

## **HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT**

**TENDER NUMBER: COM72/2023**

<b>TENDERER:</b>	
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**CLOSING DATE: 29 JUNE 2023      AT 11:00AM**

**CSD REG NUMBER: MAAA.....**

CLIENT	ENGINEER
<b>City of Mbombela</b>  PO Box 45 Mbombela 1200  Tel: 013-759 2358 Fax: 013-753 4444	<b>Engineering Aces (Pty) Ltd</b> 58 Victoria Road Willows Bloemfontein 9301  Telephone: 051 430 0094

## HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT

### **SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : \_\_\_\_\_

TENDERED AMOUNT : \_\_\_\_\_

Signed by authorised representative of the TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

### 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

### 2. STANDARDS APPLICABLE TO THIS DOCUMENT

**Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:**

- |    |                              |  |
|----|------------------------------|--|
| 1. | CIDB                         | <b><i>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</i></b>  |
| 2. | SANS 10845-1                 | <i>Processes, methods and procedures.</i>  |
| 3. | SANS 10845-2                 | <i>Formatting and compilation of procurement documentation.</i>  |
| 4. | SANS 10845-3                 | <i>Standard conditions of tender.</i>  |
| 5. | GCC                          | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | COLTO                        | <i>Standard Specifications for Road and Bridge Works for State Road Authorities (1998)</i>   |
| 7. | This Document, as presented. |  |

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## THE TENDER

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**PART T1: TENDERING PROCEDURES**

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## **PART T1 TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for **HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT**

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM72/2023	BID NO: COM72/2023: HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT	5 CE	N/A	29 JUNE 2023 AT 11:00

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 15 JUNE 2023 on the municipal website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE COMPANY AND ITS DIRECTORS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.: COM72/2023,) HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point 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 conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of **Targeted Goals**.

Procurement Enquiries	:	Nomsa Ndukuya	(013) 759 9052
Technical Enquires	:	Koena Moabelo	(013) 759 9035
Employer	:	City Manager,	Mr. Wiseman Khumalo
		City of Mbombela	
		P. O. Box 45	
		1200	
		Mbombela	

VISIT OUR WEBSITE –

[www.mbombela.gov.za](http://www.mbombela.gov.za)

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

## **T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender 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 construction.

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

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

<b>Clause Number</b>	<b>Data</b>
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: <b>City of Mbombela, 1 Nel Street, Mbombela, 1200</b></p>
	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p>Part T1            Tendering Procedures</p> <p>Part T1.1        Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2        Tender Data (pink)</p> <p>Part T1.3        Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2            Returnable Documents</p> <p>Part T2.1        List of Returnable Documents (yellow)</p> <p>Part T2.2        Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3        Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1           Agreement and Contract Data</b></p> <p>C1.1    Form of Offer and Acceptance (pink)</p> <p>C1.2    Contract Data (yellow)</p> <p>C1.3    Form of Guarantee (white)</p> <p>C1.4    Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5    Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2           Pricing Data</b></p> <p>C2.1    Pricing Assumptions (yellow)</p> <p>C2.2    Bill of Quantities and Information Sheets (yellow)</p>

3.2	<p><b>Part C3 Scope of Works</b>  C3.1 Scope of Works (blue)  C3.2 Engineering (blue)  C3.3 Procurement (blue)  C3.4 Construction (blue)  C3.5 Management (blue)  C3.6 Health and Safety (blue)</p> <p><b>Part C4 Site Information</b>  C4 Site Information (green)</p> <p><b>Appendices</b>  Annexure A Health and Safety Specification (white)  Annexure B Drawings for Tender Purposes (white)</p>										
3.4	<p>The Employer's Agent is:  Name: Engineering Aces  Address: Unit No.5  Bloemfontein, 9301  Tel: 051 430 0994  E-mail: <a href="mailto:info@engineeringaces.co.za">info@engineeringaces.co.za</a></p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:  a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5CE or higher of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>5CE</td><td>R10m</td></tr> <tr> <td>6CE</td><td>R20m</td></tr> <tr> <td>7CE</td><td>R60m</td></tr> <tr> <td>8CE</td><td>R200m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	5CE	R10m	6CE	R20m	7CE	R60m	8CE	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
5CE	R10m										
6CE	R20m										
7CE	R60m										
8CE	R200m										

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</b></p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrate the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

4.12	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender BID NO: <b>COM72/2023</b>: HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this Procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until <b>7 working days</b> before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>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 unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>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 be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

5.10	<p><b>List of disqualifying factors of this tender are as follows:</b> A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate</li> <li>• Submit Tax Compliance Status issued by SARS</li> <li>• Full CSD report <b>NOT</b> older than <b>30 days</b> from the closing date , Summary report will <b>NOT</b> be considered</li> <li>• Submit Joint venture agreement in case of JV.</li> <li>• Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole</li> <li>• Submit copy of an active CIDB contractor grading designation of 5CE or higher. <b>For JV, a combined CIDB grading is required.</b></li> <li>• Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. <b>Statement should reflect age analysis or proof that rates and taxes are not owed over three months.</b></li> <li>• Fully completed and signed where applicable in the Returnable Schedules.</li> <li>• Failure to apply instructions contained in addenda that may be issued.</li> <li>• Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.</li> <li>• Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.</li> </ul>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Financial offer, quality and preferences.</p> <p>Method 2 Financial offer, quality and preferences is scored as follows:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</li> <li>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math>TEV = N_{FO} + N_P + N_Q</math></li> </ol>

5.11.5	<p>where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>NQ is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>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.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"><li>do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li><li>failed to complete the tender document comprehensively with all the required information.</li></ul>												
5.11.7	<p>The financial offer will be scored using the following formula: <math>NFO = W_1 \times A</math></p> <p>Where:</p> <p>NFO = the number of evaluation points awarded for the financial offer <math>W_1</math></p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of <math>A_a</math></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td><td><math>A = P_m / P</math></td></tr></table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favorable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										



**Scoring preferences.**

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who submit Responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Description of quality criteria	Maximum number of points
Plant and equipment	20
Key Personnel	30
Company Experience	50
<b>Total evaluation points for quality (Ms)</b>	<b>100</b>

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

5.11.9

i). Plant and Equipment (Maximum 20 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 30 points)

Details of key personnel and their experience and qualifications are to be entered in Form S of the Returnable Schedules.

iii). Water Reticulation Experience (Maximum 50 points)

Details of Water Conservation and Water Demand Management (WC/WDM)(bulk and domestic meter installations, PRVs installations, Sectorisation) , water reticulation projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form T in the Returnable Schedule.

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5.13	<p><b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>). CSD is compulsory for any company to bid. <b>The full report should be submitted, not the summary.</b></li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database.</li> <li>the tenderer submits an <b>Original</b> letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document.</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>No Tippex has been used on the bid document.</li> <li>The tenderer has not used an erasable pen and completed the bid document with a pencil.</li> </ul>
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

**CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.**

**Preamble**

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justice of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <a href="#">notary public</a> (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) .....ex officio: RSA</p> <p>Date: ..... Place .....</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature ..... Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will <b>NOT</b> be acceptable).</p> <p><b>N/B CSD Report date should not be more than 30 days before Bid closing date.</b></p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p>	
5.	<p>Tax Compliant Status (TCS)</p>	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>The designated official should verify the bidder's tax compliance</p>	

			<p>status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above <b>(See MFMA Circular No: 90)</b>.</p>	
6.	<p>Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor <b>(to claim points only)</b>.</p>	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs <b>MUST</b> submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an</p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p>	

		<p>unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium &amp; large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal</p>	

	<p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease.</p> <p>The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>	<p>authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	
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10.	<p>Forging of documents/certificates The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: “any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”.</p> <p>Section 34(2) of the same Act stipulates that: “subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	
11.	<p>Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.</p>	<p>a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.</p>	<p>If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?</p>	
12.	<p>Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> <li>- It compiles its financial statement internally and its public interest score is less than 100.</li> <li>- It has its financial statements compiled independently and its public interest score is between 100 and 349.</li> </ul>	<p>Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False /</p>	

		<ul style="list-style-type: none"> <li>- the public interest score is 350 points or more, is required for an audit to be conducted.</li> </ul>	mismatched / inconsistent declaration may lead to immediate disqualification.	
<b>13.</b>	<p>Recent annual financial statement (AFS) for three consecutive years (unaudited AFS).</p> <p>NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>a) Applicable to private companies with a public interest score of less than 100.</p> <p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	<p>Has the bidders furnished MBD 5 as mandatory?</p> <p>Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?</p>	
<b>14.</b>	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	

15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	
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## **PART T2    RETURNABLE DOCUMENTS**

## PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	FINANCIAL RESOURCES
RETURNABLE FOR QUALITY CRITERIA	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM W	SCHEDULE OF TENDER COMPLIANCE

## **COMPULSORY TENDER DOCUMENTS**

## FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS<sub>(MBD)</sub>**

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....



## FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES<sup>(MBD)</sup>

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

### (a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

*Note: (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.*

**(This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

### (b) ALTERNATIVES

Proposed Alternative	Description of Alternative

*Note: (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.*

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

## FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

**90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

**90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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% women 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 City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	

**The City 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. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City 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.

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

#### 4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
  - ☐ Generic code of good practice
  - ☐ Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

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

Telephone: .....

Fax: ..... Date: .....

Name of witness .....

Signature of witness .....

#### Note:

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

**FORM E: COMPULSORY DECLARATION (MBD 4)**

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

**Section 1: Enterprise Details****Name of Enterprise**

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

**Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.**

--	--

**Section 3: SARS Information**

Tax reference number	
VAT registration number	<i>State Not registered if Not Registered for VAT</i>

**Section 5: National Treasury Central Supplier Database**

Supplier number	
Unique registration reference number	

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

\*insert separate page if necessary



**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| a) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| b) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 1. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 2. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |

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

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

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 3. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 4. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |

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

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

\*insert separate page if necessary

#### Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

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

**OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

**OR**

- **For Joint Venture Agreements**

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

**OR**

- **For Partnership**

1. Certified Copies of the ID's of the partners

**OR**

- **One person Business / Sole trader**

2. Certified Copy of ID

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**

(MBD)

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

- a) contractors 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:**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Contractor's services:**

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

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number 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 (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

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: \_\_\_\_\_

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE  
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS**

## FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description) in response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**ATTACH VALID TAX CLEARANCE CERTIFICATE AND  
TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

The Tax Clearance Certificate and Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, and Tax Compliance Status (TCS) PIN.

