



**CIDB 7EP OR HIGHER**

**PROJECT NO: ERW2503/01**

**PUBLISH DATE: TUESDAY, 17<sup>TH</sup> MARCH 2026**

**DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**DEPARTMENT: INFRASTRUCTURE PLANNING AND PROJECTS**

**COMPULSORY VIRTUAL BRIEFING SESSION: WEDNESDAY, 1<sup>ST</sup> APRIL 2026 AT 10H30 – REGISTRATION REQUIRED – LINK:**

<https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2>

kindly connect through the ERWAT website.

**CLOSING DATE: FRIDAY, 17<sup>TH</sup> APRIL 2026 @ 12:00**

**FULL NAME OF BIDDER:**  
(Bidding Entity: cc, (Pty) Ltd, JV, Sole Proprietor, etc.) : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**EMAIL** : \_\_\_\_\_

**CIDB REGISTRATION NO.** : CRS \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE REG NO.** : M \_\_\_\_\_

**BID AMOUNT (VAT INCLUSIVE) : RATE BASED TENDER**





## PROJECT NO: ERW2503/01

### APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS

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## T1.1 REQUEST FOR PROPOSAL NOTICE AND INVITATION

### TENDER NOTICE

Bidders are hereby invited to submit tender offers for the project listed below:

| Project No. | Project Description   | CIDB Grading | Contact                          | Compulsory virtual Briefing Session Date  | Closing Date                              |
|-------------|---|--------------|----------------------------------|---|---|
| ERW2503/01  | APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS | 7EP          | MS. H<br>NHLAPHO<br>011 929 7000 | <b>Wednesday, 1<sup>st</sup> April 2026 at 10h30</b><br><br>Note: Kindly register to attend the briefing session through the ERWAT website. | Friday,<br>17th April<br>2026 at<br>12h00 |

Potential bidders may download the bid document from the ERWAT tender site free of charge. Bidders must however note that it remains their responsibility to print the full document and any omissions submitted due to not printing the full tender document may result in your bid being null and void. Bidders may not alter the downloaded document in any form what so-ever.

Compulsory virtual briefing session date and time. *Kindly refer to Clause F.2.7 of the bidding document relating to the Clarification Meeting (provisions for attending briefing sessions).*

Completed Tenders in ink and clearly marked "**Bid No.: ERW2503/01 APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**" must be placed in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **12:00 on Friday, 17<sup>th</sup> April 2026** at which hour and date the Tenders will be opened in public at ERWAT Head Office. Tenders shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

**All SCM Enquiries shall be addressed to Chantel Kearns at [chantel.kearns@erwat.co.za](mailto:chantel.kearns@erwat.co.za) and All Technical Enquiries shall be addressed to MS. H Nhlapho at [hlengiwe.zwane@erwat.co.za](mailto:hlengiwe.zwane@erwat.co.za)**

Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2022, the General Conditions of Contract for construction (GCC) and, if applicable, any other special conditions of contract.

*"The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event of any contradiction between the GCC or any other applicable contractual agreement, the Municipal Financial Management Act and its applicable regulations will take precedence."*

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**

ERWAT accepts no responsibility for bidders accessing the tender notices from other sites/sources other than the newspapers used, its website ([www.erwat.co.za/procurement](http://www.erwat.co.za/procurement)) and the National Treasury's e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)).

**Tuesday, 17<sup>th</sup> March 2026 (date of advert is available on the website and advertised)**



**PROJECT NO: ERW2503/01**

**APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**T1.2 TENDER DATA**

**General**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.**

| Clause No. | TENDER DATA   |
|------------|---|
| F1.1       | <p><b>The Employer is:</b></p> <p>Ekurhuleni Water Care Company (ERWAT)<br/>                     Hartebeestfontein Office Park<br/>                     R25 (Bapsfontein/Bronkhorstspruit Road)<br/>                     Kempton Park</p>   |
| F1.2       | <p><b>The Tender document's contents is as follows:</b></p> <p><b><u>THE TENDER</u></b></p> <p><b>Part T1: Tender Procedures (Pink)</b><br/>                     T1.1 Tender notice and invitation to Tender<br/>                     T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents (Pink)</b><br/>                     T2.1 List of returnable documents<br/>                     T2.2 Returnable schedules</p> <p><b><u>THE CONTRACT</u></b></p> |

