm Ø VJ Type flange adapter	no	2		
		<u>150mmØ Bulk water meter at 200 pump main. Drilled SABS 1123.</u> <u>Table 1600/3 VUX202301/D/006</u>				
2.4.54		a) Item 8.1: 200mm Ø VJ type flange adapter	no	2		
2.4.55		Item 8.2: 150mm Ø pipe piece flanged one end, With position				
2.4.56		b) of puddle flange as indicated.	no	2		
2.4.56		c) Item 8.3: 150mm Ø RSV Gate Valve with non rising spindle.				
2.4.57		AVK or similar.	no	1		
2.4.57		d) Item 8.4: 150mm Ø sensus WDP-Y-strainer	no	1		
TOTAL CARRIED FORWARD						

SCHEDULE 2: BULK LINES						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
2.4.58		e) Item 8.5: 150mm Ø flanged MS piece pipe	no	1		
2.4.59		f) Item 8.6: 150 mm Ø sensus WPD water meter	no	1		
2.4.60		g) Item 8.7: 200 x 150mm Ø flanged MS concentric reducer	no	2		
2.4.61		h) Item 8.8: 150mm Ø VJ Type flange adapter	no	2		
	SABS	<u>Concrete Plinths</u>				
2.5	1200 GE	<u>Precast Concrete</u>				
2.5.1	8.2.1	<u>Provide Structural Precast Units</u> The rate shall cover the cost of all labour, equipment, moulds, and material including reinforcement, and fixtures, mixing, placing, compacting and floating off of concrete, and the cost of temporary stacking, curing and delivering the units to and stacking on the	no	333		
2.5.2	8.2.2	<u>Erection of Structural Precast Units</u> The rate shall cover the cost of the removal of the units from temporary stacking and all materials, plant, and labour required for building units in or fixing them into position.	no	333		
	SABS					
	1200L					
2.6	8.2.7	<u>Extra-over 8.2.1 for Encasing Joints</u> Where wrapping or protection of joints, etc. in terms of 3.9.6 is ordered, payment will be made as an extra-over per joint. The rate shall cover the cost of the material, plant, and labour necessary for the completion of the joint.				
2.6.1		a) Denso Wrapping	no	150		
		<u>Anchor/Thrust Blocks</u>				
	8.2.11	<u>Concrete thrust block configuration</u>				
2.6.2		a) Concrete volume ≤ 1,0 m³	no	75		
	PSL4.1	<u>Pipeline Markers</u>				
2.6.3		Construct and install concrete pipeline markers	no	25		
	SABS					
2.7	1200DK	<u>GABIONS</u>				
	8.2	<u>Surface preparation</u>				
2.7.1	8.2.1	Surface preparation for bedding of gabions	m²	10		
	8.2.2	<u>Gabions</u>				
2.7.2	8.3.1.2	Construct reno mattresses (gabion mattresses) in 250mm thickness.	m³	10		
	8.2.4	<u>Geomembrane</u>				
2.7.3		Supply, lay bed and secure Fibretex -25 SA geomembrane on a) interface between gabion and insitu material	m²	40		
	SABS					
2.8	1200L	<u>GENERAL ALLOWANCES</u>				
2.8.1		Supply and Install pipework to connect to the distribution network at Tonga C	Pov Sum	1	100,000.00	100,000.00
2.8.2		Supply and Install pipework to connect to the distribution network at Diudluma	Pov Sum	1	100,000.00	100,000.00
2.8.3		Supply and Install pipework to connect to the distribution network at Phakama	Pov Sum	1	100,000.00	100,000.00
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY						

SCHEDULE 3: MANHOLES AND CHAMBERS						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
3.1	SABS 1200 D	SCHEDULE 3: MANHOLES AND CHAMBERS EARTHWORKS <u>Restricted Excavation</u>				
8.3.3 a)	PSDB2.1	<u>Excavate for restricted foundations, footings and pipe trenches in all materials and backfill to 95% Mod AASHTO density:</u>				
3.1.1		i) All structures	m³	24		
3.2	PSD	<u>Extra-over items 4.1.1 for excavation in:</u>				
3.2.1	2.1.2	a) Hard rock excavation (Provisional)	m³	4		
3.3	SABS 1200G	CONCRETE WORK <u>Concrete</u>				
3.3.1	8.4.2	Blinding layer in class 15MPa/19mm to a minimum thickness of 50mm underneath structures	m²	80		
3.3.2	8.4.3	<u>Strength concrete - class 25MPa/19mm in manholes</u> i) All Structures	m³	15		
3.3.3	8.2.2	<u>Formwork - Class S1: All Structures</u> a) <u>Vertical plane</u> i) All Structures	m²	40		
3.3.4		b) <u>Horizontal Plane</u> i) All Structures	m²	25		
3.3.5	8.2.5	<u>Narrow width (up to 300mm wide) to:</u> a) All Structures	m	60		
3.3.6	8.2.6c)	<u>Box-out holes, rectangular through concrete 150 to 300 mm thick: for pipe fitting equipment supplied by Contractor and installed by the Civil Contractor : (Prov)</u> i) 250mm x 250mm	no	4		
3.3.7		ii) 300mm x 300mm	no	4		
3.3.8	8.3	<u>Scheduled Reinforcing Items</u> Reinforcement Steel bars				
3.3.9		Reinforcement, (high tensile steel)	t	1.5		
3.3.10		Reinforcement, (mild steel)	t	1.5		
3.3.11	8.3.2	High tensile welded mesh - Ref No 395	m²	40		
3.3.12	8.4.4	Unformed Surface Finishes a) Wood-floated finish	m²	80		
3.3.13		<u>Grouting / casting in of pipe specials</u> a) Grouting in of puddle flanged pipe pieces (installed by the Civil Contractor) in the following pipe diameters (Provisional) i) 200mm x 200mm ii) 250mm x 250mm	no no	4 4		
3.3.14	PSHA 4.4	ACCESS MANHOLE COVER AND FRAME Supply and install lockable manhole covers and frames as per detail i) Supply and install complete 1000mm x 1000mm access manhole cover and frame as detailed	no	3		
3.3.15		ii) Supply and install complete 900 x 900mm access manhole cover and frame as detailed	no	3		
3.3.16		Mentis Steel Grid	m²	5		
TOTAL CARRIED FORWARD						

SCHEDULE 3: MANHOLES AND CHAMBERS						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
3.4	1200LD	AIR VALVE MANHOLE				
	8.2.10	<u>supply, transport and install the following</u>				
3.4.1		a) 1500mm Ø x 250 mm manhole ring	no	10		
3.4.2		b) 1500mm Ø x 500 mm manhole ring	no	10		
3.4.3		c) 1500mm Ø x 1000 mm manhole ring	no	10		
3.4.4		d) 1500mm Ø cover slab	no	10		
3.4.5		e) 560mm Ø Medium duty concrete lid	no	10		
	PSHA 4.3	VENTALATION PIPE				
3.4.6		Supply and install complete ventilation pipe as per detail drawing	no	10		
TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY						

SCHEDULE 4: 1 ML GROUND TANK AT TONGA C						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
5.1	SABS 1200DB	<u>SCHEDULE 4: 1 ML GROUND TANK AT TONGA C</u>				
5.1.1	8.3a)	<u>SITE CLEARANCE</u> a) Clear vegetation and trees of girth up to 1m	m ²	300		
5.2	SABS 1200DB	<u>EXCAVATION</u>				
	8.3.2a)	Bulk Excavations materials and use for embankment or backfill or dispose, as ordered				
5.2.1	a)	Ground Tank Platform	m ³	350		
5.2.2	8.3.2c)	Extra over item B2.4 for approved granular material for backfill against structures	m ³	730		
5.2.3	PSD2.1.2	<u>Extra-over items 4.2.1 for excavation in:</u> b) Hard rock excavation (Provisional)	m ³	175		
		<u>FORMWORK</u>				
5.2.4	8.3.5a)	<u>Smooth</u> a) Plane vertical to wall	m ²	80		
5.2.5	8.3.5b)	<u>Reinforcement:</u> <u>High Tensile Steel</u> a) All sizes	t	10		
5.3	SABS 1200LB	<u>CONCRTE</u>				
	PSLB3.1	Strength Concrete : 30MPa/19mm to:				
5.3.1	8.2.1	a) Footings and slabs	m ³	90		
5.3.2		a) Plinths	m ³	45		
5.4		<u>Steel Tank and Interconnection Pipework</u>				
5.4.1		1 MI Abeco (or similar approved) Ground steel tank on concrete plinths with all inlet and outlet fitting and ladder (Concrete Measure Elsewhere)	PC Sum	1	2,340,000.00	2,340,000.00
5.4.2		1 MI pipework inlet , overflow, scour and outlet with all associated valves pipe fitting to connect from tank to the incoming and outgoing pipe	PC Sum	1	400,000.00	400,000.00
5.4.3		<u>Extra-over item 4.6.1 to 4.6.8 for:</u> Contractor's handling fee	%	2,740,000		
TOTAL SCHEDULE 4 CARRIED FORWARD TO SUMMARY						

SCHEDULE 5: ELEVATED TANK AT PHAKAMA						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
5.1	SABS 1200DB	SCHEDULE 5: ELEVATED TANK AT PHAKAMA				
5.1.1	8.3a)	SITE CLEARANCE a) Clear vegetation and trees of girth up to 1m	m ²	150		
5.2	SABS 1200DB	EXCAVATION				
5.2.1	8.3.2a)	Bulk Excavations materials and use for embankment or backfill or dispose, as ordered a) Elevated Tank	m ³	100		
5.2.2	8.3.2c)	Extra over item B2.4 for approved granular material for backfill against structures	m ³	300		
5.2.3	PSD2.1.2	<u>Extra-over items 4.2.1 for excavation in:</u> b) Hard rock excavation (Provisional)	m ³	25		
5.2.4	8.3.5a)	FORMWORK <u>Smooth</u> a) Plane vertical to wall	m ²	75		
5.2.5	8.3.5b)	Reinforcement: <u>High Tensile Steel</u> a) All sizes	no t	10 5		
5.3	SABS 1200LB	CONCRTE				
5.3.1	PSLB3.1	Strength Concrete : 30MPa/19mm to:				
5.3.2	8.2.1	a) Footings and slabs a) Plinths	m ³ m ³	45 20		
5.4		Steel Tank and Interconnection Pipework				
5.4.1		350 kl Abeco (or similar approved) elevated steel tank on concrete plinths with all inlet and outlet fitting and ladder (Concrete Measure Elsewhere)	PC Sum	1	2,040,000.00	2,040,000.00
5.4.2		350 kl pipework inlet ,overflow,scour and outlet with all associated valves pipe fitting to connect from tank to the incoming and outgoing pipe	PC Sum	1	500,000.00	500,000.00
5.4.3		<u>Extra-over item 4.6.1 to 4.6.8 for:</u> Contractor's handling fee	%	2,540,000		
TOTAL SCHEDULE 5 CARRIED FORWARD TO SUMMARY						

SCHEDULE 6: ELEVATED TANK AT DLUDLUMA						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
6.1	SABS 1200DB	SCHEDULE 6: ELEVATED TANK AT DLUDLUMA				
6.1.1	8.3a)	SITE CLEARANCE a) Clear vegetation and trees of girth up to 1m	m ²	150		
5.2	SABS 1200DB	EXCAVATION				
6.2.1	8.3.2a)	Bulk Excavations materials and use for embankment or backfill or dispose, as ordered a) Elevated Tank	m ³	100		
6.2.2	8.3.2c)	Extra over item B2.4 for approved granular material for backfill against structures	m ³	300		
6.2.3	PSD2.1.2	<u>Extra-over items 4.2.1 for excavation in:</u> b) Hard rock excavation (Provisional)	m ³	25		
6.2.4	8.3.5a)	FORMWORK <u>Smooth</u> a) Plane vertical to wall	m ²	75		
6.2.5	8.3.5b)	Reinforcement: <u>High Tensile Steel</u> a) All sizes	no t	10 5		
5.3	SABS 1200LB	CONCRTE				
6.3.1	PSLB3.1	Strength Concrete : 30MPa/19mm to:				
6.3.2	8.2.1	a) Footings and slabs a) Plinths	m ³ m ³	45 20		
5.4		Steel Tank and Interconnection Pipework				
6.4.1		170 kl Abeco (or similar approved) elevated steel tank on concrete plinths with all inlet and outlet fitting and ladder (Concrete Measure Elsewhere)	PC Sum	1	1,440,000.00	1,440,000.00
6.4.2		170 kl pipework inlet ,overflow,scoure and outlet with all associated valves pipe fitting to connect from tank to the incoming and outgoing pipe	PC Sum	1	300,000.00	300,000.00
6.4.3		<u>Extra-over item 4.6.1 to 4.6.8 for:</u> Contractor's handling fee	%	1,740,000		
TOTAL SCHEDULE 6 CARRIED FORWARD TO SUMMARY						

SCHEDULE 7: DLUDLUMA PUMP STATION						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
	SABS	<u>SCHEDULE 7: DLUDLUMA PUMP STATION</u>				
7.1	SABS					
	1200D	<u>SITE PREPARATION</u>				
	8.3.1	a) Clear and grub.				
7.1.1	8.3.1.1	Clear and strip site	m²	40		
	SABS					
	1200G	<u>CONCRETE WORK</u>				
	8.4.3	<u>Strength concrete - class 35MPa/19mm</u>				
7.1.2	i)	Foudation, Roof and Floor	m³	9		
	SABS					
	1200G	<u>CONCRETE: Formwork</u>				
	8.2.2	<u>Formwork - Smooth:</u>				
	b)	<u>Horizontal plane</u>				
7.1.3	i)	Roof	m²	20		
		<u>REINFORCEMENT</u>				
7.1.4	8.3.1	Reinforcement, high tensile steel	t	0.5		
7.1.5	8.3.1	Reinforcement, mild steel	t	0.2		
7.1.6	8.3.2	High tensile welded mesh - Ref No 295 (Provisional)	m²	20		
	PART	<u>PARTICULAR SPECIFICATION</u>				
	SPEC PB	<u>BUILDING WORK</u>				
		<u>Pump Station:</u>				
	PB9	<u>Brickwork</u>				
	PB9.1.1	Walls (including brickforcing every fourth course)				
	a)	<u>One brick walls (230 mm wide)</u> Face bricks Type FBS external with 6 mm half round ruled joints and type NFP internal, the latter with joints raked for cement plaster	m²	53		
7.1.7						
	PB9.1.2	<u>Plaster</u> One layer cement plaster rendered 12 mm thick and finished				
7.1.8	a)	smooth with steel trowel	m²	53		
	PB9.1.3	<u>Weather Resistant louvers</u> 590x590x83mm Type WG (TROX Technik or similar				
7.1.9	a)	approved	no	2		
		<u>Damp Proofing</u> Single layer 375 micron "Gundle Brickgrip" plastic waterproof sheeting under all walls at top of floor level, and underneath				
7.1.10	a)	window cills:	no	19		
	PB9.1.2	<u>Waterproofing</u> Waterproofing of pumping station roof with "Acrylastic" as				
7.1.11	a)	supplied by "Gundle coatings" or similar approved	m²	20		
	PB9.1.3	<u>Doors and Frames</u>				
7.1.11	a)	Type D Transformer room door (2023h x 1630w)	no	1		
		<u>Prime Cost Items (PC Sum)</u>				
7.1.12	a)	Pump Station Electrical Work (lighting and plugs)	PC Sum	1	30,000.00	30,000.00
TOTAL SCHEDULE 7 CARRIED FORWARD TO SUMMARY						

SCHEDULE 8: PHAKAMA PUMP STATION						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
8.1	SABS 1200 D	SCHEDULE 8: PHAKAMA PUMP STATION <u>SITE PREPARATION</u> <u>Site Clearance</u>				
8.1.1	8.3.1.1	<u>Clear and strip site</u> i) All structures	m ²	900		
8.1.2	8.3.1.2	<u>Remove topsoil</u> <u>Remove topsoil to a nominal depth of 150mm</u> <u>stockpile and maintain</u> i) All structures	m ²	400		
8.2		<u>RESTRICTED EXCAVATION</u>				
8.2.1	8.3.3 a) PSD 2.1	<u>Excavate for restricted foundations, footings and pipe</u> <u>trenches in all materials and backfill to 95% Mod</u> <u>AASHTO density:</u> iii) Pump Station	m ³	100		
8.2.2	8.3.3 a) PSD 2.1	<u>Excavate for restricted foundations, footings and pipe</u> <u>trenches in all materials and dispose:</u> iii) Pump Station	m ³	87.5		
8.2.3	8.3.3 b)	<u>Extra-over items 2.3.1 to 2.3.2 for excavation in:</u> a) Intermediate excavation (Provisional)	m ³	50		
8.2.4		b) Hard rock excavation (Provisional)	m ³	50		
8.2.5	8.3.4 a)	<u>Importing of materials</u> i) Extra-over for importation of materials from commercial sources for reservoir terrace. Material to have a minimum quality of G7.	m ³	120		
8.3	SABS 1200G	<u>CONCRETE WORK</u> <u>Concrete</u>				
8.3.1	8.4.2	Blinding layer in class 15MPa/19mm to a minimum thickness of 50mm underneath structures iii) Pump Station	m ²	32		
8.3.2	8.4.3	<u>Strength concrete - class 35MPa/19mm</u> iii) Pump Station	m ³	32		
8.3.3	8.4.3	<u>Strength concrete - Class 25 MPa/19mm</u> i) All structures (provisional)	m ³	15		
8.3.4	8.4.3	<u>Strength concrete - class 15MPa/10mm Mass</u> <u>concrete to:</u> i) All structures (provisional)	m ³	5		
8.3.5	8.4.3	<u>Screed to:</u> i) All structures	m ³	4		
8.4	SABS 1200G	<u>CONCRETE: Formwork</u> <u>Formwork - Smooth:</u>				
8.4.1	8.2.2	a) <u>Vertical plane</u> iii) Pump Station	m ²	90		
8.4.2		c) <u>Inclined - to staircases</u> i) Pump Station staircase	m ²	5		
TOTAL CARRIED FORWARD						