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have;
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - 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 this tender.

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

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

### CERTIFICATION

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

<b>FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b>
--

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page  
(Full CSD required, not summary)***

## FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES

NO

If yes, furnish your details in table below.

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

## FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr. ....

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

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

.....  
(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

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

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 an any contract resulting from it on our behalf.

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



**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED  
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

## FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

### Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>
<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>

## FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (CIDA) (Act 130 of 1993).
3. Relevant CIDA on Mechanical and Civil Construction Works, irrelevant CIDA will lead to disqualification.

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

## FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

## FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## FORM Q: FINANCIAL RESOURCES BANKING INFORMATION

### DETAILS OF TENDERERS BANKING INFORMATION

#### **Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% guarantee from a financial institution.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the lead partner.

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

**FORM Q: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT**  
**ABOVE R 10 MILLION (GBD5)**

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

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

**YES / NO**

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

.....  
.....

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

**YES / NO**

.....  
.....

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

.....  
.....

- 2.2 If yes, please provide particulars

.....  
.....

- 2.1 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**

.....  
.....

- a. If yes, furnish particulars

.....  
.....



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

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is  
Signed

\_\_\_\_\_  
Name of Tenderer

<p style="text-align: center;"><b>FORM Q: FINANCIAL RESOURCES</b> <b>DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE</b></p>
---

*The Tenderer must attach hereto an **Original Letter or Certified Copy** from a financial institution with whom he/she has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

**A Pro forma follows herewith for the tenderer to use.**

**PRO-FORMA FOR A PERFORMANCE GUARANTEE**  
**PERFORMANCE GUARANTEE**

Employer

(Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

Contract No

\_\_\_\_\_

Contract Title

\_\_\_\_\_

WHEREAS

\_\_\_\_\_

(hereinafter referred to as "the Employer") entered into, a Contract with:

\_\_\_\_\_  
(hereinafter called "the Contractor")

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the

construction of (Contract Title)

at \_\_\_\_\_

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

AND WHEREAS

(hereinafter referred to as the

WE

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the

Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)  
R \_\_\_\_\_ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHERE OF this guarantee has been executed by us at \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20

As witness:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of  
(Guarantor)

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **RETURNABLES FOR QUALITY CRITERIA**

## FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

**The Tenderer will receive a maximum of 50 points based on information provided in this schedule.**

The following is a statement of work on water reticulation and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **3 points** per project with a value of more than R3 million but less than R 5 million, completed in the last 5 years.
- 3 The tenderer scores **7 points** per project with a value of more than R 5 million but less than R7 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per project with a value of more than R7 million completed in the last 5 years.
- 5 The tenderer may list only 5 projects of similar nature and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Points for completion certificates attached will be given for similar projects.
- 8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
- 10 Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

NB: Similar project (Water demand Management and Conservation Interventions or maintenance of Telemetry or water reticulation replacement or Domestic Water replacement or bulk water meter replacement or pressure reducing valve installations or pressure management or sectorization)

Appointment letter as well as Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if any is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)
*Attach additional pages if more space is required		Total Points		

## FORM S: PLANT & EQUIPMENT

**The tenderer will receive a maximum of 20 points based on information provided in this schedule.**

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
  - No points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
  - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted: Natis to be attached. Certified copies of motor vehicle license (MVLX), or motor vehicle license and license disc (MVL1) or Certificate of registration (RC1) or any valid document issued by the department of transport
4. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Points Scored
Excavator (20 ton)	8.0	1		
Water Tanker (8000 Litre)	2.0	2		
Tipper Truck (10 m <sup>3</sup> or above)	4.0	1		
TLB (48 kw Capacity)	6.0	1		
<b>Total</b>	<b>20.0</b>			
Total Points Allocated				

\*Attached additional pages if more space is required.

## FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 30 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction of water reticulation projects. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
5. For all foreign qualifications must attach SAQA accreditation and certified proof of work permit.
6. Attach organogram for key personnel.

### CONSTRUCTION PERSONNEL

#### i) Contract manager

Contract manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent Registered with ECSA/ SACPCMP as Professional Engineer/Technologist and a minimum of 5 Projects in water engineering related projects, as indicated below:

EXPERIENCE IN WATER ENGINEERING RELATED PROJECTS	5	6	7	8	9
POINTS	1	2	3	4	5

#### ii) Site Agent

Site Agent is required to have a minimum of N.D Civil engineering or equivalent to a NQF 6 qualification and a minimum of 5 Projects in water reticulation projects, as indicated below:

WATER RETICULATION, METER INSTALLATION, METER TESTING AND BULK WATER INFRASTRUCTURE	5	6	7	8	9
POINTS	1	2	3	4	5

iii) **Site Foreman**

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience and minimum of 5 years in water reticulation projects. Points will be allocated as follows:

<b>WATER RETICULATION, METER INSTALLATION, METER TESTING AND BULK WATER INFRASTRUCTURE</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>POINTS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

iv) **Safety Officer**

Safety officer on permanent/contract basis, with a valid certificate and with experience in construction projects. Points will be allocated as indicated below:

<b>EXPERIENCE IN WATER RELATED PROJECTS</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>POINTS</b>	<b>2</b>	<b>3</b>	<b>5</b>

**Company organogram**

Points will be allocated for submission organogram of the above key personnel.

<b>Company organogram</b>	10
---------------------------	----

<b>Experience</b>	<b>Points</b>
Provide detailed CVs and <b>certified</b> qualifications for all Key Personnel for each category stated above.	<b>30</b>

**N.B** Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result in zero points.



---

**ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE**

**Note:** Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.

**COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)**

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form R	50		
Plant and Equipment:	Form S	20		
Key Personnel:	Form T	30		
	<b>Sub- Total</b>	100		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

**SUPPLY CHAIN POLICY USING 80/20 SPECIFIC GOALS**

1	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## FORM W: SCHEDULE OF TENDER COMPLIANCE

**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	FINANCIAL RESOURCES	
R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
S	PLANT & EQUIPMENT	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

**THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

## **PART C1                    AGREEMENT AND CONTRACT DATA**

<b>CONTENTS</b>	<b>PAGE(S)</b>
C1.1    FORM OF OFFER .....	C1.1-1
C1.2    FORM OF ACCEPTANCE .....	C1.2-1
C1.3    SCHEDULE OF DEVIATIONS .....	C1.3-1
C1.4    CONTRACT DATA .....	C1.4-1 to C1.4-6
C1.5    PERFORMANCE GUARANTEE .....	C1.5-1 to C1.5-4
C1.6    AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.6-1 to C1.6-3
C1.7    CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7-1 to C1.7-2

**C1.1**        **FORM OF OFFER**

**C1.2**        **FORM OF ACCEPTANCE**

**C1.3**        **SCHEDULE OF DEVIATIONS**

## C 1.1: FORM of OFFER

### OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **HAZYVIEW WATER CONSERVATION AND WATER DEMAND MANAGEMENT PROJECT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables 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 any value added tax or sales tax which the law requires the employer to pay, is** \_\_\_\_\_

\_\_\_\_\_ (in words) R\_\_\_\_\_ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of the contract identified in the contract data.

### for the TENDERER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## C1.2: FORM of ACCEPTANCE

### 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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: 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) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

#### for the EMPLOYER

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

#### Witness:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>C1.3: SCHEDULE of DEVIATIONS</b>
-------------------------------------

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized 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 returnable 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.

**for the TENDERER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

**for the EMPLOYER**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

**Witness:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**C1.4      CONTRACT DATA**

## C1.4: CONTRACT DATA

### CONDITIONS OF CONTRACT

#### PART 1: DATA PROVIDED BY THE EMPLOYER

### CONDITIONS OF CONTRACT

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

### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

#### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description										
1.1.1.13	The Defects Liability Period is <b>12 months</b>										
1.1.1.14	The time for achieving Practical Completion is <b>12 months</b>										
1.1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .										
1.1.1.16	The Name of the Employer's Agent is <b>ENGINEERING ACES (PTY) LTD</b>										
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>										
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>1 Nel Street</b></td><td><b>PO Box 45</b></td></tr> <tr> <td><b>MBOMBELA</b></td><td><b>MBOMBELA</b></td></tr> <tr> <td><b>1200</b></td><td><b>1200</b></td></tr> </table> <p>Telephone: <b>013 759 9035</b>  Fax: <b>013 759 2070</b>  E-mail: <a href="mailto:Koena.Moabelo@mbombela.gov.za">Koena.Moabelo@mbombela.gov.za</a></p>	Physical address:	Postal address:	<b>1 Nel Street</b>	<b>PO Box 45</b>	<b>MBOMBELA</b>	<b>MBOMBELA</b>	<b>1200</b>	<b>1200</b>		
Physical address:	Postal address:										
<b>1 Nel Street</b>	<b>PO Box 45</b>										
<b>MBOMBELA</b>	<b>MBOMBELA</b>										
<b>1200</b>	<b>1200</b>										
1.2.1.2	<p>The address of the Employer's Agent is: <b>ENGINEERING ACES (PTY) LTD</b></p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>58 Victoria Road</b></td><td><b>68 Dealeweg</b></td></tr> <tr> <td><b>Willows</b></td><td><b>Dan Pienaar</b></td></tr> <tr> <td><b>Bloemfontein</b></td><td><b>Bloemfontein</b></td></tr> <tr> <td><b>9301</b></td><td><b>9301</b></td></tr> </table> <p>Telephone: <b>051 430 0094</b>  E-mail: <a href="mailto:Stephen.mothibi@engineeringaces.co.za">Stephen.mothibi@engineeringaces.co.za</a></p>	Physical address:	Postal address:	<b>58 Victoria Road</b>	<b>68 Dealeweg</b>	<b>Willows</b>	<b>Dan Pienaar</b>	<b>Bloemfontein</b>	<b>Bloemfontein</b>	<b>9301</b>	<b>9301</b>
Physical address:	Postal address:										
<b>58 Victoria Road</b>	<b>68 Dealeweg</b>										
<b>Willows</b>	<b>Dan Pienaar</b>										
<b>Bloemfontein</b>	<b>Bloemfontein</b>										
<b>9301</b>	<b>9301</b>										
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>										