|                    |   |
|--------------------|---|
|                    | <p><b>Part C1: Agreements and Contract Data (Yellow)</b></p> <p>C1.1 Form of Offer and Acceptance<br/> C1.2 Contract Data<br/> C1.3 Form of Guarantee<br/> C1.4 Occupational Health and Safety<br/> C1.5 Corporate Governance Breach Clause</p> <p><b>Part C2: Pricing Data (Yellow)</b></p> <p>C2.1 Pricing Instructions<br/> C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work (Blue)</b></p> <p>C3.1 Description of Works<br/> C3.2 Engineering<br/> C3.3 Construction<br/> C3.4 Management of Works<br/> C3.5 Health and Safety<br/> C3.6 Environmental Management During Construction</p>   |
| <p><b>F1.3</b></p> | <p><b>Interpretation</b></p> <p>The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these Tender conditions.</p>   |
| <p><b>F1.4</b></p> | <p><b>The Employer’s Representatives are:</b></p> <p><b>SCM: Chantel Kearns – 011 929 7000</b><br/> E-mail Address: <a href="mailto:chantel.kearns@erwat.co.za">chantel.kearns@erwat.co.za</a></p> <p><b>Technical:</b><br/> Hlengiwe Nhlapho - <b>011 929 7000</b><br/> E-mail Address: <a href="mailto:hlengiwe.zwane@erwat.co.za">hlengiwe.zwane@erwat.co.za</a></p> <p>Attention is drawn to the fact that verbal communication given by the Employer’s representative prior to the close of Request for Proposals (Tender) will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the bidders, under the signature of the Accounting Officer or his nominee will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from ERWAT within one hundred and twenty (120) days after the stipulated closing date and time of the Tender, the Tender proposal will be deemed to be unsuccessful.</p> |
| <p><b>F1.5</b></p> | <p><b>Reject or Accept</b></p> <p>The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>  |

|                     |  |
|---------------------|--|
| <p><b>F1.6:</b></p> | <p><b>Appointment of Multiple Bidders</b></p> <p>ERWAT reserves the right to award this contract to one or more bidders. The lowest bidder or any bid will not necessarily be accepted. The intention of ERWAT is to appoint a Minimum of One (1) bidder, and a Maximum of Three (3) Bidders for this Framework Contract.</p> <p>The decision to appoint multiple bidders will be based on the evaluation of bids received, the nature and scope of the work, and the Company's discretion to ensure optimal project delivery.</p>   |
| <p><b>F2.1</b></p>  | <p><b>CIDB Requirements</b></p> <p>Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>7 EP class</b> of construction work, are eligible to have their tenders evaluated.</p> <p>Furthermore, the contractor grading designations (<b>7 EP class</b>) for construction works taking place over an agreed number of years (36 Months) shall be based on the entire contract value where such work is:</p> <ul style="list-style-type: none"> <li>• on an "as and when required" basis</li> </ul> <p>Joint ventures are eligible to submit tenders 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 lead partner has a minimum contractor grading designation in the <b>6 EP class</b> of construction work; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7 EP 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> <li>4. The bulk of the work for this Contract is Mechanical, however it may also include civil, electrical and control &amp; instrumentation aspects. Should these portions be sub-contracted, each Sub-Contractor shall have a sufficient CIDB grading in their field to cover their portion of the Contract price. An indication of the portion of the total Contract price allocated to each Sub-Contractor as well as proof of each Sub-Contractors CIDB grading shall be included in the Bidders submissions.</li> </ol> |
| <p><b>F2.2</b></p>  | <p><b>Cost of Bidding</b></p> <p>Accept that the Employer will not compensate the Bidders for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>  |
| <p><b>F2.3</b></p>  | <p><b>Check documents</b></p> <p>The Bidder shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Bidder shall immediately notify the Employer accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as ERWAT or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.</p>   |