SCHEDULE 8: PHAKAMA PUMP STATION						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
8.4.3		d) Horizontal plane - elevated to walkways and slabs iii) Pump Station walkway and roof	m²	55		
8.4.4	8.2.5	d) Narrow widths (up to 300mm wide) to: ii) Pump Station	m	176		
	8.2.6	<u>Box-out holes for pipes</u> <u>Box-out holes, rectangular through concrete 200 to 500 mm thick: for pipework supplied and installed by the Mechanical Contractor :</u>				
8.4.5		i) 280 x 280mm box-out for 80mm flanged steel pipe	no	2		
8.4.6		ii) 370 x 370mm box-out for 150mm flanged steel pipe	no	2		
8.4.7		iii) 420 x 420mm box-out for 200mm flanged steel pipe	no	2		
		REINFORCEMENT				
8.4.8	8.3.1	Reinforcement, high tensile steel iii) Pump Station	t	5.00		
8.4.9	8.3.1	Reinforcement, mild steel iii) Pump Station	t	0.20		
8.4.10	8.3.2	High tensile welded mesh - Ref No 295 (Provisional) i) All structures	m²	70		
8.4.11	8.4.4	<u>Unformed surface finish</u> iii) Pump Station	m²	80		
	PART	<u>PARTICULAR SPECIFICATION</u>				
	8.5 SPEC PB	<u>BUILDING WORK</u>				
	PB9	<u>Brickwork</u>				
	PB9.1.1	Walls (including brickforcing every fourth course)				
8.5.1	a)	<u>One brick walls (230 mm wide)</u> Face bricks Type FBS external with 6 mm half round ruled joints and type NFP internal, the latter with joints raked for cement plaster	m²	205		
8.5.2	b)	<u>Half brick walls (115 mm wide)</u> NFP bricks with joints raked for cement plaster both sides	m²	10		
	PB9.1.3	<u>Windows Pump Station</u> Winblock' modular precast concrete window surrounds, finished smooth on exposed surfaces, incl. bedding, jointing and pointing 590x590x260mm Type WB66 "Winblok Winvent" natural anodised aluminium 4mm clear float glass, factory glazed window insets complete:	no	18		
8.5.3	a)	590x590 Type WV(A) 66F fixed frame window fixed in surround with silicone sealant adhesive	no	9		
8.5.4	b)	590x590 Type WV) 66T top hung window fixed in surround with silicone sealant adhesive in:	no	9		
		<u>Damp Proofing</u>				
8.5.5	a)	Single layer 375 micron "Gundle Brickgrip" plastic waterproof sheeting under all walls at top of floor level, and underneath window cills:	m	70		
	PB9.1.3	<u>Windows</u>				
8.5.6	a)	Standard steel window ND1 at guard house	no	4		
8.5.7	a)	Standard steel window NG1 at guard house	no	2		
TOTAL CARRIED FORWARD						

SCHEDULE 8: PHAKAMA PUMP STATION						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
8.5.8	PB9.1.3	<u>Doors and Frames</u> Standard double sided FL&B 815x2 032mm solid meranti door a) and frame	no	2		
8.5.9		<u>Roof and ceiling</u> 0.6mm Corrugated roof sheeting on wooden rafters and fixed to wooden purlins.				
8.5.10		a) Corrugated Roof Sheeting	m ²	40		
8.5.11		b) Wooden rafters 38x114x 3400mm @ 1035mm C/C	m	25		
		c) Wooden Purlin 50x76x4615mm @850mm C/C	m	47		
8.5.12	PB9.1.2	<u>Plaster</u> a) One layer cement plaster rendered 12 mm thick and finished smooth with steel trowel	m ²	70		
8.5.13	PB9.1.2	<u>Painting wall finishes</u> a) One coat universal undercoat, Type 1 to SABS 681	m ²	70		
8.5.14		b) Two coats of Plascon Double Velvet (Camel Hair)	m ²	70		
8.5.15	PB9.1.3	<u>Doors and Frames</u> a) Mild steel and door frame, 815 mm wide x 2 032 mm high thick complete with standard mild steel frame, 3 lever lockset, chrome plated handles and painted	no	1		
8.5.16		b) Mild steel and door frame, 2400 mm wide x 3000 mm high thick complete with standard mild steel frame, 3 lever lockset, chrome plated handles and painted	no	1		
8.5.17		<u>Waterproofing of pump station roof</u> "Acrylic" as supplied by "Gundle" coatings, supplied and applied to manufacturer's specifications	m ²	40		
8.5.18		<u>Prime Cost Items (PC Sum)</u> a) Pump Station Electrical Work (lighting and plugs)	PC Sum	1	30,000.00	30,000.00
TOTAL SCHEDULE 8 CARRIED FORWARD TO SUMMARY						

SCHEDULE 9: PARTICULAR SPECIFICATION (GUARD HOUSE)						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
3	PART	SCHEDULE 9: PARTICULAR SPECIFICATION (GUARD HOUSE)				
	SPEC PB	BUILDING WORK				
3.1	PB9	Brickwork				
	PB9.1.1	Walls (including brickforcing every fourth course)				
3.1.1		a) <u>One brick walls (230 mm wide)</u> Face bricks Type FBS external with 6 mm half round ruled joints and type NFP internal, the latter with joints raked for cement plaster				
		i) Guard House	m ²	135		
3.2	PB9.1.3	Windows				
3.2.1		a) Standard steel window ND1 at guard house	no	4		
3.2.2		b) Standard steel window NG1 at guard house	no	2		
3.3		Damp Proofing				
		a) Single layer 375 micron "Gundle Brickgrip" plastic waterproof sheeting under all walls at top of floor level, and underneath window cills:				
3.3.1		i) Guard House	m	40		
3.4	PB9.1.3	Doors and Frames				
		Standard double sided FL&B 815x2 032mm solid meranti door				
3.4.1		a) and frame	no	4		
3.5		Roof and ceiling				
		0.6mm Corrugated roof sheeting on wooden rafters and fixed to wooden purlins.				
3.5.1		a) Corrugated Roof Sheeting	m ²	40		
3.5.2		b) Wooden rafters 38x114x 3400mm @ 1035mm C/C	m	25		
3.5.3		c) Wooden Purlin 50x76x4615mm @850mm C/C	m	47		
3.6		SANITATION ACCESSORIES				
		a) Ablution Facilities				
3.6.1		i) 1000LITER Calamite Septic Tank	no	2		
3.6.2		ii) French Drain	m	22		
3.6.3		iii) Supply deliver and install basin and water closet all complete .	No	2		
3.7	SABS	CONCRETE WORK				
	1200G	<u>Strength concrete - class 35MPa/19mm</u>				
3.7.1	8.4.3	i) Foudation and Floor	m ³	10		
3.8		Prime Cost Items (PC Sum)				
3.8.1		a) Pump Station Electrical Work (lighting and plugs)	PC Sum	1	20,000.00	20,000.00
TOTAL SCHEDULE 9 CARRIED FORWARD TO SUMMARY						

SCHEDULE 10: FENCING						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
10.1	SABS	SCHEDULE 10: FENCING				
		CLEARVU FENCE				
	PBF 1.2	<u>Fencing at Tonga C</u>				
10.1.1		a) <u>Fence</u>				
		i) Deliver and erect 2.1m high ClearVu fence complete as per manufacturers specifications	m	200		
10.1.2		b) <u>Gate</u>				
		i) Install 6m sliding vehicle gate complete	Sum	1		
10.1.3		ii) Install 1.2m pedestrian Gate	Sum	1		
		<u>Fencing at Phakama</u>				
10.1.4		a) <u>Fence</u>				
		i) Deliver and erect 2.1m high ClearVu fence complete as per manufacturers specifications	m	330		
10.1.5		b) <u>Gate</u>				
		i) Install 6m sliding vehicle gate complete	Sum	1		
10.1.6		ii) Install 1.2m pedestrian Gate	Sum	1		
		<u>Fencing at Kamaqhekeza</u>				
10.1.7		a) <u>Fence</u>				
		i) Deliver and erect 2.1m high ClearVu fence complete as per manufacturers specifications	m	685		
10.1.8		b) <u>Gate</u>				
		i) Install 6m sliding vehicle gate complete	Sum	1		
10.1.9		ii) Install 1.2m pedestrian Gate	Sum	1		
		<u>Fencing at Ngwenveni</u>				
10.1.10		a) <u>Fence</u>				
		i) Deliver and erect 2.1m high ClearVu fence complete as per manufacturers specifications	m	150		
10.1.11		b) <u>Gate</u>				
		i) Install 6m sliding vehicle gate complete	Sum	1		
10.1.12		ii) Install 1.2m pedestrian Gate	Sum	1		
		<u>Fencing at Dlodluma</u>				
10.1.13		a) <u>Fence</u>				
		i) Deliver and erect 2.1m high ClearVu fence complete as per manufacturers specifications	m	180		
10.1.14		b) <u>Gate</u>				
		i) Install 6m sliding vehicle gate complete	Sum	1		
10.1.15		ii) Install 1.2m pedestrian Gate	Sum	1		
TOTAL SCHEDULE 10 CARRIED FORWARD TO SUMMARY						

SCHEDULE 11: MECHANICAL AND ELECTRICAL WORK						
No.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
8.1	PSA 4.6	<u>SCHEDULE 11: MECHANICAL AND ELECTRICAL WORK</u> <u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u>				
8.1.1	4.6.1	a) Nominated Sub-Contractor For Mechanical work	PC Sum	1	950,000.00	950,000.00
8.1.2	4.6.2	b) Nominated Sub-Contractor For Electrical Work	PC Sum	1	950,000.00	950,000.00
8.1.3	4.6.3	c) Nominated Sub-Contractor For Bulk Electrical Work and Eskom connection	PC Sum	1	800,000.00	800,000.00
8.1.4	4.6.4	d) Gensets	PC Sum	1	600,000.00	600,000.00
8.1.5		<u>Extra-over item 8.1 to 8.3 for:</u>	%	2700000	0.10	270,000.00
TOTAL SCHEDULE 11 CARRIED FORWARD TO SUMMARY						

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID NUMBER: 51/2023

SUMMARY OF PRICE SCHEDULE

DESCRIPTION	AMOUNT
Schedule 1: Preliminary And General	
Schedule 2: Bulk Lines	
Schedule 3: Manholes And Chambers	
Schedule 4: 1 MI Ground Tank At Tonga C	
Schedule 5: Elevated Tank At Phakama	
Schedule 6: Elevated Tank At Dludluma	
Schedule 7: Dludluma Pump Station	
Schedule 8: Phakama Pump Station	
Schedule 9: Particular Specification (Guard House)	
Schedule 10: Fencing	
Schedule 11: Mechanical And Electrical Work	
TOTAL OF SCHEDULE OF QUANTITIES (SUBTOTAL A)	
CONTINGENCIES	
The Sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. The tenderer shall add the total of schedule of quantities for contingencies. (Sub Total "A" x 10%)	
SUBTOTAL B	
TOTAL AMOUNT FOR CONSTRUCTION	
VALUE-ADDED TAX (VAT)	
The Tenderer shall add 15% of the subtotal for VAT. (<i>Sub Total "B" x 15%</i>)	
TOTAL AMOUNT	

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

UPGRADING OF THE NAAS BULK WATER SCHEME PHASE 3 IN NKOMAZI LOCAL MUNICIPALITY

BID NUMBER:51/2023

C3: SCOPE OF WORK

Table of Contents:

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Management Requirements
PS5	Extension of Time for Completion

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1	Project Specifications Relating to the Standard Specifications and Other Additional Specifications:
PSA	SABS 1200 A: GENERAL
PSC	SABS 1200 C: SITE CLEARING
PSD	SABS 1200 D: EARTHWORKS
PSDB	SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)
PSG	SABS 1200 G: CONCRETE (STRUCTURAL)
PSHA	SABS 1200 HA: STRUCTURAL STEELWORK (SUNDRY ITEMS)
PSL	SABS 1200 L: MEDIUM PRESSURE PIPELINES
PSLB	SABS 1200 LB: BEDDING (PIPES)

C3.3 PARTICULAR SPECIFICATIONS

SECTION EMP ENVIRONMENTAL MANAGEMENT PLAN

SECTION OHS: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID NUMBER: 51/2023

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS 1200**

SABS 1200 A 1986	:	General
SABS 1200 AB 1986	:	Engineer's Office
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1988 (Amended 1990)	:	Earthworks
SABS 1200 DB 1989	:	Earthworks – Pipe Trenches
SABS 1200 DK 1996	:	Gabions and Pitching
SABS 1200 DM 1981	:	Earthworks (Roads, Subgrade)
SABS 1200 G 1982	:	Concrete (Structural)
SABS 1200 HA 1990	:	Structural Steelwork (Sundry Items)
SABS 1200 L 1983	:	Medium-pressure Pipelines
SABS 1200 LB 1983	:	Bedding (Pipes)
SABS 1200 LC 1981	:	Cable Ducts

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003	:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	:	Targeted Construction Procurement
SANS 1921 – 1 (2004)	:	Construction and Management Requirements for Works Contracts Part 1: General Contracting and Construction Works where accommodation of traffic is involved:
SANS 1921-2 (2004)	:	Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor. /

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The provision of bulk water infrastructure to for the Naas water scheme includes the construction of new bulk pipelines, pump stations, elevated tanks and ground reservoir.

The employer's objective is also to deliver public infrastructure using labour intensive methods and in so doing provide work place training opportunities to local labour.

The work will take place in built-up areas, thus the contractor shall minimize the impact of his activities on the local community.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The limits of the project are as shown on the locality plan bound into the book of drawings. The site of works is located in the Nkomazi area.

The areas of interest are Kamaqhekeza, Brink and Alberstnek. The sites can be accessed via the R571 National Road to Komatipoort or Jeppes Reef.

Village	Naas	
Province	Mpumalanga Province	
District	Ehlanzeni District Municipality	
Locality	Nkomazi Local Municipality	
Co-ordinates	Kamaqhekeza	25°40'2.72"S
		31°51'19.13"E

	Brink	25°39'36.80"S
		31°54'1.13"E
	Albertsnek	25°39'51.87"S
		31°57'39.90"E
	Naas WTW	25°38'26.73"S
		31°50'24.93"E

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

The scope of work for the proposed level of service is as follows:

- Excavation and installation of 4000 m of a 250 mm Carbon steel pipe (3LPE coated & cement Mortar lined) pipeline and 3600 m of a 200 mm Carbon steel pipe (3LPE coated & cement Mortar lined) pipeline on concrete pedestals.
- Installation of pipeline fittings and specials.
- Connecting to existing chambers.
- Installing pipework to connect to existing networks at Tonga C, Dludluma and Phakama.
- Construction of booster pump station at Dludluma and Phakama reservoirs.
- Supply and install a 350 kl elevated tank to provide adequate pressure for households located close to the reservoir site at Phakama.
- Supply and install a 170 kl elevated tank to provide adequate pressure for households located close to the reservoir site at Dludluma.
- Supply and install a 1 MI steel tank at Tonga C.
- Supply and installation ClearVu fencing at Tonga C, Dludluma, Kamaqhekeza command, Ngwenyeni and Phakama reservoirs.
- Complete renovation of the Kamaqhekeza command reservoir pump station.
- Supply and install mechanical and electrical works at Kamaqhekeza command, Tonga C, Dludluma and Phakama reservoirs.
- Construction of a new guard house at Tonga C, Kamaqhekeza command and Ngwenyeni reservoirs.
- Installation of Gensets at Tonga C, Dludluma, Phakama, Kamaqhekeza command and Ngwenyeni reservoirs.
- Renovate the guardhouses at Phakama and Dludluma reservoirs.
- New bulk electrical connections at Phakama and Dludluma booster pump stations.