Clause	Description
	<p>3. Contract Data,</p> <p>4. Specification Data,</p> <p>5. Standardized Specifications,</p> <p>6. Drawings,</p> <p>7. Bill of Quantities,</p> <p>8. Statutory Regulations,</p> <p>9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</li> </ul>

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p><b>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</b></p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> <li>(i) The Contractor shall himself obtain the Mining Authorization for the sites.</li> <li>(ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</li> <li>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.</li> <li>(iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</li> <li>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010).</li> <li>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</li> <li>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</li> </ul>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b>.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from <b>22-Dec-2023 to 08-Jan-2024 OR AS PER SAFCEC TBA</b>
5.13.1	The penalty for failing to complete the Works is: is <b>R 1 500</b> per Calendar Day
5.14.1	Practical completion is reached when: The completed paving streets can be opened to traffic for use.
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 3 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the contractor. However contractors will be a allocated points for the proposal of social responsibility/social development plan (Form V of returnables) within CITY OF MBOMBELA

## PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description						
1.1.1.9	The <b>Contractor</b> is .....						
1.2.1.2	<p>The Contractor's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... <b>weeks</b> after Commencement Date (site handover).						
6.2.1	<p>The security to be provided by the Contractor shall be <b>one</b> of the following</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate “ Yes” or “ No”</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate “ Yes” or “ No”	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate “ Yes” or “ No”						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

**C1.5      FORM OF GUARANTEE**

## PRO FORMA PERFORMANCE

### GUARANTEE

#### 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.....

"Expiry Date" means.....

#### CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the 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. 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. The Guarantor hereby acknowledges that:
  - 3.1 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;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the 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 4.2;



- 
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
    - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
  5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
    - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
    - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
    - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
  6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
  7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
  9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
  12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

---

Signed	.....
Date	.....
Guarantor's signatory (1)	.....
Capacity	.....
Guarantor's signatory (2)	.....
Capacity	.....
Witness signatory (1)	.....
Witness signatory (2)	.....

**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, Upgrading of Violet Street - Ward 13 and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS  
OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_

NAME (in capitals): 1. \_\_\_\_\_ 2. \_\_\_\_\_

**PART C2            PRICING DATA**



## **C2.1 PRICING INSTRUCTIONS**

## C2.1: PRICING INSTRUCTIONS

- 1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

- 4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

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

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

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

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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<sup>1</sup> The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule 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 COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount  
 : The quantity of an item multiplied by the tender rate of the (same) item Sum :  
 An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square meter-pass
ha	=	hectare
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

## **C2.2 SCHEDULE OF QUANTITIES**

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**C2.2: BILL OF QUANTITIES**

SCHEDULE OF QUANTITIES

C2.2-2 to C2.2-19

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-20 to C2.2-20

## SCHEDULE OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SABS 1200A</b>	<b><u>SECTION 1 : PRELIMINARY AND GENERAL</u></b>				
<b>1.1</b>	<b>8.3</b>	<b>FIXED-CHARGED ITEMS</b>				
1.1.1	PSA8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establishment of facilities on the site:	Sum			
	PSA8.3.2.1	(A) Facilities for Engineer				
1.1.2		(a) Engineers office (No 1)	Sum	1		
1.1.3		(b) Meeting room (No 1)	Sum	1		
1.1.4		(c) Parking (No 4)	Sum	1		
1.1.5		(d) Name board (No 2)	Sum	1		
1.1.6		(h) Survey assistants, equipment and material	Sum	1		
1.1.7	PSAB4.2	(I) Computer facilities complete with printer, modem and telephone connection including 3G connection	Sum	1		
	PAS8.3.2.2	(B) Facilities for the Contractor				
1.1.8		(a) Offices and storage sheds	Sum	1		
1.1.9		(b) Workshops	Sum	1		
1.1.10		(c) Ablution and Latrine facilities	Sum	1		
1.1.11		(d) Tools and equipment	Sum	1		
1.1.12		(e) Water supplies and electric power and communications	Sum	1		
1.1.13		(f) Dealing with water	Sum	1		
1.1.14		(g) Access	Sum	1		
1.1.15		(h) Plant	Sum	1		
1.1.16	8.3.4	Removal of Site Establishment	Sum	1		
1.1.17	PS8.1	Occupational Health and Safety				
		The preparation of risk assessments, safe work procedures, the health & safety plan. Provision of personal protection equipment and clothing and any other health and safety matters according to the specifications for the duration of the contract period.	Sum	1		
<b>1.2</b>	<b>8.4</b>	<b>TIME-RELATED ITEMS</b>				
1.2.1	PSA8.4.1	Contractual requirements.	Month	8		
	PSA8.4.2	Operation and maintenance of Facilities on Site for duration of construction, except where otherwise stated				
	PSA8.4.2.1	(A) Facilities for Engineer				
1.2.2		(a) Engineers office (No 1)	Month	8		
1.2.3		(b) Meeting room (No 1)	Month	8		
1.2.4		(c) Parking (No 4)	Month	8		
1.2.5		(d) Name board (No 4)	Month	8		
<b>TOTAL CARRIED FORWARD</b>					R	-

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						R -
1.2.6		(h) Communication	Month	8		
1.2.7		(i) Survey assistants, equipment and material	Month	8		
1.2.8	PSAB4.2	Maintain computer facilities complete with printer, modem, consumables and call costs.	Month	8		
	8.4.2.2	(B) Facilities for Contractor				
1.2.9		(a) Offices and storage sheds	Month	8		
1.2.10		(b) Workshops	Month	8		
1.2.11		(c) Ablution and Latrine facilities	Month	8		
1.2.12		(d) Tools and equipment	Month	8		
1.2.13		(e) Water supplies and electric power and communications	Month	8		
1.2.14		(f) Dealing with water	Month	8		
1.2.15		(g) Access	Month	8		
1.2.16		(h) Plant	Month	8		
1.2.17	PSA8.4.7	On-site security	Month	8		
1.2.18	C2.1.9	EMP implementation and maintenance	Month	8		
<b>1.3</b>	<b>8.5</b>	<b>PROVISIONAL SUMS STATED BY CLIENT</b>				
	PD2.3	a) Community liaising officer/s (CLO/s)				
1.3.1	PD2.3.1(a)	i) 1xCLO/s salary (R10 000-00/month)	Prov Sum	1	R 80,000.00	
1.3.2		b) Overheads charges and profit on item (a) above	%	1		
1.3.4		c) Skills training and Capacity Building of Municipal Staff	Prov Sum	1	R 150,000.00	
1.3.5		d) Overheads charges and profit on item (c)	%			
1.3.9		f) Reinstatement of Asphalt	Prov Sum	1	R 300,000.00	
1.3.10		g) Overheads charges and profit on item (f) above	%	10		
<b>TOTAL CARRIED FORWARD</b>						R -

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						R -
1.3.5		c) Skills training and Capacity Building of Municipal Staff	Prov Sum	1	R 150,000.00	
1.3.6		d) Overheads charges and profit on item (c)	%			
1.3.9		f) Reinstatement of Asphalt	Prov Sum	1	R 25,000.00	
1.3.10		g) Overheads charges and profit on item (f)above	%	10		
	<b>SANS 1200 A</b>					
<b>1.4</b>	<b>8.8</b>	<b>TEMPORARY WORKS</b>				
	8.8.4	Existing Services				
1.4.1		a) Excavation by hand in all material to expose existing services	m³	25		
1.4.2		b) Temporary protection of services	Prov Sum	1	R 30,000.00	
1.4.3	8.8.5	Cost of Survey in Terms of the Land Survey Act (Provisional Sum)	Prov Sum	1	R 20,000.00	
1.4.4		DCP test along pipe route, 1.2m deep at 50 interval.	No.	30		
<b>1.5</b>	<b>SANS 1200D</b>	<b>ACCOMODATION OF TRAFFIC</b>				
	<b>8.3.12</b>	Road Traffic Signs and Markings				
1.5.1		a) Accommodation of traffic and maintenance of by passes	Sum	1		
1.5.2		b) Existing roads used as bypasses	m	0		
		c) Temporary traffic control				
1.5.3		i) Flagmen	Man-days	60		
1.5.4		ii) Portable Stop and Go signs	No	8		
1.5.5		iii) Amber flashing lights	No	2		
1.5.6		iv) Road signs, TR-series, 1200 in diameter	No	2		
1.5.7		v) Road signs, TW-series, 1524mm sides	No	2		
1.5.8		vi) Road signs, TG series	No	2		
1.5.9		vii) Danger plates and delineators	No	15		
1.5.10		viii) Movable barricades / road sign combination	No	4		
<b>TOTAL CARRIED FORWARD</b>						R -



ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						R -
<b>1.6</b>	<b>SANS 1200A 8.7</b>	<b>DAYWORKS</b>				
		a) Labour				
1.6.1		i) Site Agent	hours	5		
1.6.2		ii) Qualified artisan/s	hours	5		
1.6.3		iii) Qualified mechanic/s	hours	5		
1.6.4		iv) Foreman, leader hand/s	hours	25		
1.6.5		v) Semi-skilled labour/s	hours	24		
1.6.6		vi) Labourer/s (Unskilled)	hours	5		
		b) Planthire: Work rates on Site				
1.6.7		i) Tipper truck/s (size 5.5m³)	hours	16		
1.6.8		ii) Flatbed truck/s (7 ton)	hours	16		
1.6.9		iii) LDV/s	hours	16		
1.6.10		iv) Tractor loader backhoe (TLB)	hours	16		
1.6.11		v) Pedestrian roller/s	hours	8		
1.6.12		vi) Concrete mixer/s	hours	8		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						R -