|   |  |   |   |                    |                    |                             |                             |                              |                              |
|---|--|---|---|--------------------|--------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|
| <p><b>F2.4</b></p>  | <p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a proposal offer in response to the invitation.</p>  |   |   |                    |                    |                             |                             |                              |                              |
| <p><b>F2.5</b></p>  | <p><b>Reference Documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference</p>   |   |   |                    |                    |                             |                             |                              |                              |
| <p><b>F2.6</b></p>  | <p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the Tender data, in order to take the addenda into account.</p>   |   |   |                    |                    |                             |                             |                              |                              |
| <p><b>F2.7</b></p>  | <p><b>The arrangements for a compulsory Virtual briefing/clarification meeting are:</b></p> <table border="1" data-bbox="300 757 1474 943"> <tr> <td data-bbox="300 757 635 943"> <p><b>Date:</b><br/><b>Wednesday,</b><br/><b>1<sup>st</sup> April 2026</b><br/><b>Time: 10:30</b></p> </td> <td data-bbox="635 757 1474 943"> <p><b>Online:</b> Kindly register to attend the virtual compulsory briefing session at:<br/><a href="https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2">https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2</a><br/>kindly connect through the ERWAT website.</p> </td> </tr> </table> <p><b>Attendance of ERWAT Briefing Sessions</b></p> <p>Bidders must take note of the provisions for site/briefing sessions as advertised in the media, ERWAT website and or on the e-tender portal.</p> <p>In the event that a compulsory briefing session will be conducted, bidders must attend the session either on site or via virtual platform as indicated in the bid document and advertisement. Bidders will be given a link on the advert and tender document to register prior to the briefing session. On the day of the briefing session, bidders must log onto the link to attend. The virtual platform keeps record of bidders registered and in attendance.</p> <p>Documents will only be accepted from bidders whose names appear on the attendance register. Failure to attend the compulsory briefing sessions and bidders whose names do not appear on the register, will render the bidder's submission invalid and will not be considered for evaluation.</p> <p><b>Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid. Please list a minimum of one representative that attended the briefing session below.</b></p> <p><i>Kindly indicate the company representative/s e-mail address who <b>attended</b> the briefing session:</i></p> <table data-bbox="300 1585 1453 1742"> <tr> <td><i>Name:</i> _____</td> <td><i>Name:</i> _____</td> </tr> <tr> <td><i>Email address:</i> _____</td> <td><i>Email address:</i> _____</td> </tr> <tr> <td><i>Contact number:</i> _____</td> <td><i>Contact number:</i> _____</td> </tr> </table> <p>Kindly note that the above e-mail address/s will be utilised to verify your attendance at the compulsory briefing session conducted virtually or on-site. In the event that the indicated e-mail address/es cannot be traced on the physical attendance register; virtual registration and/or on-line attendance register, it will be taken that your company did not attend the briefing session and will result in your bid not being evaluated. It is the bidder's responsibility to provide correct e-mail address and/or contact details.</p> <p><b>Joint Venture:</b></p> <p><i>In the event that the bidding entity wishes to submit an offer as a joint venture, one or both company representatives must attend the briefing session.</i></p> | <p><b>Date:</b><br/><b>Wednesday,</b><br/><b>1<sup>st</sup> April 2026</b><br/><b>Time: 10:30</b></p> | <p><b>Online:</b> Kindly register to attend the virtual compulsory briefing session at:<br/><a href="https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2">https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2</a><br/>kindly connect through the ERWAT website.</p> | <i>Name:</i> _____ | <i>Name:</i> _____ | <i>Email address:</i> _____ | <i>Email address:</i> _____ | <i>Contact number:</i> _____ | <i>Contact number:</i> _____ |
| <p><b>Date:</b><br/><b>Wednesday,</b><br/><b>1<sup>st</sup> April 2026</b><br/><b>Time: 10:30</b></p> | <p><b>Online:</b> Kindly register to attend the virtual compulsory briefing session at:<br/><a href="https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2">https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2</a><br/>kindly connect through the ERWAT website.</p>  |   |   |                    |                    |                             |                             |                              |                              |
| <i>Name:</i> _____  | <i>Name:</i> _____   |   |   |                    |                    |                             |                             |                              |                              |
| <i>Email address:</i> _____   | <i>Email address:</i> _____  |   |   |                    |                    |                             |                             |                              |                              |
| <i>Contact number:</i> _____  | <i>Contact number:</i> _____   |   |   |                    |                    |                             |                             |                              |                              |