PS-3.2 Ancillary works

The following ancillary works shall form part of this contract:

- Installation of pipeline fittings and valves
- Road crossings
- Stream Crossing
- Blasting of hard rock materials

PS-3.3 Climatic conditions

The site of works is in a summer rainfall region with an average annual precipitation of 755mm.

PS-3.4 Temporary Works

The temporary works include the construction and maintenance of temporary access roads along the pipeline.

PS-3.5 Accommodation of Traffic

The traffic volumes along this route range from 600 vehicles per day with minimum heavy vehicles. It is anticipated that traffic will be accommodated by clear indication of construction works along the road.

Temporary traffic control signs and devices employed daily in the accommodation of traffic along the route shall be erected on and removed from the site of the works on a daily basis as required and no such signs or devices shall be permitted to remain in place overnight, unless otherwise instructed by the engineer.

At least one lane per direction shall be open to traffic at all times. The contractor shall ensure that all aspects of traffic accommodation are shown in the Construction Programme and shall also submit Method Statements and Plans as to proposed long and short term traffic accommodation.

PS-3.6 Construction Materials

Tenderers must demarcate for themselves the location of sources of materials required for this construction. All materials are to be procured from commercial sources.

PS-3.7 Power Supply and other Services

The contractor shall make his own arrangements regarding the supply of electrical power and all other services to the site. No direct payment will be made for the provision of electrical power and services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

PS-3.8 Water for Construction Purposes

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

PS-3.9 Contractor's Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of a camp is subject to the approval by the engineer. Camp sites within the road reserve will not be permitted.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The following drawings shall be used for tendering purposes only:

DRAWING NUMBER
VUX202301C024
VUX202301C026
VUX202301C027
VUX202301C028
VUX202301C029
VUX202301C030
VUX202301C031
VUX202301C032
VUX202301C033
VUX202301C034
VUX202301C035
VUX202301C036
VUX202301C037
VUX202301C038
VUX202301C039
VUX202301C040
VUX202301C041
VUX202301C042
VUX202301C043
VUX202301C044
VUX202301C045
VUX202301C046
VUX202301C047
VUX202301D001
VUX202301D002
VUX202301D003
VUX202301D004
VUX202301D005
VUX202301D006
VUX202301D007
VUX202301D008
VUX202301G001
VUX202301G002
VUX202301G003
VUX202301G004
VUX202301G005
VUX202301W001
VUX202301W002
VUX202301W003

VUX202301W004
VUX202301W005
VUX202301W006
VUX202301W007
VUX202301W008
VUX202301W009
VUX202301W0010
VUX202301W0011

The Contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The Civil Engineer responsible for the design in accordance with the specification is: **Vuxaka Consulting Engineers.**

4.4 Planning, Programme and Method Statements *(Read with SANS1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his

programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

- a) the Contractor must indicate in his tender the proposed contract period;
- b) plant and personnel requirements to complete the project must be incorporated in the Tender and shown on the programme;
- c) a high standard of traffic accommodation must be adhered to at all times;
- d) the relocation of services;

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Works to be undertaken by Local Contractor (if applicable).
- (e) Works to be undertaken by Sub-Contractors.
- (f) Schedule of plant and resources to be utilized.

The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2010.

4.4.3 Time for Completion

The tenderer shall indicate under section C1.2.2: **Data provided by Contractor** the time within which the contract shall be completed.

4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly

manage rain and surface water, will not be considered.

4.7 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

4.7.1 Borrow pits and spoil areas

Spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local authority. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

4.8 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor may establish his own laboratory on site for this purpose, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

4.9 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Employer. Possible locations for a campsite shall be pointed out at the Site Inspection Meeting. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power, water supply and all other services. No direct payment shall be made for the provision of electrical, water or any other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his sub-Contractors are able to identify themselves as members of the construction team.

4.9.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.9.4 Facilities for the Engineer

A site office for the Engineer is required. The office must provide sufficient space and furniture (chairs and conference table) to house a meeting of 12 people.

No housing is required for the Engineer or his Representative. Communication costs and a laptop will be required for the use of the engineer's site staff.

4.10 Survey beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.11 Existing Services *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
Eskom	Electrical/Power lines
Telkom	Telephone lines
Nkomazi Municipality	Stormwater reticulation within the urban area
Nkomazi municipality	Water bulk and reticulation

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.12 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans**(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with the tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*); monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

4.12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to

the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.13 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2: 2004)*

4.13.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

4.13.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

4.14.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable, detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

4.14.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

4.14.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C, will be adhered to.

PS5 EXTENSION OF TIME FOR COMPLETION

5.1 CALCULATION OF EXTENSION OF TIME

An Extension of Time for Completion in terms of Clause 42 of the General Conditions of Contract, will be granted on account of 'adverse weather conditions' occasioned by abnormal rainfall or wet conditions; provided that the calculation of such an Extension of Time in calendar days shall be in accordance with the formulae given below, and shall be determined separately for each calendar month or part thereof.

The Extension of Time shall be calculated for the whole period for completion of the Contract including any granted extension thereof, as follows:-

(a) The Formulae

$V_t = \text{Sum of } V_m - \text{Sum of } V'_m$ ----- formula (1) : in which

$V_m = (N_w - N_n) \frac{R_w}{R_n}$ ----- formula(2): if $(N_w - N_n)$ is greater than zero;

and

$V'_m = (N_n - N_w)$ ----- formula (3) : if $(N_w - N_n)$ is less than zero, i.e. negative;

And in which the symbols shall have the following meanings respectively:-

V_t = Total Extension of Time for Completion in calendar days for the total period under consideration.

V_m = Calendar days in respect of the calendar month under consideration if $(N_w - N_n)$ is greater than zero for such month.

V'_m = Calendar days in respect of the calendar month under consideration if $(N_w - N_n)$ is less than zero for such month.

N_w = Actual number of days during the relevant calendar month on which a rainfall of Y mm/24-hour day or more is recorded for the Contract.

N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records available at the time, on which a rainfall of Y mm/24-hour day or more has been recorded.

R_w = Actual rainfall in mm as recorded for the Contract during the relevant calendar month.

R_n = Average rainfall in mm for the relevant calendar month, as determined from existing rainfall records available at the time.

(b) Specified Values

The value of Y shall be the value specified in the schedule below.

The factor R_w/R_n shall not exceed the value specified in the schedule below.

The values of N_n and R_n shall be the monthly average values stated in the schedule below, unless other values are mutually pre-agreed upon between the Engineer and the Contractor at the time for the period in question.

Only values in excess of the values stated or pre-agreed upon for N_n and R_n respectively shall be deemed to constitute 'adverse weather conditions' in terms of the Conditions of Contract.

(c) Application of the Formulae

When calculating the values of V_m and V'_m for a part of a month, pro-rata values of R_n and N_n shall be applied.

The total Extension of Time for Completion shall be calculated in accordance with formula (1): provided that the authorised Time for Completion of the Contract or part thereof (as the case may be) shall not be decreased on account of abnormal rainfall.

Except for flood damage which could cause further or concurrent delays and which will be treated separately (when applicable) in the calculation of an extension of time, the factors ($N_w - N_n$) and ($N_n - N_w$) shall be deemed to represent a fair allowance for all variations from the average of the number of days on which a rainfall of Y mm/24-hour day is equaled or exceeded.

The factor R_w/R_n shall be deemed to represent a fair allowance for all variations from the average in the number of days on which the rainfall did not equal or exceed Y mm/24-hour day but on which days conditions due to rainfall disrupted the Works or prevented work to be executed.

(d) Rainfall Recording

Before the commencement of the permanent Works, the Contractor shall, at his cost, provide and erect an approved rain gauging apparatus at an approved place on the Site of Works. The Contractor shall at his cost also take the necessary measures to ensure that access to the said apparatus can be controlled by the Engineer's Representative or by an approved observer, as the case may be, who shall both and simultaneously record on each working day the rain gauging's. The said gauging's shall be the only and actual recorded rainfall for the Contract.

(e) Mbombela closest rainfall station will be used

The following rainfall figures are applicable for Clause 42 of the General Conditions of Contract:

INFORMATION SOURCE: National Weather Bureau,
Pretoria, Tel.: (012) 309 3911
RAINFALL STATION: Malelane 05568987

Rainfall station: Malelane 0556898 7					
Period: 1931 – 2010					
Month	N_n	R_n	Month	N_n	R_n
January	8,4	103,3	July	1,2	7,1
February	7,7	97,5	August	1,4	7,7
March	7,3	76,1	September	2,7	19,1
April	4,8	44,6	October	6,0	46,8
May	2,4	15,2	November	8,8	94,5
June	1,4	7,7	December	7,8	93,5
Annual average: 613,1					

Where:

N_n = Average amount of days on which a rainfall of $Y=10$ mm or more has been recorded.

R_n = Average monthly rainfall in mm

The Contractor is responsible for the protection of the Works against flood damage resulting from his own activities. Any damage resulting from failure of the Contractor to provide protection will be made good at the cost of the Contractor.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER
ADDITIONAL SPECIFICATIONS**

In certain clauses in the standard, standardized and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular Contract. Details of such alternative or additional requirements applicable to this Contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA **GENERAL (SABS 1200 A)**

PSA 1 **STANDARDISATION MARK (CLAUSE 3.1)**

Add the following to the Clause:

All material delivered to the site shall bear the Official Standardization Mark (SABS)

PSA 2 **CONTRACTOR'S CAMP (CLAUSE 4.2)**

PSA 2.1 **Restrictions on employee accommodation (Sub-clause 4.2)**

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the Contractor to enable him to erect his site offices, workshops and stores. Any temporary housing and facilities shall comply with the requirements of the local authority. The Contractor shall provide his own fencing and site security.

PSA 3 **DEALING WITH WATER (SUBCLAUSE 5.5)**

In addition to the items as set out in Subclause 5.5 the Contractor shall also provide pumping equipment, pipes and other equipment as may be necessary.

PSA 4 **MEASUREMENT AND PAYMENT**

PSA 4.1 **Fixed charge and Value Related Items (Sub-clause 8.2.1)**

Replace the sub-clause with the following:

Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

- (a) setting up and maintaining his organization, camps and plant on the site;
- (b) effecting the insurance's and indemnities required in terms of the General Conditions of Contract
- (c) meeting all other general obligations and liabilities which are not specifically measured for payment in these Contract documents.

The lump sum total of items (a), (b) and (c) as measured and Fixed Charge Items and time Related Items shall not exceed 15% of the nett total Tender Amount. If the Tenderer should tender a higher amount for this item it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 42 of the General Conditions of Contract.

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Engineer that he has

provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Engineer as to the value or ownership, the Engineer shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

The first instalment, 100% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this sub-clause and has made a substantial start on construction in accordance with the approved programme.

PSA 4.2 Time-Related Items (Sub clause 8.2.2)

Replace this sub clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment of item 8.4.1 (time-related item) will take place in equal monthly amounts, calculated on the tendered amount for the item, divided by the Contract period in months, with the understanding that the total of the monthly payments which was paid for this specific item does not exceed the proportion that the progress of the Works to date bears in relation to the Works as a whole.

Should the Engineer grant an extension of time, the Contractor is entitled to an increase in the amount tendered for time related items, and this increase must be kept in the same proportion to the original tender amount as the extension of time is to the original time of the completion of the Works.

Payment for such increased amounts will be considered as full compensation for all time related, provisional and general costs which arise as a result of the extension of time.

PSA 4.3 Facilities for Engineer (Sub clause 8.3.2.1)

PSA 4.3.1 Item:
a) Engineer's office Unit: sum

Change the item description as follow:

An office for the engineer will not be required. The Contractor will however provide a meeting room for the purpose of technical and site meetings. The meeting room shall have a large table and will have 10 x chairs.

PSA 4.3.2 Item:
b) Name board Unit: sum

The tendered sum shall provide for two Contract nameboards.

PSA 4.4 Exposing of existing services

Add the following new pay item:

PSA 4.4.1 Item:
Excavation by hand in all materials to expose existing services Unit: cubic meter (m³)

The tendered sum must include full compensation for all hand excavation as per the dimension approved by the Engineer for the locating, exposing and moving of existing services. Excavation outside of approved dimensions will not be paid. The rate must also include for backfill and compaction to 90% of mod AASHTO density and, if applicable, the removal of excess material not used for backfill, the securing of excavations, for handling surface and subsurface water, for protection of existing services and for any other activity necessary to complete the work. Free haul of 1,0 km will be applicable on the transport of excess material.

No distinction will be made between classes of material or types of services.

Note: The Contractor must provide sufficient supervision over labourers when services are exposed."

PSA 4.5 Occupational Health and Safety

Add the following new pay items:

Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- | | | |
|----|---|-----------|
| a) | Preparation of a Health & Safety Plan. | Unit: Sum |
| b) | Compilation of a Risk Assessment prior to Construction. | Unit: Sum |
| c) | Health & Safety induction Training of employees. | Unit: Sum |
| d) | Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act. | Unit: Sum |
| e) | Implementation of the Health and Safety Plan over the entire construction period. | Unit: Sum |

The tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The tendered amount for items a, b, c and d shall only be paid on the successful completion of the task as approved by the client. The tendered amount for item shall be paid on a monthly basis.

PSA 4.6 SUMS STATED PROVISIONALLY BY THE ENGINEER

Add the following new pay items:

PSA 4.6.1 Item:

- | | | |
|----|---------------------------|-----------|
| a) | Community Liaison Officer | Unit: Sum |
|----|---------------------------|-----------|

The sum allowed includes a handling fee for the Contractor. The total cost is calculated at a salary of R 6,500.00 per month for the CLO.

PSA 4.6.2 Item:

- | | | |
|----|--|-----------|
| b) | Additional laboratory testing as and when required by the Engineer | Unit: Sum |
|----|--|-----------|

PSA 4.6.3	Item:	
	c)	Payment of a Professional Service Provider for the training of the local labour Unit: Sum
PSA 4.6.4	Item:	
	d)	Occupational Health and Safety Agent for the entire duration of the Contract Unit: Sum
PSA 4.6.5	Item:	
	e)	Environmental Control Officer for the entire duration of the Contract Unit: Sum
PSA 4.6.6	Item:	
	f)	Social Facilitator for the entire duration of the Contract Unit: Sum
PSA 4.6.6	Item:	
	g)	Relocation of services where ordered by the Engineer Unit: Sum
PSA 4.6.6	Item:	
	h)	Transport and accommodation of workers for the training where it is not possible to undertake the training in close proximity to the site Unit: Sum
PSC	<u>SITE CLEARING (SABS 1200 C)</u>	
PSC 1	GENERAL	
	The areas where work is to be carried out must be kept clean for the duration of the Contract. All rubbish must be removed without delay and the site must be left clean and tidy on completion of the service.	
PSC 2..	DUMPING SITE	
	No dumping is allowed on site other than at the designated and approved fill areas. Dumping will only be allowed for filling sinkholes and dolines and may not be detrimental to the natural storm water drainage of the area. Only soil, rock, clean masonry and concrete rubble may be dumped in the designated dump areas.	

PSD SABS 1200 D: EARTHWORKS

PSD 1 CONSTRUCTION (CLAUSE 5)

PSD 1.1 Excavation for working space (Sub-clause 5.2.2.1 b) and c))

Add the following to the clause:

Other than for the sides of strip or pad footings or where specifically authorized by the Engineer, no concrete shall be placed against the sides of excavations.

For external concrete faces below ground level, (other than concrete placed against the sides of excavations as above) the Contractor shall over-excavate to provide sufficient working space for the erection of formwork.

Tenderers shall allow in their rates for excavation for any over-excavation required for working space.

Excavation volumes for structures will be calculated as the nett volume of the structure below ground level after general site excavations have been completed. No additional payment shall be made for working space.

All water retaining structures shall be shuttered externally on vertical and on other faces inclined within 45° from the vertical.

PSD 1.2 Inspection (Sub-clause 5.2.2.1 d))

Add the following to the clause:

Excavation to final level, ready to achieve a binding layer or concrete footing, shall be completed less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Engineer or his Representative of all surfaces immediately before casting concrete.

PSD 1.3 Over-excavation to sides of excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

Where the sides of excavations are over-excavated to establish safe slopes, provide access to excavations, or for other purposes not specifically required by the Engineer, such over-excavation shall be backfilled with material as required by the Engineer and compacted to a minimum density of 93% Mod AASHTO.

No separate payment will be made for this work.

PSD 1.4 Over-excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

If the material in the bottom of an excavation is loosened, or if there is any over-excavation, any loose or disturbed soil shall be removed, and the over-excavation shall be replaced by mass concrete mix 15 MPa.

No separate payment will be made for replace over-excavation with concrete. No separate payment will be made for over excavation as defined in PSD 1.3 and PSD 1.4.