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2</b>		<b><u>SECTION 2: MAINS RETICULATION LEAKAGE DETECTION AND REPAIR, SECTORISATION AND PRESSURE MANAGEMENT</u></b>				
2.1		a) Supply or hire specialist equipment for the detection of leaking underground water pipes, recording of leak location and size and submission of a report to engineer				
2.1.1		1) Noise correlation	km	40		
2.1.2		2) Ground penetration radar	No.	40		
<b>2.2</b>		<b><u>REPAIR OF MAINS RETICULATION</u></b>				
<b>2.2.1</b>	<b>8.3.1</b>	<b><u>SITE CLEARANCE</u></b>				
2.2.1.1	8.3.1(c)	a) Remove topsoil to depth of 200mm, 2m wide	m²	3,000		
2.2.1.2	8.3.1.1	b) Saw cut, remove and dispose of asphalt and stone crush base up to 200mm thickness	m²	50		
2.2.1.3	8.3.1.2	c) Saw cut, remove and dispose of unreinforced concrete and tiling up to 150mm thickness	m²	50		
2.2.1.4	8.3.1.3	d) Remove and temporarily store paving block units	m²	100		
2.2.1.5	8.3.1.4	e) Remove and temporarily store grass sods	m²	100		
2.2.1.6	8.3.1.5	f) Remove and temporarily store all types of kerbs	m	50		
<b>2.2.2</b>	<b>8.3.2</b>	<b><u>EXCAVATIONS</u></b>				
		Excavate in all materials for trenches, backfill, compact, and dispose of surplus / unsuitable material for the following diameters:				
2.2.2.1		a) 75 mm diameter	m	1500		
2.2.2.2		b) 110 mm diameter	m	150		
2.2.2.3		c) 160 mm diameter	m	50		
2.2.2.4		d) 250 mm diameter	m	40		
2.2.2.5		e) 300< mm diameter	m	30		
	8.3.2 (b)	Extra-over items (8.3.1(a)) for				
2.2.2.7		i) Intermediate excavation	m³	50		
2.2.2.8		ii) Hard rock excavation (including using chemical & mechanical breakers)	m³	50		
2.2.2.10	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m³	50		
<b>2.6</b>	<b>SABS1200L</b>	<b><u>PIPES</u></b>				
		Supply, lay, bed and test pipes of the following diameters; 200mm diameter pipe types including short lengths of mPVC Class 12 pipes with a bolt-less coupling system approved by Johannesburg Water (JW).				
		mPVC Class 12				
2.6.1		a) 110 mm diameter	m	1150		
2.6.2		b)160 mm diameter	m	220		
2.6.3		c) 200 mm diameter	m	50		
2.6.4		d) 250 mm diameter	m	60		
2.6.5		mPVC Class 12				
2.6.6		1) 315 mm diameter steel flanged pipes	m	20		
2.6.7		2)100 mm diameter	m	30		
2.6.8		3)150 mm diameter	m	50		
		VJ Adaptor Couplings / Joints				
		a) 110mm dia	No.	5		
2.6.9		b) 160mm dia	No.	2		
2.6.10		c) 200mm dia	No.	0		

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2.6.12		d) 250 dia	No.	0		
2.6.9		e) 315mm dia	No.	0		
		Repair Couplings				
2.6.10		a) 75- 110mm	No.	30		
2.6.11		b) 160-250mm dia	No.	15		
2.6.12		Victaulic Clamps				
		a) 75- 110mm	No.	30		
		b) 160-250mm dia	No.	15		
2.6.13		a) 315mm dia.	No.	5		
		Flanged Adaptor CI for use with mPVC pipes				
<b>2.3</b>		<b><u>SECTORISATION AND PRESSURE MANAGEMENT</u></b>				
2.3.1		Arrange for shutdowns	No.	2		
2.3.2		Excavate,lay,backfill and compact,and make good	m³	400		
2.3.3		Locate pipe,cut,supply and install blank flanges	No.	30		
2.3.4		Remove existing valve	No.	80		
		Uplift and Dispose off site redundant pipes				
2.3.5		a) 50 to 150mm dia.	m	1100		
2.3.6		b) 200 to 300mm dia.	m	250		
		Disconnect existing pipes and fit end cap complete				
2.3.7		a) 75mm	No.	20		
2.3.8		b) 110mm	No.	15		
2.3.9		c) 160mm	No.	5		
2.3.10		d) 200mm	No.	5		
2.3.11		e) 300mm	No.	5		
2.3.12		Connections of new networks to existing				
		a)160 mm diameter mPVC to 350 mm Steel diameter complete with fittings and specials	No	5		
		b)160 mm diameter mPVC to 350 mm AC diameter complete with fittings and specials	No	1		
		c)160 mm diameter mPVC to 500 mm AC diameter complete with fittings and specials	No	2		
<b>2.4</b>		<b>VALVES</b>				
8.2.3		The supplying, handle, lay, bed of valves with couplings in valve box. Complete with cutting of pipes and valve testing. CI gate to SABS				
2.4.2		a) 75 mm diameter	No.	15		
		b) 110 mm diameter	No.	10		
		c) 160 mm diameter	No.	5		
		d) 250 mm diameter	No.	2		
2.4.3		e) 300< mm diameter	No.	2		
8.2.3		Supplying, handle, lay, bed of valves with couplings in valve chambers. Complete with cutting of pipes and valve testing. CI gate valves to SABS 0664, Class 16, ends flanged for steel pipes				
2.4.5		a) 200mm dia.	No.	5		
2.4.6		b) 250mm dia.	No.	5		
2.4.7		c) 400mm dia.	No.	1		
2.4.8		d) 600mm dia.	No.	1		
<b>2.5</b>		<b>PRESSURE REDUCING VALVES (PRVs)</b>				
2.5.1		a) Locate existing PRVs to be replaced.	No.	30		
		b) Provision and installation of new PRV where existing are				
2.5.2		1) 200 mm diameter	No.	3		
2.5.3		2) 160 mm diameter	No.	3		

2.5.4	3) 110 mm diameter	No.	4		
	4) 75 mm diameter	No.	5		
2.5.5	c) Locating and exposing existing pipes for installation of new PRVs	No.	10		
<b>2.6</b>	<b>Data logging and evaluation Supply, Installation of a remote monitoring of pressure Using Data Loggers linked to a web-based Platform</b>				
2.6.1	1) Fire hydrants as Instructed by Engineer	No.	15		
2.6.2	2) Pressure Reducing Valves as Instructed by Engineer	No.	10		
2.6.3	3) Water Tapping Point as Instructed by Engineer	No.	35		
<b>TOTAL CARRIED TO SUMMARY</b>					

<b>3</b>		<b>SECTION 3: METER INSTALLATION</b>				
<b>3.1</b>	<b>SANS1200L</b>	<b>BULK NEW METERS</b> Provision and installation of bulk Meinecke WPD meters complete with logging facilities. Installation as per drawing				
3.1.1		a) 40mm dia. Pipe	No.	5		
3.1.2		b) 80mm dia. Pipe	No.	5		
3.1.3		c) 100mm dia. Pipe	No.	5		
3.1.4		d) 150mm dia. Pipe	No.	1		
3.1.5		e) 250mm diameter pipe	No.	1		
3.1.6		Fittings marker posts	No.	4		
<b>3.2</b>		<b>EXISTING METERS</b> Location, inspection and removal of existing bulk meters				
3.2.1		a) Location and inspection of existing bulk meters	No.	15		
3.2.2		b) Removal of existing bulk meters	No.	15		
<b>3.3</b>		<b>MANHOLES</b> Bulk meter chamber construction				
3.3.1		a) Bulk meter chamber construction	No.	4		
3.3.2		b) Extra-over for bulk meter chamber construction exceeding 2.5m depth Supply on concrete support Vent-o-Mat Series RBX airvalves, complete including pipe sections, valve, valve testings and chamber, as per applicable drawing.	No.	4		
3.3.3	8.2.3	a) DN80, PN16	No.	5		
3.3.4		b) DN50, PN16	No.	5		
<b>3.4</b>	<b>SABS1200L</b>	<b>SPECIALS AND FITTINGS</b> Pipe flanged at both ends				
3.4.1		a) 40mm dia. Pipe	No.	10		
3.4.2		b) 80mm dia. Pipe	No.	10		
3.4.3		c) 100mm dia. Pipe	No.	10		
3.4.4		d) 150mm dia. Pipe	No.	2		
3.4.5		e) 250mm diameter pipe	No.	2		
3.4.6		Puddle Pipes				
3.4.7		a) 40mm dia. Pipe	No.	10		
3.4.8		b) 80mm dia. Pipe	No.	10		
3.4.9		c) 100mm dia. Pipe	No.	10		
3.4.10		d) 150mm dia. Pipe	No.	2		
3.4.11		e) 250mm diameter pipe	No.	2		
3.4.12		Flanged Y-type Strainer				
3.4.13		a) 40mm dia. Pipe	No.	5		
3.4.14		b) 80mm dia. Pipe	No.	5		
3.4.15		c) 100mm dia. Pipe	No.	5		
3.4.16		d) 150mm dia. Pipe	No.	1		
3.4.17		e) 250mm diameter pipe	No.	1		
<b>TOTAL CARRIED FORWARD</b>						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		Gate Valve				
3.4.17		a) 40mm dia. Pipe	No.	5		
3.4.18		b) 80mm dia. Pipe	No.	5		
3.4.19		c) 100mm dia. Pipe	No.	5		
3.4.20		d) 150mm dia. Pipe	No.	1		
3.4.21		e) 250mm diameter pipe	No.	1		
<b>3.5</b>	<b>SABS 1200 DB</b>	<b>EXCAVATION FOR BULK METER BOXES</b>				
3.5.1	8.3.2(a)	a) Excavate in all materials and use for embankment or backfill or dispose	m³	1		
	8.3.2(b)	b) Extra-over item for				
3.5.3		i) Intermediate material	m³	3		
3.5.4		ii) Hard rock material (including chemical & mechanical rock breaking)	m³	3		
		Overhaul (Not Applicable)				
<b>3.6</b>		<b>Domestic Meters</b>				
		Supply, Installation of meter, supply of associated fittings, excavate, install, test and backfill.				
3.6.1		Filler type above ground meter installation as per drawing	No.	400		
TOTAL CARRIED SUMMARY						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION 4 : TELEMETRY</u></b>				
4.1		a) Supply, Install and commissioning- Telemetry equipment as instructed by Engineer	Prov Sum	1		R 350,000.00
		b) Overheads charges and profit on item (a) above	%	1		
4.2		Upgrade Maintenance on Telemetry sites as Instructed by Engineer	No	10		

	SUMMARY OF BILL OF QUANTITIES	
DESCRIPTION		AMOUNT
SECTION 1 :	PRELIMINARY AND GENERAL	
SECTION 2:	MAINS RETICULATION LEAKAGE DETECTION AND REPAIR, SECTORISATION AND PRESSURE MANAGEMENT	
SECTION 3:	METER INSTALLATION	
SECTION 4:	TELEMETRY INSTALLATIONS	
	SUB TOTAL 1	
	ADD: 10% CONTINGENCIES	
	SUB TOTAL 2	
	ADD: 15% VAT	
	TOTAL CONSTRUCTION COSTS	



**PART C3            SCOPE OF WORKS**

## PART C3: SCOPE of WORK

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## C3.1: DESCRIPTION of WORKS

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer requires the implementation and construction of Water Conservation and Demand Management Interventions within the area of Hazyview.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The project would entail the implementation and improved control on demand to meet target through improved efficiency and the reduction of water losses and non-revenue water (NRW).