|                     |   |
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|                     | <p><i>Kindly indicate above one or both representatives e-mail address who attended the briefing session.</i></p> <p>Bidders are encouraged to collect/access bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session. Bidders will be allowed 10 days from the date of the compulsory briefing session to direct further queries to the SCM department per e-mail. An addendum will be sent to the attending bidders with clarity on questions raised during these 10 days. A copy of the minutes and attendance register will be attached thereto for ease reference.</p> <p>No individual should represent more than one bidder at the compulsory briefing session.</p> <p>At least one member of the JV be represented at the compulsory clarification meeting.</p>   |
| <p><b>F2.8</b></p>  | <p><b>Seek clarification</b></p> <p>Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender. However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>  |
| <p><b>F2.9</b></p>  | <p><b>Pricing the Tender</b></p> <p>State the rates and prices in South African Rand (ZAR).</p> <ul style="list-style-type: none"> <li>Prices shall be FIXED and FIRM for the first 12 months of the Contract. <b>Price increments will be based on MBD 3.2 pricing structure annually on the anniversary of this tender.</b></li> </ul>  |
| <p><b>F2.10</b></p> | <p><b>Alterations to documents</b></p> <p>Bidder must not make any alterations or additions to the proposal documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the Tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited. Copies are not allowed; only original documents will be accepted.</p>   |
| <p><b>F2.11</b></p> | <p><b>Submitting a Tender offer</b></p> <p>No late, faxed, emailed or other form of Tender will be accepted. Completed Tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked:<br/> <b><u>“CONTRACT NO ERW2506/02: APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF PUMPS AT ERWAT WASTEWATER CARE WORKS ON ‘AS AND WHEN REQUIRED’ BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS”</u></b> and must be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p> <p>Accept that the tender submitted to the employer cannot be withdrawn or substituted. <b>No substitute tender offers will be considered.</b></p> <p>All Tenders received by ERWAT will remain in the Company's possession.</p> <p><b>A Special Request:</b></p> <p>Bidders are required to submit the fully tender document and their priced Bill of Quantities (BOQ) in both hard copy (as part of the comprehensive tender document submission) and digital electronic format (Microsoft Excel file) to facilitate efficient evaluation. The hard copy BOQ submitted with the tender documents will take precedence over digital electronic submission. Submission of the digital format is not mandatory, and failure to provide it will not lead to disqualification. However, providing digital excel priced BOQ is highly encouraged for smoother processing.</p> |