PSD 1.5 Trimming of surface of bulk earthworks (add the following sub-clause 5.2.2.1 f))

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by bulk earthworks, the Contractor shall:

- a) Arrange his bulk excavation operation so that over-excavation is avoided, taking into account the requirements in PSD 1.3.
- b) Over-fill embankments while placing fills as necessary to allow for trimming and arrange his compaction operations to ensure that the specified density is achieved throughout the finally trimmed embankment; and
- c) Shortly before casting concrete or placing precast elements, carefully remove the final layer and trim such surfaces to the design levels and profiles within Grade II degree of accuracy.

PSD 1.6 Disposal of surplus material (Sub-clause 5.2.2.3)

Add the following to the clause:

All surplus material from bulk excavation for concrete units and for pipework shall be dumped, leveled and spread on site at the areas as indicated by the Engineer.

PSD 1.7 Freehaul (Sub-clause 5.2.5.1)

Replace the sub-clause with the following:

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the contract as indicated on the drawings shall be regarded as freehaul.

PSD 2 MEASUREMENT AND PAYMENT (CLAUSE 8)

PSD 2.1 Restricted excavation (add the following to sub-clause 8.3.3)

Add the following to this item:

The volume of restricted excavation will be calculated from the net plan dimensions and the difference between the original ground profiles (or terraces), and the blinding layer (or no-fines) levels shown on the drawings. On the sides, the volume will only be calculated to the outside dimensions of the concrete structures. No additional payment will be made for the provision of working space, although it will be provided.

PSDB SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 SCOPE

The Scope of Work specified under this section covers the excavation for trenches for the installation of the water pipe lines to specific depths and gradients as specified by the Engineer.

PSDB 2 CONSTRUCTION

PSDB 2.1 Free haul Distance

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the Contract as indicated on the drawings shall be regarded as free haul.

PSDB 2.2 Long-sections for quantities for all pipelines (add the following Sub-clause 5.11)

After clearing, grubbing and removal of topsoil the Contractor shall co-ordinate, take levels and prepare long sections along the centre line of the entire pipeline route at intervals not exceeding 10 metres.

These he shall present to the Engineer before commencing any further excavation.

On approval by the Engineer, these measurements shall form the sole basis for the computation of earthwork quantities. Only on approval may the Contractor commence with the excavation of the pipeline in question.

The setting out of the pipeline and taking of cross section levels will be deemed to be included in the tendered rates and no extra payment will be made for it.

PSDB 3 MATERIALS

PSDB 3.1 Classes of excavation (sub-clause 3.1)

Replace sub-clause 3.1 with the following:

“The excavated material will be classified as Soft excavation or Hard rock excavation:

- a) Soft excavation: All material other than hard rock will be classified as soft.
- b) Hard rock excavation: shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal.”

PSG SABS 1200 G: CONCRETE (STRUCTURAL)

PSG 1 SCOPE OF WORKS

This specification covers the construction of all structural concrete elements.

PSG 2 CONSTRUCTION

PSG 2.1 Classification of finishes (Sub-clause 5.2.1)

Add the following to the sub-clause:

Concrete surfaces which will be in contact with the natural ground or which will otherwise be covered on completion of the Works, shall have a rough finish as specified in sub clause 5.2.1 (a).

Horizontal surfaces and surfaces with a slope not exceeding one vertical to two horizontal shall be finished to a wood-float finish. For this finish the surface must be given a finish as specified in sub-clause 5.5.10.1 and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks.

The finished surface shall be accurate to degree 1 as defined in sub-clause 6.2.

The visible vertical or near vertical surfaces of valve chambers, and culvert head walls or parapets shall be finished to a smooth surface, repaired and rubbed to remove projections.

The bagging of concrete surfaces to repair defects will not be permitted.

All concrete edges shall be provided with 25 mm x 25 mm chamfers.

PSG 2.2 Cover (Sub-clause 5.1.3 and 5.5.1.5)

Add the following to the sub-clauses:

The exposure conditions for all structures in the Works shall be deemed to be "severe". The minimum cover to reinforcement shall be 40 mm for water retaining concrete and 25 mm for all other concrete, unless otherwise specified on the Engineers drawings and bending schedules.

PSG 2.2.1 Spacers for reinforcement (sub-clause 5.1.3)

Add the following to the sub-clause:

Spacers of approved design include purpose made precast mortar blocks. No plastic spacer blocks will be allowed.

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 2 300 kg/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 2.3 Strength concrete (Sub-clause 5.5.1.7)

Add the following sub-clause:

The grade of strength concrete for each portion of the Works will be indicated on the drawings and/or specified in the Schedule of Quantities. The grade of concrete will be designated as "Class S/A", where "S" is the characteristic strength in MPa and "A" is the maximum nominal size of coarse aggregate in mm.

With the exception of mixes weaker than 15 MPa, 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.

Contractor 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 a strength of 35 MPa.

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

- (a) For all water retaining structures , 35/19 MPa with a minimum cement content of 360 kg/m³ and a maximum of 420 kg/m³. The maximum water content shall not exceed 210 litre/ m³. The slump limits shall be 10-60mm. The water/cement ratio shall not be greater than 0,53.
- (b) For all other structures not in contact with water 25/19 MPa concrete.
- (c) For anchor blocks, benching and mass concrete, 15/19 MPa concrete.
- (d) For no-fines concrete 15/19 MPa concrete

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

DESIGN OF CONCRETE MIX

The concrete mix design shall be prepared by an approved independent laboratory and submitted to the Engineer for approval. Historical data shall be provided for a similar mix design to the same strength.

The successful Tenderer will be required to submit samples of the fine and coarse aggregate which he proposes using, to an approved laboratory for tests regarding the suitability of such aggregates. The laboratory shall prepare trial mixes of the two stronger grades of concrete required for the Contract to establish acceptable design mixes.

PSG 2.4 Formwork and finishes (Sub-clause 5.2)

Add the following to the sub-clause:

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.

Fillets and chamfers:

All internal and external angles in concrete works shall have 25 mm x 25 mm fillets and chamfers unless shown otherwise on the drawings.

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

PSG 2.5 Joints (Clause 5.5.7)

Add the following to the sub-clauses:

PSG 2.5.1 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 "undesignated joints".

The position and pattern of all joints (designated or undesignated) 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 140 mm above the base. The 140 mm 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 140 mm 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 2.5.2 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 strengthless material which may have formed and the specified chipping 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 2.5.3 Construction joints (Sub-clause 5.5.7.3)

No vertical construction joints other than those shown on the Drawings may be formed without prior approval. Horizontal construction joints may be formed if the method of construction does not allow for one continuous pour. However, these construction joint will be indicated to and approved by the Engineer. It must be noted that should the Contractor wish to form a construction joint in water retaining concrete, the water tightness of this joint will remain the responsibility of the Contractor. In addition to the precautions to be taken as prescribed under clause 5.5.7.3, the Contractor may ensure water tightness by providing additional means (such as a bandage on the joints or wet to dry epoxy) to the approval of the Engineer. No additional payment will be made to the Contractor for ensuring that construction joints are watertight and the Contractor will have to include such costs in the rate for the concrete.

PSG 2.5.4 Expansion and construction joints

Expansion and Contraction joints shall be made in the position 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 2.6 Items to be casted in or grouted into concrete (sub-clause 5.4)

Add the following to the sub-clauses:

PSG 2.6.1 Fixing for equipment and pipe specials supplied under this Contract

- a) The Contractor will be responsible for the forming of pockets and grouting in of pipe items and/or holding down bolts for equipment supplied under the Contract.
- b) Upon completion of the positioning and alignment of equipment, the Contractor shall, grout up pipe items, pockets and base plates (subject to (c) below) necessary for the permanent installation of the equipment.
- b) Only after the Engineer is satisfied with the alignment and the level of each item of Plant shall the Contractor grout up the base plates/pipe specials with an approved non-shrink grout.

PSG 2.6.2 Fixing for equipment supplied under this Contract

Holding down bolts or other fixings required for the installation of handstops, 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 a type approved by the Engineer.

All anchor bolts shall be stainless steel grade 316.

PSG 2.6.3 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:

- (a) 40 mm, or
- (b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.

PSG 2.6.4 Casting/grouting in of pipes and specials

Where pipes are to be cast into concrete, the Contractor shall provide a box-out in the wall and grout the unit in at a later stage. When constructing such a 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 suit the item being cast in. After installation of the item the remaining reinforcement shall be bent back in position.

Where box-outs for pipes/specials have been provided in the walls, the Contractor shall be responsible for the grouting in of such pipes/specials regardless of whether or not these have been supplied by himself.

An approved non-shrink grout shall be used for the grouting in of pipes and specials after they have been positioned. The details and method statement are to be submitted to the Engineer for approval prior to the commencement of any grouting. The approval by the Engineer shall not relieve the Contractor from his obligation to provide a watertight joint between the concrete and grout used.

PSG 2.7 Curing and protection (Sub-clause 5.5.8)

Add the following to the sub-clauses:

Level or gently sloping surfaces shall be cured by one of the methods described in Sub-clause 5.5.8 (a) or (b) and vertical surfaces by the methods described in Sub-clause 5.5.8 (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 2.8 Concrete surfaces (Sub-clause 5.5.10)

Add the following to the sub-clauses:

PSG 2.8.1 Screed finish

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-screeding after the interfering aggregate has been removed or tamped.

PSG 2.8.2 Wood float finish

Where wood floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG 2.5. 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 2.8.3 Steel float 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 2.8.4 Power floated finish

Where power floating is required the surface shall be treated as specified in PSG 3.11.2 to a degree necessary.

PSG 2.9 Screeds (add the following sub-clause 5.5.16)

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 10 mm sieve and be retained on a 5mm sieve.

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

PSG 2.10 Repairs and defects (add the following sub-clause 5.5.17)

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 2.11 Porous concrete (add the following sub-clause 5.5.1.8)

Porous concrete shall be laid under foundations and floor slabs, and behind walls, etc., where shown on the drawings and where directed by the Engineer.

Porous concrete shall be placed behind shuttering to form a vertical layer against the external face of foundations, etc. where shown on drawings and where directed by the Engineer.

The thickness of the horizontal, sloping and vertical layers shall not be less than that shown on the drawings.

The exposed faces, both horizontal and vertical, of the porous concrete shall be finished with a cement mortar seal, as specified in Clause PSG2.11.3, where reinforced concrete is to be cast against it.

The schedule rates for porous concrete shall include the cost of the mortar seal and steel float finish.

Porous concrete shall comprise water, cement, coarse aggregate and not more than 5 % by mass of fine sand. Every size of aggregate shall be a single size aggregate, graded in accordance with SABS 1083.

The voids ratio of porous concrete shall not be less than 27,5 %.

No-fines concrete shall be classified by the prefix NF and the size of the aggregate to be used. Class NF19 means a no-fines concrete with a 19 mm nominal size. The volume of aggregate per 50 kg of cement is to be as follows:

Class	Aggregate Size	Aggregate per 50kg cement	Minimum Average Strength of a set of three test cubes after 28 days (MPa)
NF38	38	0.33 m ³	5.5
NF19	19	0.30 m ³	5.5
NF13	13	0.27 m ³	5.5

PSG 2.11.1 **Batching and Mixing**

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

Mixing shall be carried out in an approved batch type mechanical mixer. The whole batch of aggregate together with half of the water shall be placed into the mixer and mixed together for at least half a minute. The cement, followed by the balance of water, shall subsequently be added and the mixing shall continue for at least 1,5 minutes or as much longer as is necessary to ensure that all aggregates are uniformly coated with cement grout.

Testing of porous concrete shall be carried out in accordance with test method 3 of BS 1881 Part 3: 1970.

PSG 2.11.2 **Placing**

The Engineer shall be timeously advised to enable him to inspect the excavations or form work before no-fines concrete is placed.

After the placing of the concrete has commenced, it shall be continued uninterrupted and may only be halted at the construction joints approved by the Engineer. Control shall be exercised to ensure that no placed green concrete lies for longer than 30 minutes before being covered with fresh concrete and that the concrete is placed in its final position within 20 minutes after the cement has been loaded into the mixer.

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

PSG 2.11.3 **Mortar seal over porous concrete**

Where concrete is to be cast against previously cast porous concrete, the surface of the porous concrete shall be sealed with a 5 mm thick layer of mortar composed of one-part normal Portland cement to two parts of fine aggregate by mass, trowelled on before screed to provide a dense, smooth, uniform plane surface without filling any of the internal voids of the porous concrete. The surface of the seal shall have a steel float finish.

PSG 2.11.4 Protection

All no-fines concrete shall be protected from the elements, particularly from strong wind, flowing water, damage to the surface and loss of moisture. Protection against loss of moisture shall be accomplished by one or more of the following methods: -

- (a) Keeping form work in place.
- (b) Covering exposed surfaces with sacking or other approved material that is kept continuously wet.
- (c) Covering exposed surfaces with plastic sheeting.

PSG 2.11.5 Sealing of surface of no-fines concrete

Where indicated on the drawings or instructed by the Engineer, the surface of the no-fines concrete shall be sealed with a layer of 1:8 cement mortar to prevent loss of moisture from the structural concrete.

This seal shall be placed after the no-fines concrete has hardened and must be levelled off to the same level as the top of the no-fines concrete.

PSG 2.12 Disinfection and cleaning of reservoir (add the following sub-clause 5.6)

The reservoir shall be disinfected before commissioning by filling it to capacity with clean water and adding 85 g of calcium hypochloride to each kilolitre of water and leaving it for twelve hours before draining or as indicated by the Engineer. The reservoir will not be accepted and Taking Over Certificate issued unless the tests for disinfection and cleaning of the reservoir have been passed.

PSG 3 MATERIALS (CLAUSE 3)

PSG 3.1 Concrete

PSG 3.1.1 Cement (Sub-clause 3.2.1)

Add the following to the sub-clause:

The type of cement to be used for concrete structures shall be approved by the Engineer.

PSG 3.1.2 Storage of cement (Sub-clause 3.2.3)

Add the following to the sub-clause:

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.

PSG 3.1.3 Aggregates (Sub-clause 3.4)

Add the following to the sub-clause:

Concrete with reactive aggregates:

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.

PSG 3.1.5 Use of plumbs (Sub-clause 3.4.2)

Add the following to the sub-clause:

The use of plumbs shall not be permitted.

PSG 3.1.6 Admixtures (Sub-clause 3.5)

Replace this sub-clause with the following

Admixtures may only be used with the prior approval of the Engineer. Super plasticizers of the sulphonated naphthalene formaldehyde condensates are preferred. No air-retaining properties will be tolerated.

PSG 3.2 Joint materials (add the following new sub-clause 3.9)

PSG 3.2.1 Primer

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

PSG 3.2.2 Filler

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 breaker and sealant.

PSG 3.2.3 Sealer and breaker

The elastomeric sealant shall be a two-pack polyurethane type (gun grade for vertical joints) generally conforming with the physical properties specified in SABS 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 4 TESTING (CLAUSE 7)

PSG 4.1 Grouting (add the following new sub-clause 7.4)

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 1 m² 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 5 TOLERANCES (CLAUSE 6)

PSG 5.1 Permissible deviations (Sub-clause 6.2)

Add the following to the sub-clause:

The degrees of accuracy of construction shall be as follows:

- (a) All structures (including water retaining structures) – Degree II accuracy.
- (b) All weirs (concrete) and weir plates shall have a tolerance of +1/-1 mm

PSG 6 Measurement and Payment

PSG 6.1 Grouting / casting in of pipe specials (add the following sub-clause 8.10)

Add the following pay item:

Item:

Grouting / casting in of pipe pieces in the following diameters (Refer to PSG 2.6.4) Unit (No)

PSG 6.2 Subsoil drainage (add the following sub-clause 8.9)

Add the following pay item:

Item:

Subsoil drainage as detailed on drawings

Unit: m

Add the following:

The rate tendered shall include the following items:

- a) Excavation for the filter drain (0.125m³/m)
- b) Backfill around filter.
- c) Non-woven geofabric (u-24 or similar approved) – 1500mm/m
- d) 19mm stone wrapped in geofabric (0.12m³/m)
- e) 110mm Dia. Slotted PVC drainpipe

The rate tendered shall include for the delivery to site and the installation of the filter to the satisfaction of the Engineer.

The rate shall include all labour, plant and material for the grouting/casting in of pipes of the above items as per PSG 2.6.4. The actual pipe/item to be cast in is measured elsewhere.

PSHA SABS 1200 HA: STRUCTURAL STEELWORK (Sundry Items)

PSHA 1 MATERIALS (CLAUSE 3)

PSHA 1.1 Structural Steel (Clause 3.1)

Add the following to this clause:

All structural steelwork, including pipe supports and ladders will be to SANS 1421 Grade 300 W. The Contractor must allow in his rates to provide for shop details. Corrosion protection to be hot dipped galvanising to the requirements of EN 10240 : 1997 and SANS ISO 1461 : 1999 unless indicated differently.