#### **C3.1.3 EXTENT OF WORKS**

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- Maintenance of existing Telemetry System
- Replacement of existing Telemetry System
- Training and Capacity Building to Municipal Staff
- Leakage Repair
- Remote Monitoring of Water Supply
- Domestic Water Meter Replacement
- Bulk Water Meter Replacement
- Top Water Consumers Meter Replacement
- Flow Control Valves Maintenance and Replacement
- Pressure Management and Sectorization

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

#### **C3.1.4 LOCATION OF THE WORKS**

The project area is within the Hazyview which falls under the jurisdiction of the City of Mbombela municipality in Mpumalanga Province. The area comprises of an Adopted Population 4 537 with the total of 1 363 Adopted Households.

The GPS coordinates are shown in the Table below:

Table: GPS coordinates for Hazyview Township

Position	South Coordinate	East Coordinate
Hazyview	-25.050814	31.130005

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**C3.1.5 TEMPORARY WORKS**

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

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**C3.2: ENGINEERING**

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**C3.2 ENGINEERING****C3.2.1 DESIGN**

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

**C3.2.2 EMPLOYER'S DESIGN**

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

**C3.2.3 CONTRACTOR'S DESIGN**

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

**C3.2.4 DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

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No	DRAWING NUMBER	DRAWING TITLE	PURPOSE
1	STD_DWG-W14	Customer Above Ground Meter Installation	FOR TENDER
2	STD_DWG-W15	Domestic Water Meter Installation	FOR TENDER
3	STD_DWG-W16	Domestic Above Ground Meter Installation	FOR TENDER
4			FOR TENDER

**C3.2.5      DESIGN PROCEDURES**

Not applicable.

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## **C3.3: PROCUREMENT**

### **C3.3 PROCUREMENT**

#### **C3.3.1 PREFERENTIAL PROCUREMENT**

##### **C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

##### **C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works**

- a) Site Clearance

However, local subcontractors should be considered provided they are capable.

##### **C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

##### **C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

##### **C3.3.2.4 Attendance on subcontractors**

Not applicable.



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## C3.4: CONSTRUCTION

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Works specifications**

The applicable “Standard Specifications” shall be the document “Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005”, read together with the Particular Specifications.

Bidders, Contractors and Sub-Contractors shall obtain their own copies of the document “Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005”, for tendering purposes and for use for the duration of the Contract from the Sekhukhune District Municipality and shall bear all expenses in this regard.

The Standard Specifications have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this Contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this Contract.

The Standard Specifications for all associated civil work applicable to this contract shall be:

SANS 1200A	: GENERAL
SANS 1200 AB	: ENGINEER'S OFFICE
SANS 1200 C	: SITE CLEARANCE
SANS 1200 DA	: EARTHWORKS (small works)
SANS 1200 DB	: EARTHWORKS (pipe trenches)
SANS 1200 DM	: EARTHWORKS
SANS 1200 GA	: CONCRETE (small works)
SANS 1200 L	: MEDIUM PRESSURE PIPELINES
SANS 1200 LB	: BEDDING (pipes)
SANS 1200 LC	: CABLE DUCTS
SANS 1200 LD	: SEWERS
SANS 1200 LE	: STORMWATER DRAINAGE
SANS 1200 LG	: PIPE JACKING
SANS 1200 M	: ROADS GENERAL
SANS 1200 ME	: SUBBASE
SANS 1200 MF	: BASE
SANS 1200 MG	: BITUMEN SURFACE TREATMENT
SANS 1200 MH	: ASPHALT BASE AND SURFACING
SANS 1200 MK	: KERBING AND CHANNELLING
SANS 1200 MM	: ANCILLARY ROADWORKS
SANS 0306	: LEAKAGE DETECTION
SANS 752	: FLOAT VALVE
SANS 1006	: BALL FLOAT
SANS 226	: STOP TAP
SANS 0252 (Part 1)	: WATER SUPPLY INSTALLATIONS FOR BUILDINGS
SANS 62-1 & SANS 719	: PIPES

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These Specifications are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:

1 Dr Lategan Road  
Groenkloof  
PRETORIA

Postal Address:

Private Bag X191  
PRETORIA  
0001

Telephone:

National: (012) 428 7911  
International: + 27 12 428 7911  
Email: sales@sabs.co.za

Telefax:

National: (012) 3441568  
International: + 27 12 344 1568

### **C3.4.2 Site Facilities**

#### **1. Water Supply**

Potable water supply available

A reticulated potable water supply is to be installed as part of the Contract. The current tariffs applicable are available from the water and sanitation division. The Contractor can only draw water from fire hydrants specified by the municipality in exceptional circumstances and then only after written authority had been granted. When permission is granted, the water must be drawn through a metered stand pipe issued by the water and sanitation division.

The Contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delay so caused will be considered.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

#### **2. Electricity power Supply**

The Contractor shall make his own arrangements for the supply of electricity power to suit his own and the Employer's Agent's requirements and operations. The cost of providing connections any transformer sub-stations and switch gear, generators fuel and and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

The cost of electric power consumption for construction, rock drilling. Machinery operations a lighting, ventilation and domestic use are to be included in the rates in the schedule of Quantities for the various

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construction and operations.

**3. Access Roads**

Where the locality of works requires it, the Contractor shall grade or construct. And keep in good and constant repair, temporary access roads connecting public roads in the vicinity with the works. Such roads must be of a sufficiently high standard for reliable access of heavy transport vehicle in all weathers and shall communicate with all parts of the works.

**4. Use of Site**

All notice boards. Sign boards and advertisement at the site shall be subject to the Employer's Agents approval. The Contractor shall take all precautions to preserve trees other than those which, of necessity, must be removed for the purpose of fulfilling the Contract.

The Contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all necessary steps and precautions to prevent the pollution of the surrounding area by his employees or animals in any way. These steps and precautions shall be to the satisfaction of the Employer's Agent and Medical Officer of Health of Madibeng.

**5. Precautions against Nuisance**

The Contractor's attention is drawn to the fact that operations are being conducted in a semi-urban area and in the presence of traffic. Special precautions must be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

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Plant used on the works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 7H00 am and 5H00 pm. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent.

Whenever machinery is excavating or loading material which is liable to form a dust nuisance, an effective method of spraying water over the cut area and loaded material shall be installed. Tarpaulins shall be provided to cover trucks and prevent dust blowing from loads during transport.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads of completed construction by trucks transporting muddy material. The Employer's Agent may order the Contractor continuously to broom off and clean roads where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

## **6. Sanitary Accommodation**

The Contractor shall provide, maintain, move to position as required and finally remove proper sanitary accommodation at each work. Front sanitary accommodation shall be properly screened and its use strictly enforced. The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Employer's Agent as being convenient for the person whose use it is intended.

The sanitary accommodation provided must be adequately ventilated. Properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall make arrangements for the provision of the sewer connection in the case of water closets or the removal of pails in the case of pail closets.

The Contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item the schedule of Quantities.

## **7. Work in Servitudes**

The Contractor shall give 7 days' advance notice to both the Employer's Agent and the property owner of his intention to commence work in servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property.

The Contractor shall take all necessary precautions for the protection of person's livestock, buildings and property. The soil shall be kept segregated and all gardens, fences, path etc. shall be reinstated to their former condition.

Where acquisition of servitude has been finalized it may not be possible to obtain continuity of the work. The Contractor will be required temporarily to omit such sections until instructed that the work may proceed.

No extra payment will be made to the Contractor should it be necessary to omit sections and return to them later. It is not intended, however, that the Contractor should be called upon to return to the Site after all

other sections of the Contract have been completed and the Contractor has removed his plant and equipment.

Trees removed in servitude shall remain the property of the stand owners if required by them.

#### **8. Access to Premises**

The Contractor shall maintain adequate access to all public and private properties at all times unless otherwise sanctioned by the Employer's Agent. Details of the proposed methods of providing access shall be submitted to the Employer's Agent for approval before such access is restricted. Any claims arising from impeded access shall be wholly the responsibility of the Contractor.

Provision shall be made to allow sanitary services to stand to be unimpeded.

Where necessary to permit access or egress, the Contractor shall provide for the laying of planks or other excavated and filled works or even concrete or asphalted surfaces in order to protect the work from damage.

Vehicular access shall be maintained to properties at the end of each day's work unless the Contractor as made alternative arrangement with the owners.

#### **9. Waterways**

Free waterways shall be maintained in gutter, drains streams. Etc. and existing conditions shall not be changed by deposition spoil in waterways or by diverting water into private property

The Contractor shall settle all claims and make good any damage at his own expense should flooding of public property occur through waterways being obstructed or diverted as a result of his operations.

#### **10. Permits and wayleave**

The Contractor shall be responsible to obtain all the wayleave required under this Contract. A separate payment item has been included under Section 1200 A of the Schedule of Quantities to compensate the Contractor for all his expenses to obtain the wayleave.