All handrails and flooring, including supports and fasteners shall be manufactured from hot dipped galvanised mild steel to the requirements of EN 10240 : 1997 and SANS ISO 1461 : 1999 unless indicated differently.

PSHA 2 CONSTRUCTION (Clause 5)

PSHA 2.1 Holes for Fasteners (Clause 5.2.3)

Add the following to this clause:

Holes for holding-down bolts shall not be flame-cut.

PSHA 2.2 Welding (Sub-clause 5.2.4) (site welding)

Add the following to this clause:

Manual flame-cutting is allowed only where authorised. Edges shall be grinded to be free of unevenness, defects and distortions.

Welding shall comply with SABS 044 Part III, SABS 044 Part iv and SABS 0162.

Welding shall be minimum grade B welding.

The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SABS 044 Part III and shall be Grade 1 welders. Grade 2 welders will be permitted only with the Engineers written approval.

The Contractor shall provide evidence, acceptable to the Engineer, that welding procedures and welders have been tested in accordance with the requirements of AWS D1.1-81.

No welding shall be permitted on site without the express approval of the Engineer, with the exception of those details shown on the drawings as Site Welded.

PSHA 2.3.4 Handrails (cause 5.2.6)

Handrails shall be of the two-rail type, ball and stanchion, top mounted, type Mentis MT 90 or similar approved.

PSHA 2.3.5 Prefabricated open and chequer plate floors (clause 5.2.8 & 5.2.9)

Open grid steel covers and floor panels shall be pressure locked and welded as “Maclock” type “Eggcrate” or similar approved. All span bars shall have a depth of 40mm and be of such a width and at such a spacing that the maximum deflection of any bar under a 10 kN/m² uniformly distributed load shall not exceed 1/360 of the clear span. Under no circumstances will cutting and welding be permitted on site.

Framing to open grid “Maclock” or “Eggcrate” covers or panels shall be assembled and welded to the detail as shown on the drawings.

Chequer-plate flooring shall be of 6mm minimum thickness “treadplate” flooring or similar approved with raise 5-bar pattern and lifting key holes at each end of each plate.

Frames shall be angle and bar welded together and as detailed on the drawings.

PSHA 4 MEASUREMENT AND PAYMENT (Clause 8)

PSHA 4.1 Pipe pedestal (additional clause 8.3.9)

Add the following new pay item:

Pipe pedestal (refer dwg.):

Fabricate, deliver and construct steel pipe pedestals as per detail: Unit no

Pipe pedestals will be measured by complete number. The unit rate will be held to include for all materials supplied, for welding, corrosion protection, fastening, etc. The Contractor shall provide to the engineer a shop drawing sample of the intended pedestal for approval prior to final order and installation.

The rate shall include all dowels, anchor bolts, fastening bolts, nuts and other required fastening equipment. The rate shall further include the individual survey of each pedestal base and the planning and levelling of all pedestals in order to ensure a level installation.

PSHA 4.2 Ventilation Pipe (additional clause 8.3.8)

Add the following new pay item:

Ventilation pipe (refer dwg. IT028WR008):

i) Supply and install complete ventilation pipe as detailed Unit no

ii) Supply and install complete Gooseneck ventilation pipe as detailed Unit no

Ventilation pipes will be measured by number. The unit rate will be held to include for all materials supplied, for welding, fabrication and corrosion protection (galvanising). The rate shall include for supply and installation (casting in)

PSHA 4.3 Manhole cover and frame (additional clause 8.3.7)

Add the following new pay item:

Access manhole cover and frame (refer dwg. IT028WR008):

- i) Supply and install complete 1000mm x 1000mm access manhole cover and frame as detailed
Unit no
- ii) Supply and install complete 900 x 900mm access manhole cover and frame as detailed
Unit no

Add the following to the clause:

Manhole covers and frames will be measured by number. The unit rate will be held to include for all materials and fastening supplied, for welding, erection and corrosion protection (galvanising). The rate shall include for supply and installation.

PSL SABS 1200 L: MEDIUM PRESSURE PIPELINE

PSL 1 SCOPE

All water pipelines in this Contract shall be deemed to be medium pressure pipelines. The pipelines for this project shall be of the carbonated steel type and HDPE pipe material.

PSL 2 MATERIALS

PSL 2.1 General (Sub-clause 3.1)

Add the following to the sub-clause:

Pipes

All pipes shall be of class as indicated on the drawings and Bill of Quantities. The corrosion protection to the flanged steel pipe material shall be either Epoxy Coated (underground) or Hot dipped galvanized (above ground) to SABS specifications

PSL 2.2 Isolating valves (Sub-clause 3.10)

Add the following to the sub-clause:

Except where otherwise specified, isolating valves shall be of the resilient seal gate type, with a non-rising spindle and shall be arranged for clockwise closing. All valves shall be standard coated and shall receive a final coat of light blue enamel paint after installation. All valves shall be flanged and drilled to the specification.

Materials shall comply to the following specifications:

Materials of Construction (minimum specifications)

<i>Component</i>	<i>Specification</i>
Body	Cast Iron to BS 1452 Gr 14
Bonnet	Cast Iron to BS 1452 Gr 14
Spindle seal housing	Cast Iron to BS 1452 Gr 14
Hand wheel	Cast Iron to BS 1452 Gr 14
Cap top	Cast Iron to BS 1452 Gr 14
Gate	Spheroidal Graphite Iron to BS 2789 Gr 17 covered with nit rile rubber
Spindle	EN57 Stainless Steel
Spindle seal "O" rings	Nit rile rubber
Seal housing "O" rings	Nit rile rubber
Seal bush "O" rings	Nit rile rubber
Wiper ring	Nit rile rubber
Seal housing	Nylon
Spindle nut	Bronze to SABS 200 Code 30

A copy of the relevant valve specification of the proposed valves shall be attached to this tender document.

PSL 2.2.1 Marking of valves

The design pressure in Megapascal (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 2.2.2 Handwheels and closure

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

PSL 2.2.4 Protection of valves

Valves shall be painted externally with a zinc chromate primer according to SABS 679 Type 1. (Dry film thickness of 50 µm) 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 SABS 630 Grade 1 (dry film thickness of 250 micro meter per layer) to match the colour of adjoining pipe work.

PSL 2.2.5 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 furnished with lifting eyes shall be handled only by those eyes and other 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 (Sub-clause 3.12)

Add the following sub-clause:

Generally, all special fittings are to be manufactured in mild steel as applicable. No aluminium fitting shall be permitted. Fittings shall be compatible in respect of working and test pressure to those of the pipelines.

PSL 3 CONSTRUCTION

PSL 3.1 Anchor / thrust blocks and pedestals (Sub-clause 5.5)

Add the following to the sub-clause:

Dimensions of all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than 14 seven calendar days in advance.

PSL 3.2 Crossing existing services (Sub-clause 5.1.4.3)

There will be existing services that will be crossed. Generally, these areas can be identified and careful hand excavation will be required to expose these services.

PSL 3.3 Pipe laying personnel (Sub-clause 5.1.1)

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered as an artisan in the pipe fitting or drain laying trades, or is qualified by reason of having attended and passed the course on pipe laying of the Civil Engineering Industry Training Board.

PSL 3.4 Steel pipes, specials and fittings 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.

PSL 3.4.1 Manufacture of steel pipes

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

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

The following minimum wall thicknesses shall apply:

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

With regard to Sub-clause 4.2.2.1 in SABS 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 SABS 719.

The results of the tests on the test pieces shall comply with the requirements of Clause 7.2 of SABS 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 SABS 719 the height of the inner weld reinforcement shall not exceed 1mm.

PSL 3.4.2 Manufacture of pipe specials

Only pipe conforming to the requirements of Clause PSL 3.5.1 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 pipes 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 SABS 044 – Part V. Butt-welded joints shall conform to the requirements for welding for pipes, and the Contractor shall prove all butt and fillet welded joints to be crack-free by carrying out dye penetrant tests, following the procedure laid down in BS 4416.

If at all practicable, pipe specials shall be subjected to hydraulic pressure tests as specified. 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 SABS 509.

PSL 3.5.3 Pipe flanges, bolts and jointing

PSL 3.5.3.1 Material and dimensions for flanges

The requirements for the materials and dimensions for flanges are in all respects as specified in SABS 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 SABS 1123 (Table 1600/3) or otherwise to the class as stated in the Schedule of Quantities or on drawings.

PSL 3.5.3.2 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 3.6.3 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.

PSL 3.5.4 Bolts

Materials and dimensional requirements of bolts and nuts are specified in SABS 135 or 136. These requirements shall correspondingly be prescribed by the Contractor 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.

PSL 3.5.5 Jointing

Insertion for flanges shall be of compressed asbestos 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.

PSL 3.5.6 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 SABS 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 3.6.8 below.

PSL 3.5.7 Lining and coating of steel pipes, specials and fittings

Corrosion protection onto the inside of pipework

Pipework with diameters up to 150mm

Hot dip galvanised in accordance with the specification. Alternatively an approved epoxy coated pipe product.

Pipework with diameters greater than 150mm

All pipes, specials and fittings, including couplings and flange adapters, shall be fully lined and coated by an approved epoxy coating 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.

Tape wrapping

All underground steel pipes joints (flanged, flexible coupling, etc.) shall be tape wrapped in accordance with this specification. No additional payment shall be made as the rate for the coupling shall include for the tape wrapping.

External steel pipe coating and wrapping specification:

A Denso CPT 750 tape or equivalent should be applied to the external surface of the steel pipeline.

The tape consists of a pressure sensitive, reinforced, modified bitumen compound laminated to a tough, plasticised composite backing film. The rolls are interleaved with a disposable release film.

Pipe Handling

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

PSL 3.5.8 Making good and over-coating of steel pipes, specials and fittings

PSL 3.5.8.1 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.

PSL 3.5.8.2 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 travelling 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 galvanised fittings.

PSL 3.6 Flexible couplings at structures

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

PSL 3.7 Valves (Sub-clause 3.10)

PSL 3.7.1 Scope

This specification covers the requirements for material, manufacture, delivery, installation, over-coating as may be required, site-testing and commissioning for gate valves for use in pipe work, mainly for the delivery of raw and purified water, but also for air supply, at ambient temperatures up to 70°C.

PSL 3.7.2 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 co-operation with the local authority for the emptying of pipes, excavations, etc. complete as required for the connection.

PSL 3.8 Testing of pipelines (Sub-clause 7.3)

PSL 3.8.1 Test pressure (Sub-clause 7.3.1(a))

Replace the Sub-clause 7.3.1 with the following:

All pipes shall be tested at 1.25 the working pressure at the specific point where the pressure test be executed. The Contractor shall identify the points on the pipeline where the hydrostatic pressure test be executed and shall notify the Engineer in advance in order for the Engineer to be able to furnish the Contractor with the required test pressure at the specific test point.

PSL 3.8.2 Method of testing (Sub-clause 7.3.1(b))

Add the following new clauses:

- a) The Contractor shall provide an approved test pump, an accurate water meter, sealed pressure gauge, tested and certified by an independent testing organisation, and all other equipment, materials and labour required for the test.
- b) The section of pipeline to be tested shall be clean and closed off at the ends by isolating valves, end caps or approved end-closure pieces
- c) During the initial filling stage, the pipe section joints, and all specials, fittings and valves shall be visually inspected for visible leaks and same rectified before proceeding with the test.
- d) The pressure shall be maintained for one hour and if a pressure drop occurs, more water shall be added to reinstate the test pressure and the valve closed again. The quantity of water added shall be measured by recording the readings before and after pumping. This procedure shall be repeated for a period of 24 hours, with water added at hourly intervals where necessary to reinstate pressure and water meter reading recorded. At the end of the 24-hour period, the

aggregate quantity of water required to reinstate pressure over 24 hours shall be determined.

- e) The Contractor shall give the Engineer 48 hours written notice of his intention to commence pressure testing and the Engineer may attend and supervise all or any part of tests. All records and recording charts shall be handed to the Engineer as soon as tests over any section have been completed.
- f) All valves, specials, fittings and exposed joints, shall be inspected visually during the 24 hours pipeline test and all visible signs of leaks, sweating and distress shall be reported and attended to without delay.
- g) Immediately after completion of the prescribed 24 hours hydrostatic test, all air valves shall be tested in turn before test pressure in the pipeline is released. Each air valve shall be isolated and the drain plug removed. The air valve shall work freely without restraint. The isolating valve shall be checked for leakage before replacing the plug. Finally, the automatic resealing of the air valves shall be checked by re-opening the isolating valve.
- h) After completion of tests on air valves, the section of pipeline under test shall be completely refilled with water, if necessary, and pressured to the static head shown on the drawings or indicated by the Engineer. Each scour valve shall be checked by opening isolating valves where applicable for a duration sufficient to check the complete opening and closing cycles. If necessary, the pipeline shall be refilled after each individual test and re-pressurised to the prescribed static pipeline head in order to test all scours within the section under test.

PSL 3.8.3 Remedial measures (Sub-clause 7.3.1 (c))

Add the following new clauses:

- a) Should the maximum leakage limits as specified be exceeded, the Contractor shall determine the position and cause of the leaks and shall take remedial measures at his own expense and to the satisfaction of the Engineer to stop such leaks and ensure the specified degree of water tightness.
- b) If during the Contract period of maintenance, the number of leaks and other defects is considered by the Engineer to be more than could reasonably be expected from a well laid pipeline operating under normal conditions, he may order the Contractor to re-test parts or the whole of the pipeline at the Contractor's own expense and no claims for escalation in costs or for whatever other reasons the Contractor might consider to submit claims shall be considered, except where such re-tests are the result from damages caused to the pipeline by the Employer."

PSL 3.9 Concrete work (Sub-clause 5.13)

Add sub-clause 5.13 as follows:

PSL 3.9.1 Encased pipe work

- a) Where pipes and / or specials are permanently encased in concrete, e.g. in thrust blocks, walls of concrete valve chambers, stream crossings, etc., the coating over the portion to be so encased shall be to the same standard as the rest of the pipeline, except where indicated to the contrary in the Schedule of Quantities or on the drawings.
- b) Whenever it is necessary to encase pipes in concrete, the flexible joints shall not be encased and the concrete shall terminate 300 mm from the flexible joint.
- a) All specials encased in concrete shall be painted with one coat of bitumen primer and two coats of bit mastic paint to a dry film thickness of 180 micrometre.

PSL 3.9.2 Brickwork (Sub-clause 5.14)

Add sub-clause 5.14 as follows:

- a) Brickwork is to be built to the dimensions, thicknesses and heights as shown on the drawings.
- b) All exposed brickwork shall be plastered and shall have joints raked out to a depth of 12 mm to ensure good plaster bond.
- c) Mortar shall consist of one part cement to four parts approved sand by volume and shall be used within one hour of mixing.
- d) Brickwork shall be built in stretcher bond and all common bricks shall be well wetted before being laid.

PSL 4 MEASUREMENT AND PAYMENT

PSL 4.1 Steel specials and fittings (sub-clause 8.2.2)

Add the following payment item:

Item:

Fabrication, supply, transport and install and test the following pipe fittings. All items to be approved by Engineer prior to ordering.

Unit: No

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 measured by number for each type, class and size as stated in the Schedule of Quantities.

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.

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

An independent quality assurance person shall be appointed by the Contractor to inspect and approve all pipe fittings during the preparation, fabrication and corrosion protection stages as per SANS.

PSLB SABS 1200 LB: BEDDING (PIPES)

PSLB 1 MATERIALS

PSLB 1.1 Selected granular material (Sub clause 3.1)

Add the following to this sub-clause:

Granular materials shall be selected from trench and reservoir excavations. If the Contractor elects not to apply selection of material from excavations, he shall provide suitable material from any other approved source at his own expense.

Bedding material shall be either of the following type:

a) Type A: Finally graded, composed of material with the following properties:

- i) Percentage by mass passing:
4,75 mm screen - 100 %
0,425 mm screen - 80 to 100 %
0,002 mm screen - 0 to 45 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 5 %, when performed on all the material passing the 0,425 mm sieve.

b) Type B: Medium graded, composed of material with the following properties:

- i) Percentage by mass passing:
4,75 mm screen - 80 to 100 %
0,425 mm screen - 60 to 80 %
0,002 mm screen - 0 to 40 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 35 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 18, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 7 %, when performed on all the material passing the 0,425 mm sieve.

c) Type C: Granular, composed of material with the following properties:

- i) Percentage by mass passing:
 9,5 mm screen - 100 %
 4,75 mm screen - 70 to 100 %
 0,425 mm screen - 30 to 60 %
 0,002 mm screen - 0 to 45 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 40 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 20, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 10 %, when performed on all the material passing the 0,425 mm sieve.

Items a), b) and c) are conveniently summarised in the following table:

Material	PERCENTAGE BY MASS PASSING SCREENS				ATTERBERG LIMITS SHALL NOT EXCEED		
	9,5 mm	4,75 mm	0,425 mm	0,002 mm	Liquid Limit (LL) %	Plasticity Index (PI)	Linear Shrinkage (LS) %
Finely graded / A	100	100	80 - 100	0 - 45	30	15	5
Medium graded / B	100	80 - 100	60 - 80	0 - 40	35	18	7,5
Granular / C	100	70 - 100	30 - 60	0 - 35	40	20	10

PSLB 1.2 Bedding (Sub-clause 3.3)

Add the following to this sub-clause:

All steel pipes in the Works shall be classed as "rigid" with flanged joints and shall be bedded on Class C bedding as described in sub-clause 5.2 of SABS 1200 LB, unless otherwise specified or instructed by the Engineer.

PSLB 1.3 Backfilling of pipe trenches (Sub-clause 3.5)

Add sub-clause 3.5 as follows:

No backfilling of pipe trenches on top of the selected fill layer may commence without the written consent of the Engineer or his Representative.

PSLB 2 CONSTRUCTION

PSLB 2.1 Waterlogged trench bottoms (Sub-clause 5.5)

Add sub-clause 5.5 as follows:

- a) Where trench bottoms are too soft and water logged to permit placement and compaction of bedding material in the normal manner, such trench bottoms shall be excavated to a depth of at least 300 mm below the underside of pipes and specials for the full width and length of the trench affected.
- b) The full width and length of the trench bottom and at least 500 mm height of both sides of trench walls shall be covered by an unwoven approved geotextile, similar to Kaymat U24.

The full width and length of the trench shall thereupon be covered by a 300 mm thick layer of coarse gravel, coarse sand or 19 mm nominal size crushed stone, fully compacted within the confines of the geotextile to take the mass of the pipe filled with water and all loads on the pipe without settlement.

The free drainage layer shall be covered over the full width of the trench by a single layer of geotextile with the cloth on trench walls folded over and overlapping to completely seal off the free drainage layer against ingress of sand or fine soil particle.

Pipes shall be laid directly on the bed prepared as above and pipe bedding and selected backfill completed as specified.

**UPGRADING OF THE NAAS BULK WATER SCHEME PHASE 3 IN NKOMAZI LOCAL
MUNICIPALITY**

BID NUMBER: 51/2023

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this Contract and are bound in hereafter.

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

PARTICULAR SPECIFICATION

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID NUMBER: 51/2023

PART A: SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP will be bounded to this document under Part C4 (Post tender inclusion). The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and Contractors with regard to environmental obligations.

EMP.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all Contractors, sub-contractors and suppliers.

EMP.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

EMP.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

EMP.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

EMP.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
-
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

EMP.10 Grave sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMP.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks) and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and Contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants, and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

EMP.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

EMP.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.

- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

EMP.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMP.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

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PART B SECTION OHS: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION
FOR
UPGRADING OF THE NAAS BULK WATER SCHEME PHASE 3 IN NKOMAZI LOCAL MUNICIPALITY

DECLARATION

The original document has been prepared, Acknowledged, approved and received by the undersigned

AGENT	DESIGNER	CLIENT:Nkomazi Local Municipality
Prepared by	Acknowledgment by	Approved by
Name:	Name:	Name:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Capacity:	Capacity:	Capacity:

PRINCIPIAL CONTRACTOR RECEIPT
Received by:
Name:
Signature:
Date:
Capacity

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1. Introduction

The aim of the Safety, Health and Environmental (SHE) specification is to make Contractor/s and suppliers/national contracts aware of the risks relating to the scope of work, the project site as well as the project specific SHE and the Employer/client requirements that they need to adhere to in order to demonstrate their commitment towards the zero harm of the environment and persons working on site and/or visiting the site and during the manufacturing/transporting of equipment's

The Employer strives to exceed the minimal SHE standards prevailing throughout construction projects and requires full commitment from all parties to be pro-active and actively achieve best SHE business practice.

The SHE Specification shall be included with the tender enquiry documentation to ensure that the tenderer is timeously made aware of:

- The Employer's requirements, including
- Information that might affect the health and safety of any person at work whether directly or indirectly;
- Activities that may have an impact on the direct and surrounding environment.

The Principal Contractor and their contractors are expected to develop a SHE plan which meets these requirements as well as the relevant applicable legislation.

This specification may not thoroughly address all hazards and aspects associated with any specialised activity or operation. In such situations, contractors shall be responsible for developing their own health and safety plans/procedures/manuals/work instructions to adequately address their specialised activities and scope of operation.

2. Supporting Clauses

2.1 Scope

This specification sets out the minimum legislative and organisational requirements for construction work that is specific to the scope of work, site and type of project.

2.2 Purpose

Indicate to all potential types of contractors the SHE requirements on the project, upon which their planning for the management of SHE will be based on and thus produce their SHE plan.

2.3 Applicability

This specification is applicable to all Principal Contractors, Contractors, Service Providers, Suppliers and all the activities and processes carried out in this project

For best practice reasons, where the work scope does not fall within the definition of Construction Regulations 2014 this specification shall also apply as a minimum.

3. Definitions

Agent: means a competent person who acts as a representative for a client.

Baseline risk assessment : baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business.

Client: any person for whom construction work is being performed.

Competent Person: means:

a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of

2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

Contractor: means an employer as defined in section 1 of the Act who performs construction work and includes principal contractors. In relation to this document, where the word “contractor” is used, it will mean all or some of the following: principal contractors, appointed contractors, suppliers, vendors, service providers and consultants.

Construction Work: means any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of, or addition to, Building or any similar structure;
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runaway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, piling or any similar civil engineering structure or type of work.

Construction site: means a work place where construction work is being performed

Critical Lifts: There are categories for which a lift can be defined as a Critical Lift; (1) any lift weighing in excess of 20 tons, (2) any lift involving a crane suspended work platform (man cage), (3) any lift over critical operating and/or process equipment and (4) any lift that exceeds 85 % of the crane's load chart (5) any lift that utilises more than one lifting device (Tandem Lift).(6) Load transfers.(7) night lifting.

Requirements: requirements which evolve from directives, policies, standards, procedures, specifications, work instructions, guidelines or manuals.

Fall Protection Plan: means a documented plan which includes and provides for:

All risks relating to working from a fall risk position, considering the nature of work undertaken, the procedures and methods to be applied in order to eliminate the risk of falling, and a rescue plan and procedures.

Hazard: means a source of, or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

Medical surveillance: means a planned programme or periodic examination (which may include clinical examinations, biological monitoring, or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner

Method Statement: is a written document detailing work procedures and sequences of operations.

On Site/ Site: Any workplace where the contractor or his employees performs contract related work.

Planned Task Observation: is an independent observation made during the planned period in which the task is being executed.

Pre-Task Risk Assessment: a meeting which is held prior to the commencement of the day's work with all relevant personnel associated with the work task in attendance.

Risk: the probability that injury or damage will occur.

Risk Assessment: means a programme to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to remove, reduce, or control such hazard.

Safety Health and Environmental file: means a file or other record in permanent form, containing the information on the SHE management system during construction including all information relating to construction phase after the handover to Client.

Safety, Health and Environmental Plan: means a written plan that addresses hazards identified during the risk assessment process as well as the identified impacts in the SHE specification. This would typically include safe work procedures to mitigate, reduce or control the hazards identified and is specific to each construction project undertaken. This is usually compiled by the Principal Contractor or contractor and approved by the Client/Agent for which contracting work will be performed.

Safety, Health and Environmental (SHE) Specification: including the base line risk assessment: means a documented specification of significant residual SHE requirements for a construction site, which a competent and resourced Principal Contractor or sub-contractor would not have been aware of. This is to ensure the health and safety of employees and the direct and indirect communities, as well as duty of care for the environment. The Client/Agent compiles the SHE specification which shall be specific to each construction project.

Safe Work Procedures: Safe work procedures are a series of specific steps that guide a worker through a task from start to finish in a chronological order. Safe work procedures are designed to reduce the risk by minimizing potential

exposure.

4. Abbreviations

Abbreviation	Explanation
COID Act	Compensation for Occupational Injuries and Diseases Act
CR	Construction Regulations 2014
DMR	Driven Machinery Regulations
DOL	Department of Labour
DSTI	Daily Safety Task Instruction
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard identification and risk assessment
HV	High Voltage
JSA	Job Safety Analysis
LTIR	Lost Time Incident Rate
NEC	New Engineering Contract
NEMA	National Environmental Management Act
NWA	National Water Act (Act No. 36 of 1996), as amended
NQF	National Qualifications Framework
OHNP	Occupational Health Nursing Practitioner
OHS Act	Occupational Health and Safety Act No. 83 of 1993
OHS	Occupational Health and Safety
ORHVS	Operating Regulations for High Voltage Systems
PPE	Personal Protective Equipment
PTO	Planned Task Observations
RoD	Record of Decision
SACPCMP	South African Council for the Project & Construction Management Professions
SAQA	South African Qualifications Authority.
SHE	Safety, health, and environment

5. Roles and Responsibilities

5.1 Commitment

Visible commitment is essential in providing a safe work environment. Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day operations, in particular SHE aspects of any project / contract. Legislation requires that each employee must take reasonable care of themselves and their fellow workers, being it management down to the lowest level employee.

5.2 Principal Contractor's accountabilities for their Contractors

- In the event that the Principal Contractor needs to introduce a new contractor, the Principal Contractor must first inform the Client. Such contractors must, in every respect, meet the Client's SHE requirements.
- Should the Principal Contractor appoint a contractor, the principal contractor would then have the same role and responsibility in relation to the contractors, in a similar way as the Client has in relation to the principal contractor.
- The contractor is directly accountable for the actions of his contractors. The Principal Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.

- The Principal Contractor shall ensure that the contractors appointed have the necessary competencies and resources to perform the work safely.
- The Principal Contractor shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide the client/agent with a SHE plan for review.
- The Principal Contractor shall carry out audits on the contractor at least monthly to ensure that their SHE plan is being implemented and maintained.
- The Nkomazi LM and/or the contractor shall stop any contractor from executing construction work which poses a threat to the safety and health of persons or the environment or if it does not comply with the approved SHE plan.
- The Principal contractor's Construction Manager/Supervisor shall provide a list of names and contact telephone numbers of all his employees as well as the contractor employees on site. This list shall be updated as and when new contractors commence on site.
- The Principal Contractor's Construction Manager/Supervisor shall keep a record of all employees including the contractor employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the relevant officials. These records shall be filed in the SHE File.
- The contractor shall ensure that his managers and supervisors give clear and unambiguous instructions for the work in hand to the personnel for whom they are responsible for. The instructions shall include, but not necessarily be limited to:
 - description of the objective/scope of work
 - sequence of work/method statements
 - hazard identification and risk assessment (prior to commencement of work)
 - Precautionary/preventative measures that are to be taken.
 - Identification of sensitive features that may be impacted upon by the project.
- Employees are responsible for their own health and safety and that of their co-workers in their respective areas of work on the project. They must be made aware of their responsibilities during induction and awareness sessions some of which are:
 - Familiarising themselves with their workplaces and health and safety procedures.
 - Working in a manner that does not endanger them or cause harm to others.
 - Keeping their work area tidy.
 - Reporting all incidents/accidents and near misses
 - Protecting fellow workers from injury.
 - Reporting unsafe acts and unsafe conditions.
 - Reporting any situation that may become dangerous.
 - Carrying out lawful orders and obeying health and safety rules.
- Every employee must undergo site induction provided by the Client before commencement of the contracted work. Only once this induction has been received, will each employee receive a site access permit.
- It must be highlighted to all employees, that anyone who becomes aware of any person disregarding a health & safety notice, instruction or regulation shall immediately report this to the person concerned. If the person persists, stop the person from working and report the matter to the Site/Project Manager and the Principal Contractor Supervisor immediately.

6. Management and Supervision of Construction Work

The contractor shall ensure that the performance of all specified work is managed and supervised in accordance with the requirement of OHS Act CR 8 throughout the contract period.

The number of appointed persons shall be determined by the size and the risk of the project. CR 8(1) shall be registered with the **SACPCMP**.

7. Construction Health and Safety Manager/sand Officer/s

The Principal Contractor and contractor shall appoint a Construction Health and Safety Manager and officers

considering the nature and the scope of work being performed in accordance with the requirement of CR 8 (6) and these appointees shall be registered with the **SACPCMP**.

8. Process for Monitoring

This document is subject to document control procedures and will be updated when it is due for revision or when conditions dictate.

9. Document Content

9.1 Scope of work

PROJECT DESCRIPTION

The scope of works consists of the following:

The scope of work for the proposed level of service is as follows:

- Excavation and installation of 4000 m of a 250 mm Carbon steel pipe (3LPE coated & cement Mortar lined) pipeline and 3600 m of a 200 mm Carbon steel pipe (3LPE coated & cement Mortar lined) pipeline on concrete pedestals.
- Installation of pipeline fittings and specials.
- Connecting to existing chambers.
- Installing pipework to connect to existing networks at Tonga C, Dludluma and Phakama.
- Construction of booster pump station at Dludluma and Phakama reservoirs.
- Supply and install a 350 kl elevated tank to provide adequate pressure for households located close to the reservoir site at Phakama.
- Supply and install a 170 kl elevated tank to provide adequate pressure for households located close to the reservoir site at Dludluma.
- Supply and install a 1 MI steel tank at Tonga C.
- Supply and installation ClearVu fencing at Tonga C, Dludluma, Kamaqhekeza command, Ngwenyeni and Phakama reservoirs.
- Complete renovation of the Kamaqhekeza command reservoir pump station.
- Supply and install mechanical and electrical works at Kamaqhekeza command, Tonga C, Dludluma and Phakama reservoirs.
- Construction of a new guard house at Tonga C, Kamaqhekeza command and Ngwenyeni reservoirs.
- Installation of Gensets at Tonga C, Dludluma, Phakama, Kamaqhekeza command and Ngwenyeni reservoirs.
- Renovate the guardhouses at Phakama and Dludluma reservoirs.
- New bulk electrical connections at Phakama and Dludluma booster pump stations.

PS-3.3 Ancillary works

The following ancillary works shall form part of this contract:

- installation of pipeline fittings and valves
- Stream Crossing
- Road Crossing
- blasting of hard rock materials

10. SHE Specification

10.1 Principal Contractor Organogram

The Principal Contractor shall provide an organisational organogram related to this project, listing all the levels of responsibility from the Chief Executive down to the supervisors responsible for the project. The diagram must list the names of appointees and their roles and responsibilities. The Principal Contractor is responsible for keeping copies of all of the organograms' as well as submitting those of their appointed contractors, with the SHE plan. All organograms' shall be updated timeously when appointments are changed and filed in the project SHE file.

10.2 Principal Contractors

The contractor carries primary accountability and responsibility for the health and safety of his/her employees and his/her contractors within his/her working area, as contemplated by Section 37(2) of the OHS Act. None of the additional safety requirements specified by the Client reduces the Principal Contractor's accountability and responsibility for the health and safety of his employees and contractor employees within his working area.

The contractor shall be appointed on the awarding of the contract and shall be responsible and accountable for all legislative and requirements for the duration of the contract.

The Principal Contractor may appoint contractors to assist in the contract. All appointments shall be done in writing.

10.3 Compliance and Non-Conformances

As legislation forms part of any country's legal system, the Client requires all of its Contractors to comply with legislation as part of the contract. All expenses to the Contractor, which result from compliance with this legislation as well as special requirements specific to the site, will be for the Contractors account.

Should the Principal Contractor appoint a contractor, the Principal Contractor would then have the same role and responsibility in relation to the contractors, in a similar way as the Client has in relation to the Principal Contractor.

The Nkomazi LM representative reserves the right to stop work and issue a non-conformance report whenever safety, health or environmental violations are observed for both Principal Contractors and/or their contractors. Expenses incurred as a result of such work stoppage and standing time shall be for the Principal Contractors account. Any non-conformances/findings/observations found in these audits/inspections on contractors shall be raised and discussed with the relevant Principal Contractor (with whom the contractor is contracted with).

10.4 Legal and Other Requirements

It is required that all Contractors on site comply with the relevant applicable legislation, specifications and standards in accordance with the scope of the project:

As a minimum but not limited to the following:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights)
- Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations
- Control of Access to Public Premises and Vehicle Act(Act 53 of 1985)
- National Environmental Management Act 1998 (Act 107 of 1998)
- Environment Conservation Act 1989 (Act 73 of 1989)
- National Water Act 1998 (Act 36 of 1998)
- Conservation of Agricultural Resources Act 1983 (Act 43 of 1983)
- Civil and Building Work Act
- COID Act
- Any other applicable South African legislation
- Applicable South African National Standards (SANS)
- Applicable international standards

- National Building Regulations and Building Standard Act 1977(Act 103 of 1977)
- OHSAS 18001, ISO 9001 and ISO 14001-Contractor shall use as guidelines.
- Local Authority By Laws

It is the duty of the Principal Contractor and contractor to ensure that they are familiar with the necessary SHE legislation required.