The wayleave to be obtained by the Contractor consists mainly of the following:

### **C3.4.3 Features requiring special attention**

#### **(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

#### **(b) Testing and quality control**

##### **(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The test results for tests conducted each month shall be submitted together with the interim payment certificate for that month. Failure to conduct the tests as per the specifications will result in non-payment of the Contractor's claim until such tests are conducted and results certified to have met requirements.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer. All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

##### **(II) ADDITIONAL TESTING REQUIRED BY THE ENGINEER**

In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

##### **(III) COSTS OF TESTING**

###### **(a) Tests in terms of subclause C3.4.2.5(c)(i)**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (eg re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

**(b) Additional tests required by the Engineer**

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor

**(c) Sub-Contract's**

All matters pertaining to Sub-Contract's (including Nominated Sub-Contract's) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all Sub-Contract work being an integral part of the Works for which the Contractor is responsible. The Employer must be supplied with a copy of the contract/agreement for records.

The Engineer will not liaise directly with any Sub-Contract's nor will he issue instructions concerning the Sub-Contract works directly to any Sub-Contract.

All matters arising from the Sub-Contract agreements shall be dealt with directly between the Contractor and the Sub-Contract's and the Employer's Agent will not become involved.

**(d) Opening up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

**C3.4.4 Plant and construction equipment**

**The Contractor is encouraged to hire plant and construction equipment from local community where possible.**

All items of plant used on the works shall be approved, mordent, efficient plant, well suited to the purpose for which the Contractor uses them and shall be properly maintained items of plant which leak oil or which, in the opinion of the Employer's Agent's generate excessive noise, smoke, or other nuisance shall be removed from the works. The Employer's Agent's decision in this respect shall be final and binding upon the Contractor

All vehicles used on the works are to be sound mechanical condition and shall conform to and be operated in accordance with the Northwest Provincial Ordinance and the Northwest Provincial Road Traffic regulations. All vehicles must be fully insured against accident or loss including third party risk and the Contractor shall produce evidence of this if required by the Employer's Agent.

The Contractor shall be deemed to have established the extent to which mechanical plant can be used for excavating and refilling before the submission of its tender. The Employer's Agent's authority to use mechanical plant will not be unreasonably withheld, but if in the Employer's Agent's opinion, circumstances exist which make it desirable that the use of plant should be suspended either temporarily or permanently, the Contractor shall change the method of performing the work affected at his own cost and he shall be deemed to have no cause for claim if any order issued by the Employer's Agent results in the mechanical plant having to stand idle for a period of any duration whatsoever or having to be removed.

In particular, where it is impossible due to proximity to existing structures or services to excavate except by hand methods then in such cases it shall be deemed reasonable for the purpose of this clause for the Employer's Agent to withhold authority to use mechanical plant.

#### **C3.4.4.1 Facilities provided by the Contractor**

##### **(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidded Preliminary and General items until the facility has been provided or restored as the case may be.

##### **i). Office accommodation**

The Contractor shall provide on the Site One office for the exclusive use of the Engineer. Such office shall comply with and be furnished in accordance with the requirements of subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SANS 1200 AB. Such office accommodation shall be provided within the Contractor's site establishment facilities.

##### **iii). Contract nameboards**

The Contractor shall provide, erect and maintain one Contract name board at such positions and locations as are directed by the Employer's Agent, in accordance with the requirements set out in SANS 1200 AB (as amended).

The Contractor shall before order or manufacturing any such Contract nameboard, obtain the Employer's Agent's written approval in respect of all names and wording to appear on the Contract nameboard.

##### **iv). Survey equipment and assistants**

###### **• Survey equipment**

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod.
- 1 metric levelling staff with protective cover bag.
- 6 ranging rods.
- 1 100 metre Stilon tape measure.
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

###### **• Survey assistants**

The Contractor shall, in accordance with the requirements of subclause 5.5 of SANS 1200 AB, make available to the Engineer, two (2) survey assistants.



vi). All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system. The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 10
- (b) MS-Office business/ Microsoft 365
- (c) Laptop -i7;16GB RAM; 500GB; SSD or 1TB HDD

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

vii). Electricity supply for the Engineer

All electricity supply to the Employer's Agent office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

viii). Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

ix). Housing for Employer's Agent Representative (Example only)

The Engineer will provide housing for the Employer's Agent Representative. The housing and the relevant services and local authority rates and charges shall be paid by the Contractor on the written instruction of the Engineer, from a Prime Cost Sum included in Section 1200 A of the Schedule of Quantities for this purpose.

The Contractor is entitled to a percentage of the value of each payment to the Engineer to cover his expenses in this regard. (See item PSA 8.6.)

### **C3.4.5 Materials**

#### **3.4.5.1 General**

All material supplied shall be to SANS, JASWIC and the General Managers applicable specification as amended or where no such specification, to the approval of the Employer's Agent. Specification not contained in the document may be examined by arrangement at the water and sanitation Division. It will be required from each Contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the Contract to the Employer's Agent for his approval

#### **C3.4.5.2 Storage**

All materials shall be stored in storage areas which shall be agreed by Employer's Agent and shall be fenced with 1, 8 m high chain link fencing and a lockable gate. Pipes shall be stacked off the ground. Pipes shall be covered to prevent deterioration through ultra-violet attack.

### **C3.4.6 General Matters**

#### **1. Consumer Complaints**

Save in respect of the liability arising from clause 21, the Contractor's responsibility in respect of no water or poor pressure complaints arising out of the execution of the Contract shall be limited to ensuring that an adequate cold-water supply exists to the complainant's property.

#### **2. Advertisement in the Media and Notifications to consumers**

The Employer's Agent will arrange any media advertisement necessary for warning the public of any shut down of supply necessary, in his opinion, for the proper execution of the works. The Contractor must however, give at least 14 (fourteen) days' notice to the Employer's Agent of his requirements in the respect. Specifically, media advertisements will be arranged when the number of consumers affected by a shutdown is such that issuing notices to individual consumers as provided hereunder is impracticable. Planned interruptions of water supply shall only be permitted between 09h00 and 15h00 unless otherwise authorized in writing by the Employer's Agent.

The Contractor shall give all consumers affected at least 24 hours' notice in writing of his proposals in regard to every planned interruption of water supply necessary for the execution of his work. Failure to do will result in the suspension of work for a period as determined by the Employer's Agent.

The Contractor shall give written notice to all consumers adjacent to the planned route of work to be done. This notice shall be given well in advance of the starting date of construction. The notice will inform the residence that all grass, irrigation and valuable must be removed beforehand.

#### **3. Use of Explosives**

Explosiveness shall not be used without the written permission of the Employer's Agent. A procedure must be issued prior to the works for approval by the Employer's Agent.

### **C3.4.7 Construction Issues**

#### **1. Excavation, backfilling and reinstatement**

Excavation, backfilling and reinstatement shall be carried out in accordance with the project specification and the standard specification for municipal civil Engineer work all excavations shall be performed in terms of the construction Regulation 2014 of the occupational Health and safety Act.

#### **2. Clearing and Grubbing**

If any paving is to be removed to place the new water pipeline in position the rate for the breaking out and removal of the paving shall be claimed under 8.3.2.1 section 1200D in the schedule of Quantity. No clearing and grubbing will be paid where the new pipelines are to be laid on the sidewalk (area between the road and the erf boundary fence)

It must be noticed that the area between the erf boundary and the road must be clean, with no stones or rocks which can damage any machine used to cut the lawn

#### **3. Excavations**

##### **a) Trenches - General**

Trenches shall be back filled level with adjacent surfaces immediately after completion of pipe laying. Should pipe laying not be complete before is due to cease for the day the Employer's agent shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractor's rates for excavation.

Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surface. Damage to any surfaces beyond the trench widths specified shall be repaired at the Contractor's expense.

b) Trenches Across Roads

Even if a trenching machine is used road surfaces shall first be cut with a diamond tipped saw or other approved method. After the trench has been backfilled and compacted the road surface has to be cut again, 200mm from the edge on both sides of the trench.

The length of premix cut shall be measured and paid for under the relevant item on the bill. Section 1200D as provided in the schedule of Quantities. The complete closure of any road shall not be permitted without the written consent of the Employer's Agent.

During the time that the trenches have been backfilled and the time that the Municipality reinstates the road surfaces, the Contractor will be responsible for the maintenance on the road.

The trench will be backfilled above the selected material with G4 material in 150mm layers stabilized with 3% cement, compacted to 95% MOD AASHTO and paid for under relevant item on the bill. Section 1200D as provided in the schedule of Quantities. No haulage will be paid separate but the rate for haulage must be included in 8.2.5 Section 1200LB.

c) Trenches – Paving and driveways act

The last 450mm of backing in the trench will be done with G4 material compacted to 95% MOD AASHTO payment will be in accordance with 8.3.21. Section 1200D, no haulage is payable.

d) Removal of Excavated Material

Excavated material shall not remain on the work site for more than 48 hours

The Contractor's scheduled rates shall cover the cost of complying with this restriction including inter alia the cost of removing off site to temporary and then returning to site, excavated material suitable for use as backfill or bedding. No haulage will be paid separately but the rate for haulage must be included in 8.2.5. Section 1200LB.

e) Maintenance of Excavations

Existing mains are in general local at a cover depth from 0,6m to 1,5m and excavation to at least this depth will be required for tie-ins etc.

The Contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and this responsibility shall be in no way diminished by any instruction by the Employer's Agent to take additional or improved protected or precautionary measures

It should be noted by Bidders that plastic tape is not regarded as adequate protection around excavations and its use for that purpose shall not be allowed.

Barricades with two (2) horizontal bars will be used. The top bar must be at least 1.2m high. Both bars must be chevron painted-red white. The rate must include full compensation for the moving and maintenance of all barricades for the duration of the Contract.

f) Classification For Excavation Purposes

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

**TABLE 1: Classification Of Materials**

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

g) Depth of Exactions

The minimum cover to new mains shall be 1 200mm.

h) Intermediate Material

Intermediate material will be classified as material where the use of pneumatic tools such as paving breakers before removal.

i) Hard Material

Hard material will be classified as material where mechanical plant, such as compressors and jackhammers or blasting is required.

**4. Testing of Backfill Material**

The compacted density of the backfill material shall be in accordance with section 202 of the standard specification.

If the required compacted density cannot be achieved with the excavated material, G4 material will be imported and compacted to the required density for base layers. Payment will be made under 8.3.21. Section 1200D of the Standard Specification and no haulage will be paid separately, but the rate for haulage must be included in 8.2.5. Section 1200LB

The Contractor will be required to submit at least 3 lab tests for compaction, or as required by the Employer's Agent, per block completed and one per road crossing. No payment will be approved if the tests have not been included in the rates. No additional payment will be done for the compaction tests.

## **5. Reinstatement**

The Contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The Contractor shall take cognisance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the Contractor.

## **6. INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION**

The Contractor shall call for an inspection of the works at the following remediate stages of construction.

- I) After completion of the trench excavation and of the trench bottom, and before any pipe is laid
- II) After the selected backfill, material has been placed around the pipe; and before the remainder of the trench is backfilled.

Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of work for a period as determined by the Employer's Agent.

## **7. EXTENSION OF TIME DUE TO UNPREDICTABLE WEATHER CIRCUMSTANCES**

Extension of time will not be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be calculated in accordance with Sub-Clause 5.12.2.2 method 1 of the special Conditions of Contract.

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the Contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ ."

For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.

## **8. PIPE AND MANHOLE TESTS**

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. T Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. 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.

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

## **9. Replacement of Leads (Pipe Jacking)**

### **a) Trenchless Construction**

A horizontal boring or auger machine shall be used for the installation of pipes under paved surfaces and road crossing where soil condition permits any plant used for the purpose of demonstrating whether trenchless construction is practical or not shall be in good order. Where soil conditions preclude the use of boring or auger machines under paved surfaces and road crossing. Leads shall be installed by open trenching.

Approval for open trenching must be obtained from the Employer's Agent under these circumstances' trenches shall be backfilled immediately after completion of pipe laying should pipe laying not be complete before work is due to cease for the day, the Employer's Agent shall be entitled to instruct the Constructor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractors rates for excavation.

If a trenching machine is used for road crossing. The road shall first be cut with a diamond tipped saw or other approved method, all trenches across the road shall be cut at right angles to the kerb. Damage to the road surface beyond the trench widths specified shall be repaired at the Contractors expense.

The length on premiss cut shall be measured and paid for under item providing for in the schedule of quantities (refer to 8.3.2.1 Section 1200d)

### **C3.4.8 Contractor's Employees**

#### **1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS**

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment Contracts.

#### **1.1 Employment Contracts**

The Contractor shall enter into an employment Contract with every one of his/her employees, including short-term Contracts i.e., Contracts in which employment commencement and employment termination dates are specified. Short-term employment Contracts will also apply an employee employed for only one day (see proforma Contract on Annexure 1).

#### **1.2 Normal working hours**

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

### **1.3 Minimum wages**

Minimum wages shall be according to the Government Gazetted rates for the Department of Labour. For a full day's work, the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

### **1.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g., arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

### **1.5 Short time resulting from inclement weather**

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

### **1.6 Vacation leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

### **1.7 Family responsibility leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

### **1.8 Maternity leave**

At least four (4) months unpaid leave.

## **1.9 Sick leave**

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

## **1.10 Piece work**

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment Contract by giving notice of termination of not less than:

- i. On short period Contract s i.e., a Contract which states from which date work employment commences and on which day employment terminates, the terms of the employment Contract shall apply;
- a. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- ii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iii. Four (4) weeks if employee has been employed for more than one year.

## **2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N<sup>o</sup> R63 of 25 January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

### **2.1 Terminology**

- (a) "Department" means any department of the State, implementing agent or Contractor;
- (b) "Employer" means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "Workers" means any person working in an elementary occupation on a SPWP;
- (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "Management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "Task" means a fixed quantity of work;



- (g) "Task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "Task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "Time-rated worker" means a worker paid on the basis of the length of time worked.

## **2.2 Terms of Work**

- 2.2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

## **2.3 Normal Hours of Work**

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

## **2.4 Meal Breaks**

- 2.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 2.4.2 An employer and worker may agree on longer meal breaks.
- 2.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 2.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **2.5 Special Conditions for Security Guards**

- 2.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 2.5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **2.6 Daily Rest Period**

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

## **2.7 Weekly Rest Period**

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

## **2.8 Work on Sundays and Public Holidays**

- 2.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 2.8.2 Work on Sundays is paid at the ordinary rate of pay.
- 2.8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 2.8.4 A time-rated worker who works on public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

## **2.9 Sick Leave**

- 2.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 2.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a Contract.
- 2.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 2.9.4 Accumulated sick-leave may not be transferred from one Contract to another Contract.
- 2.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 2.9.6 An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- 2.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 2.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 2.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 2.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

## **2.10 Maternity Leave**

- 2.10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 2.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 2.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 2.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 2.10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
  - (c)
    - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - ii. if agreed to between employer and worker; or
  - (d) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 2.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 2.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **2.11 Family Responsibility Leave**

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

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

## **2.12 Statement of Conditions**

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

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

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

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

## **2.13 Keeping Records**

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

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

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

## **2.14 Payment for the Labour-Intensive Component of the Works**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.

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

2.14.2 A task-rated worker will only be paid for tasks that have been completed.

2.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the employer.

2.14.4 A time-rated worker will be paid at the end of each month.

2.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

2.14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

2.14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;

- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

2.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

2.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## **2.15 Deductions**

2.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

2.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

2.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

2.15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

## **2.16 Health and Safety**

2.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

2.16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

## **2.17 Compensation for Injuries and Diseases**

2.17.1 It is the responsibility of the employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

2.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

2.17.3 The employer must report the accident or disease to the Compensation Commissioner.

2.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **2.18 Termination**

2.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

2.18.2 A worker will not receive severance pay on termination.

2.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.

- 2.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.
- 2.18.5 A worker who does not attend required training events, without good reason will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **2.19 Certificate of Service**

On the termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

## **2.20 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

## **2.21 Provision of Hand tools**

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

### **2.21.1 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

## **3. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

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

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

**TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the Contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard or part qualification.

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [Gerard@ceta.co.za](mailto:Gerard@ceta.co.za), tel: 011 265 5900)

#### **4. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

##### **4.1 Requirements for the Sourcing and Engagement of Labour**

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

4.1.2 The rate pay set for the SPWP is R R191.60 per per day.

4.1.3 Tasks established by the Contractor must such that:

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

4.1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.3.

4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be

given to people with previous practical experience in construction and / or who come from households:

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

4.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is at least 35% of local labour and in the following proportions:

- (a) 55 % women;
- (b) 55 % youth who are between the ages of 18 and 35; and
- (c) 2 % on persons with disabilities.

## **4.2 Specific Provisions Pertaining to SANS 1914-5 2002**

Definitions:

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

4.2.2 Contract participation goals

4.2.2.1 there is no specified Contract participation goal for the Contract. The Contract participation goal shall be measured in the performance of the Contract to enable the employment provided to targeted labour to be quantified.

4.2.2.2 The wages and allowances used to calculate the Contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

4.2.3 Terms and conditions for the engagement of targeted labour

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

4.2.4 Variations to SANS 1914-5

4.2.4.1 The definition for net amount shall be amended as follows:

Financial value of the Contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the Contractor.

4.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal trainings provided to targeted labour.

## **4.3 Training of Targeted Labour**

A suitably capable Training consultant (consultants based within SDM are to be given first preference) is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community-based labour
- ii) Employer Training – community-based Contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

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

4.3.2 The cost of the formal training of targeted labour, shall be measured and paid for in the

schedule of quantities of this Contract Document.

4.2.4.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

4.2.4.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 4.3.4 above.

4.2.4.5 Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Typical training that will be given by the Training Consultant is:

i) Community based Contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plans, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning Contract activities, Contract planning, executing a Contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again, the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. Allowance needs to be made for wages, food or travelling during training.

Training of community-based Contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community-based Contractors.

## **5. COMMUNITY LIAISON OFFICER**

**5.1** The successful Bidder shall enter into an agreement with the Ward Councilor/Ward Committee whereby the Ward Councilor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

**5.2** The CLO shall attend all site and other meetings concerning the project.

**5.3** The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Salary per month = R 10 000.00

**5.4** Only one CLO shall be appointed per project. If the project spans over more than one Ward or villages, the relevant Ward Councilors shall agree on one CLO to be appointed by the Contractor.



Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

- 5.5** Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councilor(s) and the CLO to resolve such difficulties.
- 5.6** The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-Contract.
- 5.7** Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

## **6 Existing services**

The Contractor shall protect all existing services

## **7 Site establishment**

### **a) Contractor's Camp site**

The Contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense. No trees may be removed and the Contractor must provide his own firewood.

After completion of the Contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before the certificate of practical completion shall be issued.

### **b) Water Supply**

The Contractor shall make his own arrangement for potable and construction water. It shall be the responsibility of the Contractor to apply for a water connection for his site camp. The Contractor shall be responsible for payment of all water used. Although there are water reticulation pipes in the village, the water supply is not consistent and water from the Steelpoort river may be used for construction purposes. Water quality shall be verified before use in concrete is allowed.

### **c) Power Supply**

The Contractor shall make his own arrangements.

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**d) Ablution Facilities**

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Employer's Agent. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the Contractor's time-related obligations.

**e) Cellular Telephone**

It is a requirement of the Contract that the Contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the Contractor's supervisory personnel and the Employer's Agent's supervisory staff. All the applicable contact details must be made available to the Employer as well as the staff on site. All costs associated with the provision of cellular telephones for the Contractor's personnel shall be deemed to be included in rates billed for time-related charges.

**f) Site Facilities required by the Employer's Agent**

One site office of approximately 30m<sup>2</sup> complete with sufficient lighting and power points.

- Two desks, ten chairs, one conference table and two steel filing cabinets.
- Three carports for his exclusive use, a net shade cover will suffice.
- An ablution unit for his exclusive use.
- The Employer's agent does not require housing for personnel or laboratory facilities.