The Principal Contractor shall compile a legal register listing all applicable legislation and standards that may have an impact on the scope of work that they are performing on the construction project. The register shall be updated biannually.

Appointments

The following statutory health and safety appointments will apply

REFERENCE	APPOINTMENT NAME	NAME OF RESPONSIBLE PERSON
16 (1)	CEO	
16 (2)	Person assigned functions to assist the CEO	
17 (1)	Health and Safety Representative	
19 (1)	Chairperson of the SHE Committee	
GSR 3 (4)	First Aider	
GAR 9(2)	Incident Investigator	
DMR 18(10)(e)	Lifting tackle inspector	
EMR 9	Portable Electrical Equipment Inspector	
CR 8 (7)	Construction Supervisor	
CR8 (8)	Assistant Construction Supervisor	
CR8 (5)	Construction Health and Safety Officer	
CR 9(1)	Risk Assessor	
CR10 (a)	Fall Protection Planner	
CR 13 (a)	Excavation Supervisor	
CR 23	Construction Vehicle Inspector	
CR 24 ELM 9	Temporary Electrical Installation Controller	
CR 28 (a)	Stacking and Storage Supervisor	
	Environmental Officer	
CR 29	Fire extinguisher inspector	

Copies of these appointments will be kept in the site SHE files. It is the site managers' responsibility to ensure that these appointments are kept up to date when personnel change.

11. Section37 (2) (Legal) Agreement

A section 37(2) agreement must be signed between client and the principal contractor at the time of awarding the contract.

The principal contractor must ensure that a section 37(2) agreement is compiled between the principal contractor and all their appointed contractors for the contract.

The original copy of the section 37(2) agreements must be retained by the contractor and a copy retained by the client responsible manager.

Copies of all agreements must form part of the respective contractor's SHE files.

12. Hazardous Work by Children (Child Labour)

The constitution of the Republic of South Africa, in the “Bill of Rights” is clear on the rights of children, especially when it comes to:

- a) being protected from exploitative labour practices;
- b) not to be required or permitted to perform work or provide services that
 - are inappropriate for a person of that child’s age; or
 - place at risk the child’s well-being, education, physical or mental health or spiritual, moral or social development; and the Basic Conditions of Employment Act, Chapter six Section 43 “Prohibition of employment of children”.
 - Before resorting to the use of child labour, due consideration must be given to the rights of the child in terms of the constitution.

Where work is being performed which is not prohibited in terms of the constitution, then such work must be conducted in terms of the OHS Act “Regulations on Hazardous Work by Children in South Africa” with emphasis on paragraph 2 Purpose and Interpretation.

Client does not condone the use of child labour and therefore all efforts must be exercised to avoid it.

13. OHS Act

All contractors shall have an up to date copy of the OHS Act and Regulations at all work sites which will be available to all employees. (Reference GAR 4).

14. SHE/Q Policy

The Contractor Projects and the contractor companies shall each have a SHE/Q Policy authorised by their Chief Executive (OHS Act Section 16(1) appointee) that clearly states overall, SHE/Q objectives and commitment to improving Safety, Health, Environment and Quality performance and must be displayed and shared with all stakeholders.

15. Costing for SHE

The contractor /contractor shall ensure that the submitted tender adequately made provision for the cost of Health, Safety and Environmental measures.

Note: the costing for SHE must be itemised based on the overall scope of the project (i.e.) Training, provision of PPE, safety equipment purchases etc.

16. Appointment of a Principal Contractor

The contractor will be appointed by Employer Project Manager on the awarding of the contract and shall be responsible and accountable for all legislative and requirements for the duration of the contract.

Contractors shall not commence with the project work until such times as he/she has been appointed in writing in terms of OHS Act Construction Regulation 5(k), by Project Manager.

17. Appointment of Contractors

The contractor may appoint contractors to assist in the contract. All appointments shall be done in writing and will form part of the SHE plan that is required to be submitted to the client. Adequate training and instruction must be given to the appointees and the principal contractor must ensure that all appointed contractors understand their roles and

responsibilities.

The Principal Contractor shall when selecting contractors to assist on this project carry out a selection process, and vet potential contractors. Once the selection process is completed, then such contractors shall be appointed in writing for the relevant period as required.

18. Appointments and Competencies

The contractor shall ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment, and advise and assist these appointees in the execution of their duties.

The Principal Contractor shall ensure that competent persons are appointed in writing in accordance with the applicable appointments.

Copies of all the appointments shall be kept in the SHE File.

19. Training

The aim of this section is to outline client expectations with respect to the scope of the training which the Principal Contractor and contractor employees receive. The scope of the training includes but is not limited to the type of work being performed and the relevant procedures. In addition to the requirements, the Principal Contractor and contractor employees would require the appropriate qualifications, certificates and tickets, and be under competent supervision. Records of all training and qualifications of all contractor employees must be kept. The Contractor shall maintain comprehensive records of all employees under his control (including all employees of the contractor) attending induction training. Acknowledgement of receiving and understanding the induction must be signed by all persons receiving the induction respectively.

20. Site Induction

20.1 General construction site induction carried out by the Principal Contractor

The contractor shall ensure that all his employees and contractor employees undergo their company induction with regard to the approved SHE plan, general hazards prevalent on the construction site, construction risk assessment, rules and regulations, and other related aspects.

20.2 Visitors to Site

All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any construction work, of any nature.

21. Access and Security Control

Employees, contractors and visitors shall be subjected to induction training and substance abuse tests for the detection of illegal substances when entering sites, or as and when required whilst on sites.

It may be required that prior to access being granted that person(s) complete the required training e.g. plant access training, employee training, occupational health and safety training or any other prescribed training.

The following are prohibited items and shall not be allowed on sites unless the necessary authorisation for possession has been obtained:

- Firearms and ammunition
- Liquor/ Alcohol
- Dangerous weapons

- Drugs (excludes items/ substances authorised for use and possession of medical centres or in possession under doctor's prescription)
- Any other items that may be declared prohibited

22. Contractor's Site Facilities

Site facilities shall be established and maintained by the contractor or be maintained as agreed with the Site Manager and/or in accordance with the contractual agreement. The facilities include, but are not limited to the following: (refer to OHS Act Construction Regulation 30)

- **Temporary Facility Layout Plan**
- **Sheltered eating facilities**
- **Change rooms**
- **Ablution facilities**
- **Site Sheds, Offices and Amenities**
- **Lay down and Storage**
- **Temporary Site Services**

Reasonable and suitable living accommodation may be provided for employees who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available

The Principal Contractor must develop their site establishment procedure.

23. Public Safety

Legislation requires that employers shall be responsible, as far as reasonably practicable, for safeguarding persons other than those in their employment who may be directly affected by their activities so that they are not exposed to hazards to their health and safety (Section 9 of the OHS Act).

Contractors shall factor in, in their safety plan, how they intend safeguarding/ controlling any members of the public against their activities during the project.

24. Project and Site Rules (Zero Harm to People and the Environment)

The objective of this section is to define the rules that are over and above the internal regulations and procedures and relevant legislation which will ensure zero harm to persons and the environment. These rules will be specific to the project and site.

Nkomazi LM will take a stance of zero tolerance on these rules

Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline/removal of person from the project site.

This is to ensure that every person who works on or visits an work site returns home safely to his or her family

No person shall damage, alter, remove, render ineffective, or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person under the influence of alcohol, drugs or medication (in a state of intoxication) or any other condition that may render him incapable of controlling himself or of other persons under his charge shall be allowed to enter the site.

All safety and warning signs shall be obeyed at all times.

Entering or leaving the Site will only take place at official access control points and may only be done via the official designated walkways.

All employees shall adhere to the SHE and other site-specific rules.

The contractor must have a process in place to address employees that have contravened Health and Safety Requirements.

- **Smoking**

Smoking is only permitted at designated areas

Cellular Phones

Do not use Cellular phones in areas where cell phone usage is prohibited.

A contractor shall develop and implement a risk-based cell phone policy for a particular construction site.

- **Fire Extinguishers**

..... All fire extinguishers shall be:

- **Clearly labelled**
- **Conspicuously numbered**
- **Entered in a register**
- **Inspected monthly by a competent person**
- **Tested and serviced at recommended intervals by an accredited supplier**
- **Results shall be entered in the register and signed by competent person.**
- **No open or unattended fires are allowed within the construction site.**

A Principal Contractor shall have a layout plan of a site indicating where all his firefighting equipment is located.

- **Vehicles and Traffic Rules**

Ensure that all drivers and passengers wear seatbelts, where fitted, while travelling in a motor vehicle. Vehicles not fitted with seatbelts must be retrofitted according to the vehicle manufacturer's specifications.

- **Substance and Drug Abuse Management**

The Principal Contractor shall provide a Substance Abuse management policy Disciplinary Process The Principal Contractor shall have a disciplinary process and an organisational structured procedure to deal with employees who have transgressed organisational and legal requirements.

25. Hazard Identification and Risk Assessment

The client shall prepare and provide a Baseline Risk Assessment for an intended construction work project to the contractor as part of the contract package.

The Principal Contractor shall develop a Risk Assessment in line with Construction Regulation 9 (1) (

Emerging risks and hazards must be managed during construction work. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.

All risks must be rated.

Activity based risk assessments shall be conducted by an appointed and competent person of the Principal Contractor. Please refer to Annexure F (Risk assessment Template) as a minimum guideline.

26. High Risk Activities

When the Principal Contractor and/or his contractors are working in an area where a high health and safety hazard exists, the Principal Contractor shall:

- Ensure that permanent and adequate on-site supervision is available for the entire duration of the work that is being conducted.
- Ensure the use of safety standbys in areas of high-risk activities, and activities that fall within the scope of the permit to work system.
- Provide, erect and maintain all the required barricading, lighting, flags, flashing lights, or other safety control equipment to enable operations to proceed in a safe manner;
- Maintain, at all times, defined access ways, which are clear of objects or obstructions, so as to allow for emergency vehicle entry ;and
- Provide any temporary protective shielding required for protecting nearby operations from the construction activities, at his own cost.

27. Pre-Task Risk Assessment

The contractor shall on a daily basis and for every task to be performed, conduct a pre-task risk assessment with all employees involved with the task(s). The pre-task risk assessment will form the basis of the daily pre-job brief/toolbox talks prior to the start of work. This will highlight critical steps from the safe work procedure to ensure that work is performed in a safe manner. Proof of communication as well as confirmation that it was received and understood by all will be noted on a standard form, which will be kept at the job site during the job execution. The completed signed pre-task risk assessment form shall be filed in the Principal Contractor's safety file.

28. Safe Work Procedures and Practices

There must be approved method statements and written safe work procedures for all the high risk activities as identified in the risk assessment. No work shall be carried out without an approved method statement and written safe work procedure.

The supervisor / team leader shall ensure that all employees are trained on all applicable safe work procedures. Records of training/ awareness shall be kept on site.

Safe work procedures shall be compiled and documented for applicable activities (arising out of the Job Safety Analysis (JSA) and Hazard Identification & Risk Assessment (HIRA.))

29. Planned Task Observations (PTO)

The Principal Contractor shall provide the planned task observation procedure or process covering but not limited to the following:

- Persons responsible for monitoring the task and carrying out the Planned Job Observation must be the supervisor;
- Planned job observations should be conducted in such a way that the employee is observed against the actual steps (of the written safe work procedure) to be followed when performing a task and be marked against compliance with each step. This will assist in determining employee competence and compliance. Record should be kept at all times.
- The supervisor who conducts the PTO must have a copy of the PTO to ensure that the employee is following the steps.

30. Work at Elevated Positions and Roof Work

- All employees working above ground level shall use the appropriate fall protection equipment unless working from a solid platform protected by suitable barricading.
- Whenever there is any potential of falling either from or into, a fall protection plan and risk assessment (which includes fall prevention) shall be compiled, implemented and reviewed and every possible and practicable means shall be adopted to provide such persons with effective training and safeguards.
- The Principal Contractor shall ensure that all work performed at elevated positions shall conform to the requirements of the OHS Act, the relevant SANS standards
- A fall protection Plan will be compiled, implemented and reviewed, and shall include but not limited to the following:
 - A site and task specific risk assessment covering all work at elevated heights shall be carried out and appropriate mitigation measures to be put in place and communicated to all relevant employees.
 - Legal appointments
 - The process of evaluation of the employees' medical fitness for each employee working at height.
 - The procedure addressing the inspection, testing and maintenance of all fall protection equipment, the withdrawal process of damaged PPE and up to date inspection records.
 - A rescue plan detailing the necessary procedure, personnel, and suitable equipment required to affect a rescue of a person in the event of a fall. .

- The Contractors shall stop all persons working in elevated positions during periods of inclement weather.
- Working in elevated positions shall only be carried out under the supervision of a competent person in accordance with SANS 229995.
- Fall arrest/protection plan and equipment shall be implemented where fall prevention is not possible.

Ladders (Portable)

- All ladders used on the site shall comply with the OHS Act and Regulations.
- All ladders shall conform to the relevant SANS standards or other recognised international standards.
- Damaged ladders shall be marked as "DAMAGED" and removed from the project site.
- Prior to work being performed, an adequate risk assessment shall be conducted, and work shall be conducted in accordance with General Safety Regulation 6 and 13A and Construction Regulation 10 of the OHS Act

31. Occupational Health, Rehabilitation and Hygiene

All contractors are required to develop an Occupational Health, Hygiene and Rehabilitation program. The program is intended to ensure that the risks to health are identified and controlled.

31.1 Compensation of Occupational Injuries and Diseases Act (COIDA)

The Principal Contractor shall submit proof of registration and letter of good standing with the compensation fund or with a licensed compensation insurer for his company and each of his contractors'. This must remain valid for the duration of the contract. The Letter of Good Standing shall reflect the name of the Principal Contractor and/or Contractor Company.

31.2 Occupational Hygiene Management Program

Principal Contractors and contractors shall develop, implement and maintain an occupational hygiene management programme to ensure that the occupational hygiene stressors are identified assessed (monitored) and controlled. The occupational hygiene should include, but not be limited to the following elements:

- Occupational health risk assessment as a background.
- Occupational health risk exposure profiles
- Occupational hygiene monitoring program and ensure that monitoring is performed by an approved Inspection Authority.
- Communication of occupational hygiene results and requirements
- Proof of awareness training.
- Documentation and control of records (Records to be kept for 40 years)

Where there are occupational hygiene stressors, Principal Contractors and contractors shall ensure that programs are developed and in place to address the said stressors. These programs may include but not be limited to:

- Hearing Conservation Program;
- Respiratory Protective Program
- Hazardous Chemical Substances Program
- Procedure for the use and management of radioactive sources
- Heat Stress Management Program

Copies of all occupational hygiene surveys conducted by the Principal Contractor and contractor must be submitted to SHE manager and practitioners. The SHE Manager / Practitioner shall establish a database of contractor occupational hygiene surveys and corrective plans

31.3 Employee Health and Wellness Programme

Principal Contractor shall submit details of their Employee Health and Wellness Programme as part of their Health

and Safety Plan which should include a Medical Surveillance Program and an Employee Assistance Program as detailed below.

31.4 Medical Surveillance Programme

The Principal Contractor shall ensure that his employees and contractor employees are registered on a medical surveillance programme and are in possession of a valid medical fitness certificate. The certificate of fitness should be relevant to the type of work (risk based) that the employee will be exposed to. This will require each employee to have a risk-based person job specification that will be used as a basis for medical examination.

The Principal Contractor must ensure that his employees and contractor employees have undergone pre-entry medical examination before starting work on site, ***no employee will access site without a valid medical fitness certificate.***

The fitness certificate and a copy of the risk-based person job specification shall be issued before commencement of work and shall be presented at induction. If the Principal Contractor does not provide proof of valid certificates of fitness and person job specifications for his employees and contractor employees, then the client will not give those employees site induction which will result in refusal to site access.

The certificate shall be renewed as required by the risk profile. On completion of the project an exit medical examination shall be conducted, unless otherwise advised by the Occupational Health Practitioner.

All employees shall be issued with the required medical records to prove medical status at the time of exiting the construction project.

Note: *the will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.*

31.5 Emergency Care

A list of emergency numbers must be posted at phones and in every office. The Principal Contractor shall ensure that his employees and contractor employees are familiar with the emergency numbers and also are provided with stickers, with the emergency numbers printed on, to place outside their hardhats.

Contractors shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof.

More first aid boxes shall be provided if the risks, distance between work teams or workplace requirements require it (it should be available and accessible for the treatment of injured persons at that workplace).

Minimum contents of a first aid box: (Refer to GSR 3 Annexure of the OHS Act)

A prominent notice or sign shall be erected in a conspicuous place at a workplace (SANS1186 approved signs to indicate location of first aid boxes), indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes.