**g) PPE (Printing on PPE)**

PPE (Overalls) shall be Pantone Orange with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location i.e. over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily
- be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering

## **C3.5: MANAGEMENT**

### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT OF THE WORKS**

##### **C3.5.1.1 Applicable SANS and SABS Standards**

The Standard Specifications for all associated civil work applicable to this contract shall be:

SANS 1200A : GENERAL

SANS 1200 AB : ENGINEER'S OFFICE

SANS 1200 C : SITE CLEARANCE

SANS 1200 DA : EARTHWORKS (small works)

SANS 1200 DB : EARTHWORKS (pipe trenches)

SANS 1200 DM : EARTHWORKS

SANS 1200 GA : CONCRETE (small works)

SANS 1200 L : MEDIUM PRESSURE PIPELINES

SANS 1200 LB : BEDDING (pipes)

SANS 1200 LC : CABLE DUCTS

SANS 1200 LD : SEWERS

SANS 1200 LE : STORMWATER DRAINAGE

SANS 1200 LG : PIPE JACKING

SANS 1200 M : ROADS GENERAL

SANS 1200 ME : SUBBASE

SANS 1200 MF : BASE

SANS 1200 MG : BITUMEN SURFACE TREATMENT

SANS 1200 MH : ASPHALT BASE AND SURFACING

SANS 1200 MK : KERBING AND CHANNELLING

SANS 1200 MM : ANCILLARY ROADWORKS

SANS 0306 : LEAKAGE DETECTION

SANS 752 : FLOAT VALVE

SANS 1006 : BALL FLOAT

SANS 226 : STOP TAP

SANS 0252 (Part 1) : WATER SUPPLY INSTALLATIONS FOR BUILDINGS

These Specifications are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:

1 Dr Lategan Road

Groenkloof

PRETORIA

Postal Address:

Private Bag X191

PRETORIA

0001

Telephone:

National: (012) 428 7911

International: + 27 12 428 7911

Telefax:

National: (012) 3441568

International: + 27 12 344 1568

Email: sales@sabs.co.za **C3.5.1.2 Particular/Generic Specifications**

Not applicable.

**C3.5.1.3 Methods and Procedures**

**(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

**(b) Blasting operation**

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

**(c) Normal working hours**

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

**(d) Interference with municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

**(e) Access for other contractors**

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

**(f) Giving notice of work to be covered up**

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

**(g) Sequence of the works**

The Contractor shall execute the Works in accordance with the approved programme.

**C3.5.1.4 Quality plans and control (Testing)**

Refer to Section C3.4.2.5(b).

**C3.5.1.5 Environmental Management Plan (EMP)****(a) Demarcation of the site**

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

**(b) Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

**(c) Fencing of site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

**(d) Workshops**

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

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Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

**(e) Eating areas**

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

**(f) Watchmen**

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

**(g) Ablution facilities**

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

**(h) Solid waste**

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

**(i) Wastewater**

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

**(j) Fuel storage area**

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

**(k) Concrete batching area**

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

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**(l) Equipment maintenance and storage**

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

**(m) Materials handling, use and storage**

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

**(n) Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

**(o) Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.



**C3.5.1.6 Planning and programming**

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

**C3.5.1.7 Other Contractors on site**

No other road construction contractors will be on site during the implementation of the project.

**C3.5.1.8 Recording of weather**

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

**C3.5.1.9 Format of communications**

All communication regarding the Contract shall be channelled through the Engineer or his representative.

**C3.5.1.10 Planning and programming**

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

**C3.5.1.11 Daily records**

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

## C3.6: HEALTH AND SAFETY

### **C3.6 HEALTH AND SAFETY**

#### **C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

##### **(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

##### **(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020**

**The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.**

#### **C3.6.2 PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

#### **C3.6.3 BARRICADES AND LIGHTING**

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

#### **C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

**PART C4            SITE INFORMATION**

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**PART C4: SITE INFORMATION**

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**GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

**CONTENTS**

- SI1    Site location**
- SI2    Climatic Condition**
- SI3    Geotechnical Investigation**
- SI4    Photographs of existing information**

## SI 1 project Location

### 1.1 Site Location

The project area is within the Hazyview which falls under the jurisdiction of the City of Mbombela municipality in Mpumalanga Province. The area comprises of an Adopted Population 4 537 with the total of 1 363 Adopted Households.

The GPS coordinates are shown in the Table below:

Table: GPS coordinates for Hazyview Township

Position	South Coordinate	East Coordinate
Hazyview	-25.050814	31.130005

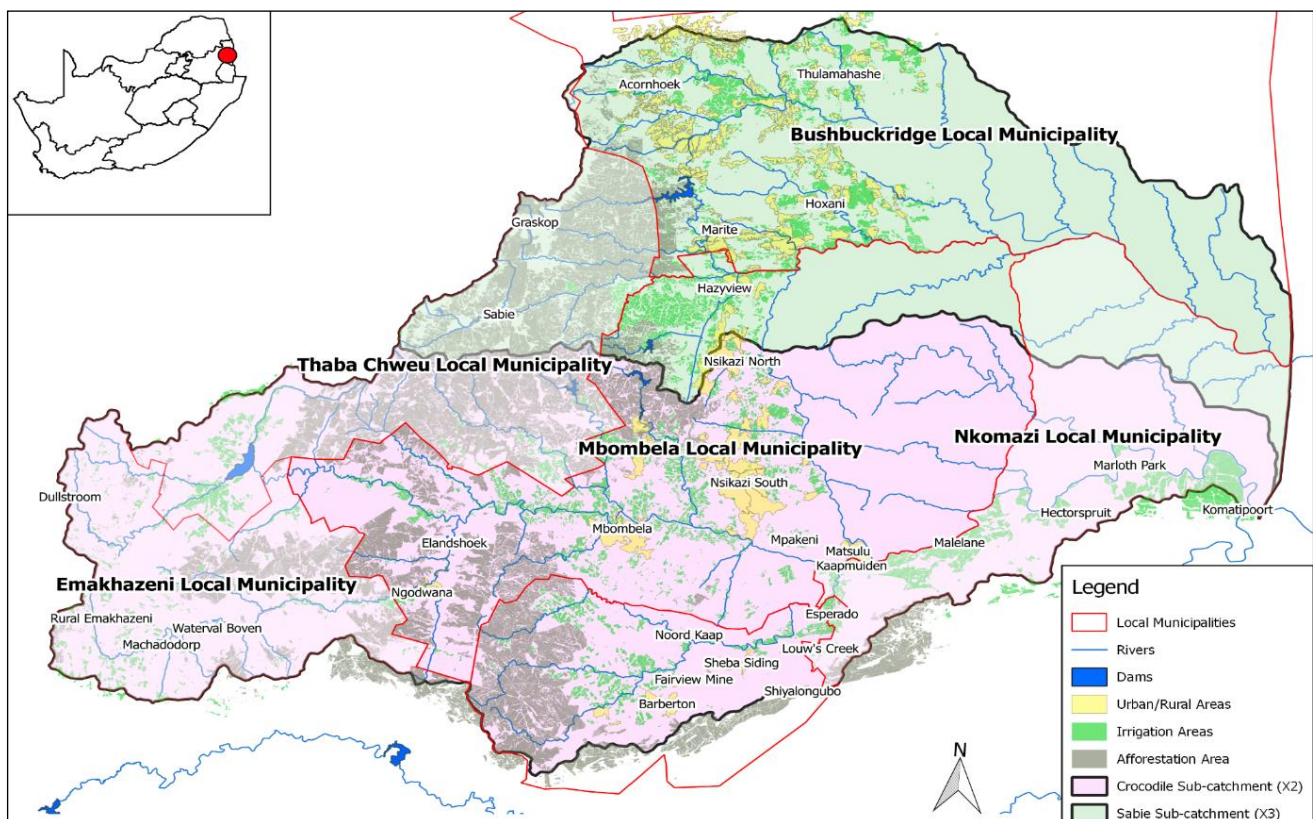


Figure 1: Locality Plan of the Project

## SI 2 Climatic Condition

The climate in Mbombela is warm and temperate. In winter, there is more rainfall in the Mbombela area with an average annual rainfall of approximately 953mm per year, most of which occurs in heavy isolated falls between October and March. The greatest amount of rainfall occurs in January with an average of 168.12mm. The average low temperatures 14.7 degrees Celsius (°C) and the average high temperatures is 28.16 degrees Celsius (°C). Weinert developed an N-value which is the ratio of the annual evaporation versus annual precipitation of a region and has been defined for Southern Africa region (Weinert, 1980). Climatic regime of the present and recent past plays an important role in the soil profile below the earth's surface (A.B.A Brink). The N-values are therefore used to characterise mode of weathering of the rocks within the subcontinent.

Weinert demonstrated that chemical decomposition is the predominant mode of rock weathering in areas where climatic "N-value" is less than 2. In areas where climatic N-value is between 2 and 5, disintegration is the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place. Where the climatic N-value is greater than 5, secondary minerals do not develop to an

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appreciable extent and all weathering takes place by mechanical disintegration of the rock. Disintegration is the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place.

### **SI 3 Geotechnical Investigation**

Available on request





**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

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## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

### **CONTENTS**

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CONTRACTOR'S HEALTH AND SAFETY DECLARATION .....	A-13 PRO
FORMA NOTIFICATION .....	A-16

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## PARTICULAR SPECIFICATIONS

### SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

#### OHS 1 **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

#### OHS 2 **DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.

- (c) **"Contractor"** wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **"Engineer"** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**S 3      TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**OHS 4      NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**OHS 5      RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

**OHS 6      APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS****6.1      Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

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## 6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## OHS 7 APPOINTMENT OF SAFETY PERSONNEL

### 7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### 7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### 7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### 7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **OHS 8    RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

## **OHS 9    CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

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(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.



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(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation

20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

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(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

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(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **OHS 10 MEASUREMENT AND PAYMENT**

### **10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

## AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

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

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

in his capacity as:

.....

AND:

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

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

in his capacity as:

..... duly authorised to  
 sign on behalf of the Contractor.

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

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

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4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and 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 as detailed in 4(a) hereafter:..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....  
.....  
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor: .....
- Qualifications or details of competency of the subcontractor: .....
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
  6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
  7. 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 OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
  8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

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## PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]*

### NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

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- (b) Name and tel. pf principal contractor's contact person:

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2. Principal contractor's compensation registration number:

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3. (a) Name and postal address of client :

-----

- (b) Name and tel. no of clients contact person or agent:

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- 4 (a) Name and postal address of designer (s) for the project:

-----

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

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6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

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7. Exact physical address of the construction site or site office:

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8. Nature of the construction work:

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9. Expected commencement date:

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10. Expected completion date:

-----

11. Estimated maximum number of persons on the construction site.

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female \_\_\_\_\_

12. Planned number of contractors on the construction:

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13. Name (s) of contractors already selected.

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\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Agent (where  
applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