The Principal Contractor and contractor shall ensure that alternative arrangements shall be made for possible incidents occurring after normal working hours.

Where services are not available from the medical centre or where there is no medical centre, the Principal Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the Principal contractors SHE Plan.

32. Emergency Preparedness and Response

The Principal Contractor shall provide a site specific emergency response plan.

the Principal Contractor, together with his contractors, shall develop their own emergency response plan (as a guideline) for both site and offices and submit this plan to the client Project Manager for review. It may be decided that one site specific emergency response plan be used for all contractors. The Principal Contractor will ensure that his employees and his contractor employees are trained on this plan.

33. Site plans

When preparing worksite Emergency Preparedness plans, cognisance must be made as to the locality of the site and the response time for the emergency services. Where sites are remote, contractor management shall ensure that a sufficient number of employees are trained in the various disciplines to be able to afford prompt response attention.

34. Fire hazard

The Contractor shall ensure that staff are educated in fire prevention and will be held responsible to avoid the risk of fire. No area is to be denuded of vegetation to create firebreaks, to prevent or make fires. No open fires are allowed on site. The contractor shall ensure that operations are in compliance with statutory requirements at all times. The Contractor Environmental Officer shall ensure that in areas with a high fire danger rating, staff are made aware thereof. Smoking shall be restricted to designated areas or shall not be allowed, particularly in areas that have a high fire danger rating.

35. Waste

All waste generated shall be disposed of at a registered landfill site. A register of both hazardous and general waste shall be kept. A waste management plan shall be compiled before commencement of work. Records of waste disposal shall be kept and updated all the time. No waste, be it biodegradable or not, shall be left on site once work has ended. Domestic and hazardous waste generated shall not be burned, buried, or disposed of on client or Landowner property, but will be controlled and removed to a registered waste site on a regular basis (Daily / Weekly). The Principal Contractor and contractor working on site shall ensure that oil, fuel, and chemicals are confined to specific and secure areas throughout the construction period. These materials shall be stored in a banded area with adequate containment for potential spills and leaks.

Waste may be collected by the relevant Municipality or alternatively taken by the Contractor to a registered landfill site. Where the Municipality does not have a weighbridge, the Contractor is responsible for obtaining a formal notification to this effect.

Contractors shall ensure that sufficient waste bins / containers, with lids are made available for waste control. The contractor shall comply with the requirements of NEM: Waste Act 59 of 2008.

Quantities of disposed waste shall be recorded and reported on a monthly basis.

36. Material requirement

The use of any material or property belonging to any landowner shall not be permitted prior to arrangements with the relevant landowner. Written proof of such agreement shall be handed to project leader / co-coordinator for record keeping (as per OHS Act section 10(4))

37. Dust and Noise

The Contractor shall monitor dust and noise caused by mobile equipment, generators and other equipment during construction. Factors such as wind can often affect the intensity to which these impacts are experienced.

To ensure that noise does not constitute a disturbance during construction activities, all construction works shall occur between specific working hours. This shall be stipulated in the contract.

Mitigation measures to be implemented as required / agreed upon with the project leader / environmental advisor.

Dust suppression measures shall be in place to reduce the dust caused by the movement of heavy vehicles or construction activities.

38. Signing off of the contract

No project shall be signed off before Business Unit or Department has given assurance that no environmental liabilities exist. The responsible person, project leader or environmental advisor shall carry out a physical inspection before acceptance of work done.

No invoice shall be processed before work done is accepted.

The Contractor shall be conversant and in the course of carrying out the Works. The Contractor shall comply with the provisions of all Acts, regulations, ordinances, by-laws, Standards, Codes, Rules and requirements of public, municipal and other authorities.

The Project Team may, at any time, without notice to the Contractor, examine and investigate the Contractors' compliance with all Applicable Legislation and the environmental management conditions.

At all times during the execution of the Works, the Contractor shall preserve and protect the natural environment in the general area of the site and the external areas that may be affected by his operations.

NOTE: These meetings do not replace or act as a substitute for the required SHE statutory meetings.

Statutory SHE Committees in terms of Section 19 and 20 and General Administrative Regulations 5 of the OHS Act and Eskom requirements shall be established.

39. Construction Vehicles and Employee Transportation

All construction vehicles and equipment shall meet the legislative requirements pertaining to the OHS Act Construction Regulations 23, the National Road Traffic Act, National Environmental Act

The following requirements are applicable to the use and operation of construction vehicles:

- The contractor / contractor shall ensure that all construction vehicles are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles.
- Designated drivers shall be in possession of an appropriate valid driver's licence, valid for the class of vehicle and authorised in writing to operate the Construction vehicles. The driver's license shall be kept by the person so authorised and shall produce such card on request.
- A vehicle and pedestrian management plan must be developed by the contractor to be in line with the client's plan.
- Ensure that all traffic signs are displayed.
- All drivers shall adhere to site traffic management.
- All drivers of construction vehicles and mobile plant shall have medical certificates of fitness to operate that construction vehicle, issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations.
- The access will be managed between Security and the project management team on site.
- The speed limit within the bounds of the construction site is 20 km/h. (To be completed by the project team).
- No drivers or operator may text, talk on cell phones or two-way radios whilst driving.

It is the responsibility of the driver to ensure that:

- He/she and their passengers wear seat belts whilst the vehicle is in motion.
- Comply with all traffic road rules, safety, direction and speed signs.
- Ensure that vehicle loads are properly secured and loaded onto vehicles; and
- Ensure that vehicles are not overloaded.

The Principal Contractor shall ensure that his employees and those of his contractors do not:

- Ride on back of bakkie (transportation of employees).
- Leave vehicles unattended with the engine running.
- All vehicles shall be locked chock blocks fitted and keys removed; and
- Park vehicles in unauthorised zones/areas.

40. Housekeeping

The contractor and his contractor shall maintain a high standard of housekeeping within the site. Prompt disposal of waste materials, scrap and rubbish is essential.

Waste separation and removal will be as per the terms stipulated in the contract.

The Principal Contractor shall carry out regular safety/housekeeping inspections (at least weekly) to ensure maintenance of satisfactory standards. The Principal Contractor shall document the results of each inspection and shall maintain records for viewing.

Note: Nails protruding through timber shall be bent over or removed so as not to cause injury.

41. Signage

All symbolic safety signs that the Principal Contractor or his /her Contractors are to use/display shall comply with the requirements of SANS 1186.

The display of the following signage is mandatory:

- For Contractors with Site Establishment: The Contractor Company sign must be posted at their site offices to reflect the name and contact details of the: Construction Supervisor; Health and Safety Manager/Practitioner; First Aider; Health and Safety Representative and Evacuation warden.
- The Contractors shall provide the signage where work is conducted and where unauthorised entry is prohibited and/or where alerting and cautioning passers-by to be aware of potential dangers
- The Contractors shall provide the signage in accordance with the scope and work area.

42. Personal Protective Equipment (PPE)

In terms of Section 8 of the OHS Act, the duty of the employer is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE.

Principal Contractor's employees and his contractor employees at the construction site, including visitors, shall use the relevant internationally recognised authority approved risk-based PPE at all times, as a minimum:

- Head protection hard hat (with chin straps)
- Steel toe capped safety boots.
- Eye protection. Wearing of impact Safety Spectacles with side shields. Prescription glasses must comply with the same standard or cover impact safety spectacles must be worn over them.
- Long sleeved and long pants protective clothing.
- High visibility vests.
- Refer to General Safety Regulation 2 of the OHS Act.

The Contractor shall ensure that his employees understand why the personal protective equipment is necessary and that they use them correctly.

Strict non-compliance measures must be administered to any employee not complying with the use of PPE and that employee shall be removed from the Site.

42.1 Issue, Replacement and Control of PPE

The Principal Contractor must provide a detailed procedure with a matrix on the issuing, maintenance and replacement of PPE for all his employees and contractors on site.

The Principal Contractor is required to keep an updated register of all PPE issued, including that of his employees and contractors.

43. Machinery, Tools and Equipment

- The Contractor shall ensure that all machinery, tools and equipment are identified, safe to be used and are maintained in a good condition.

- All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded. A machine is guarded when persons cannot gain inadvertent access to the moving parts.
- The Principal Contractor shall ensure that all machinery, tools and equipment shall be listed on an inventory list and handed to security with a copy kept on site.
- All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments, registers of tools shall be kept on the safety file. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- .
- The Principal Contractor/contractor shall ensure that he has all the necessary registers to record all tools and equipment.
- All employees operating or using machines and tools shall:
 - Be competent.
 - Have a valid certificate.
 - Have proof of any form of task related training.

44. Machine Guarding

An assessment should be conducted in writing to ensure that all machines and tools are fitted with a guard and the assessment should be kept in the safety file.

Machine guards shall be painted on the outside in the same colour as the machine or tool.

Inside of guards and moving or rotating parts shall be painted orange.

All guards shall be inspected by a competent person on a monthly basis as well as by users prior to use. These inspections and proof of corrective action taken must be recorded and kept on site.

Record keeping

- A register shall be used which indicate the name, number of the machine or tool and the number of guards.
- The register shall be kept in the safety file.

45. Hand Tools and Pneumatic Tools

All pneumatic tools shall be numbered, recorded and inspected at least monthly as well as by users prior to use. The revolutions per minute measured shall be in accordance with the manufacturer specifications.

All hand tools should be inspected at least weekly as well as by users prior to use.

Tools with sharp points in tool boxes must be protected with a cover.

All files and similar tools must be fitted with handles.

The Principal Contractor shall have a policy on makeshift tools on site.

Records

- Check list for hand tools
- Check list for air tools including records of the measurement of revolutions on grinders
- Gas cylinder trolley checklist Register
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46. Electrical Installations and Machinery on Construction sites

The contractor shall ensure that electrical installations and machinery on construction sites conform to the requirements of the OHS Act and the relevant SANS standards.

Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of, and guard against, danger to workers from any electrical cable or apparatus which is under, over or on the site;

The Principal Contractor shall ensure that all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;

The control of all temporary electrical installations on the construction site is designated to a competent person who

has been appointed in writing for that purpose;

All temporary electrical installations used by the contractor are inspected at least once a week. This must be done by a competent person and the inspection findings must be recorded in a register that's kept on the construction site; and All electrical machinery is inspected by the authorised operator or user on a daily basis.

The person inspecting the electrical machinery must use the relevant checklist when conducting the inspection. He must also record the findings and keep the register on the construction site.

47. Work Stoppage

The aim of the section is to outline the conditions under which work will be stopped and the process to be followed to ensure that the worksite is rendered safe.

The temporary stoppage of an activity/activities or task(s) may be due to SHE concerns, including the following circumstances which shall not warrant any financial compensation:

48. SHE Audits

The client reserves the right to conduct unannounced audits on contractors

49. Compliance and Approval of Contractor SHE Plan

The Contractor's SHE Plan will be audited against a compliance checklist so as to confirm compliance to the requirements in the client SHE specifications. Once compliance is confirmed, only then will the contractors SHE plan be approved by the Client.

50. Contractor SHE Performance Evaluation

Nkomazi LM shall evaluate contractor SHE performance on an on-going basis against the Nkomazi LM requirements.

51. Internal Audits

Contractors are required to conduct internal audits on both their employees and their contractors on the implementation of their SHE Plan on a monthly basis or when the scope of work changes. A summary of the findings and the proposed corrective actions shall be submitted to the client Project/Site Manager on the last day of the audit. The report shall be submitted within one week after completion of the audit

52. SHE Plan Audits

There will be monthly audits conducted by client/agent on the Principal Contractor/s and/or contractors. These audits shall be attended by the contractor's site manager or his representative.

53. Investigation of Fatalities / Injuries / Diseases / Near Misses (Principal Contractor and Contractors)

- The Principal Contractor shall report all incidents/accidents as required in terms of legislation including near miss incidents, first aid, medical treatment, lost time incidents (lost time injuries and fatalities); Section 24 and 25 incidents; electrical contact; major equipment damage; chemical spillage and other environmental incidents within 24 hours or before the end of the work shift.

- All incident reporting, recording, classification and investigation will be done according to the requirements. The Chairperson of AME SHE Committee shall determine which employee and contractor Loss Time Incidents, Environmental Sustainability Index Incidents, Repeat Incidents and Near-miss Incidents must be presented by the relevant Business Unit Manager or the Managing Director of the contracting company. If the relevant Business Unit Manager or the Managing Director of the contracting company is not in attendance the incident presentation will not be allowed. The purpose of these presentations are to confirm that all the root causes were identified, addressed and closed out and furthermore it serves as an opportunity for sharing the lessons that were learnt from each of those incidents.
- All fatal incidents, employee and contractor incidents, shall be reviewed by the committee within one week after the incident. Preliminary investigation information shall be shared..
- If it is found that the Principal Contractor or his contractor are hiding/not reporting incidents then steps (which may include disciplinary action) shall be taken against the Line Management of the Principal Contractor and contractor.
- The Contractor shall investigate all incidents immediately and give the client Project Manager a report within the specified time frame, which shall include:
 - Date, time and place of incident;
 - Description of incident;
 - Root cause of incident/accident;
 - Type of injury (if any);
 - Medical treatment provided (if any);
 - Persons involved;
 - Names of witness/s;
- It is required that all corrective actions are closed out within 3 months. If this is not practicable within the time frame, then it is to be submitted at a later date agreed to by the client Project Manager).
- Please note that providing the Accident/incident investigation report does not exempt the Principal Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act and COIDA Act.
- It is essential that the Principal Contractor demonstrate that corrective action has been taken and that correction action is communicated by a predetermined means to all Contractors staff affected. All corrective actions must be closed within 3 months from the date of issuing of investigation report.
- Feedback on the status of close out of corrective actions must be communicated at the relevant forums.
- The Contractor shall compile and implement procedure for:
 - Reporting and investigation of incidents – This document sets out the procedures to be followed when reporting, recording and investigating incidents that occur on a construction site.
 - Workplace Injury and Disease Recording – The purpose of this document should be a guide to the Principal Contractor on how to accurately evaluate, define and categorise fatalities, injuries and occupational diseases in a data format for the calculation of performance indicators for health and safety.

54. Contractors SHE Plan

All Contractors must use the applicable SHE information herein to develop a suitable and sufficient SHE plan, submitted with tender documents, which will indicate to the Client/Agent the level of compliance to the SHE requirements. The safety, health and environment plan shall identify each construction activity to be undertaken by the Contractor, the foreseeable internal and external hazards, the specific precautions and controls that shall be necessary to ensure that the works proceed safely and without risks to health or adjacent operations.

Upon discussions with the Principal Contractor, a final accepted SHE plan would be signed and approved. The Principal Contractor is thereafter required to do the same when procuring other contractors. The Principal Contractor will not be allowed to commence work on site until the SHE plan has been approved.

When a Principal Contractor intends appointing a contractor, the Principal Contractor shall ensure that his SHE Plan is based on the Nkomazi LM SHE Specification that was issued for the project and he shall further more ensure that

the activities of the contractor are included in the SHE Plan to be submitted for approval.

The plan shall demonstrate management's commitment to SHE and shall, as a minimum include the following elements: The safety plan shall be reviewed to ensure that it fully addresses all the issues and complies with the requirements of the SHE Specifications and contract. If necessary the Contractor shall amend the SHE Plan as required by the Client.

55. Omissions of this SHE Specification

By drawing up this SHE specification Nkomazi LM has endeavoured to address the most critical aspects relating to SHE issues in order to assist the contractor in adequately providing for the health and safety of employees on site.

Should the Nkomazi LM not have addressed all SHE aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform Nkomazi LM of such issues when submitting the tender.

56. SHE File

The Contractor must have a SHE file in which records of this specification and the SHE plan are kept. All information required in the specification and plan, for the duration of the Principal Contractor and contractors contract, is to be recorded in the file.

- The SHE file that will be maintained will be per construction site.
- The Principal Contractor must also record on the file:
 - As-built drawings

The file must be kept on site and must be available on request for audit and inspection purposes.

The SHE file shall be handed over to the Client at the end of the Principal Contractor's contract.

57. Hours of Work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act.

The Principal Contractor will notify their client/agent Project Manager/Supervisor of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously).

Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval form the Department of Labour

58. Employees' right of refusal to work in an unsafe situation

Employees have a duty to take reasonable care of their own as well as other person's health and safety at work and to cooperate with the employer, carry out lawful orders, including reporting unsafe situations and incidents.

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59. Contract Sign Off

On completion of the project, all appointed contractors shall close out their project documentation and SHE Files and submit such to the Principal Contractor. The Principal Contractor shall likewise close out his/her project documentation and SHE files and handover it to the client Project Manager.

C4: SITE INFORMATION

C4.1 TENDER DRAWINGS

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID NUMBER: 51/2023

C4.1 TENDER DRAWINGS

ADDITIONAL UPGRADES OF THE NAAS BULK WATER SCHEME PHASE 3

BID NUMBER:51/2023

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.