|              |  |
|--------------|--|
|              | <p>Bidders may submit their tender document and priced Bill of Quantities (BOQ) in Microsoft Excel format via email to <a href="mailto:specialrequests@erwat.co.za">specialrequests@erwat.co.za</a>. The subject line of the email must clearly state the tender number, description and the name of the bidding entity.</p>   |
| <b>F2.12</b> | <p><b>Information and data to be completed in all respects</b></p> <p>To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format:</p> <ol style="list-style-type: none"> <li><b>Coversheet:</b> List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted.</li> <li><b>Executive Summary:</b> Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered, and an overview of the performance guaranteed.</li> <li><b>Relevant Experience and Reference Projects:</b> Information of relevant projects completed by the Bidder (in South Africa and worldwide) using the specific technologies requested must be provided.</li> <li><b>Project Team:</b> Provide a project team organogram showing the structure and composition of the proposed team. A CV highlighting the relevant project specific experience for each team member must be supplied.</li> <li><b>Project Schedule:</b> Not applicable</li> <li><b>Technical Specification &amp; Datasheets:</b> All information asked for regarding the technical equipment shall be included here.</li> </ol> <p>Accept that Tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document “<b>FORM C Authority of Signatory</b>”.</p> <p>The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section C3: Scope of Works.</p> |
| <b>F2.13</b> | <p><b>Closing time</b></p> <p><b>Closing Date: Friday, 17<sup>th</sup> April 2026</b><br/> <b>Closing Time: 12h00 noon</b></p>   |
| <b>F2.14</b> | <p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 120 Days.</p>   |
| <b>F2.15</b> | <p><b>Provide other information</b></p> <p><b>The bidders are required to submit following documents and if requested to resubmit in case if it was not initially submitted:</b></p> <ol style="list-style-type: none"> <li>Proof of SARS Tax status (pin issued by the South African Revenue Services);</li> <li>Completion of MBD 1, 2, 3.2, 4, 5, 6.1, 7.1, 8 and 9 forms</li> </ol>  |

|              |   |
|--------------|---|
|              | <p>(3) Copy of municipal Statement not older than 3 months or letter from landlord stating that rates and taxes are not in arrears for more than 90 days from date of closing of bid.</p> <p>(4) In case of Joint Venture – the Joint Venture Agreement</p>   |
| <b>F2.16</b> | <p><b>Certificates</b></p> <p>The Bidder is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Tender Document.</p>  |
| <b>F3.1</b>  | <p><b>Opening of tender</b></p> <p>Tenders will be opened in public at the ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p>   |
| <b>F3.2</b>  | <p><b>Two-envelope System</b></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>  |
| <b>F3.3</b>  | <p><b>Non-disclosure</b></p> <p>After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by ERWAT.</p>   |
| <b>F3.4</b>  | <p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>ERWAT is to check BID offers for arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul> <p>Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of the arithmetical error in the manner described above.</p> |
| <b>F3.5</b>  | <p><b>1. Evaluation of tender offers</b></p> <p>The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of ERWAT and the Preferential Procurement Regulations of 2022.</p> <p>If the submitted Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrant <b>REJECTION OF THE TENDER</b>, for example:</p>   |

- Proof of SARS Tax status (pin issued by the South African Revenue Services);
- Non submission of company registration certificates.
- Pages that were to be completed being removed from the Tender document and have therefore not been submitted.
- Failure to fully complete form of offer.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of Tippex/correction fluid or any erasable ink.
- Failure to attend compulsory briefing meetings
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form C– “Authority for Signatory”**.
- No authority for signatory submitted.
- Particulars required in respect of the proposal have not been provided: non- compliance of Tender requirements and/or specifications.
- The Bidder’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Proposal has been submitted after the relevant closing date and time.
- If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the company, or to any other company or municipal entity, are in arrears for more than three months (90 days).
- If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the company or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

**2. Good standing with SA Revenue Services**

- Determine whether the bidders tax matters are in order as provided for by SARS.
- The Bidder must complete the MBD 2 form in the returnable schedule and or attach their valid SARS Pin to verify their Tax matters to the designated page of the Tender document.

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

**3. Penalties**

ERWAT will, if upon investigation it is found that a preference in terms of the Preferential Procurement Policy Framework Act, 2000 and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from ERWAT for a period of 5 years and blacklisted on the National Treasury database of restricted suppliers.

**4. Evaluation Criteria**

ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

- 1) Pre compliance evaluation to be done and pre-qualified bidders goes through for the functionality evaluation. Where some pre compliance information is not provided the ERWAT supply chain will contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification.
- 2) Score Bid evaluation points for price and preference points

|                    |   |
|--------------------|---|
|                    | <p>3) Calculate total Bid evaluation points, to two decimal places</p> <p>4) Rank Bid offers from the highest number of Bid evaluation points to the lowest</p> <p>5) Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>   |
|                    | <p><b>FUNCTIONALITY CRITERIA: -</b></p> <p>Note: The minimum required score for functionality is stipulated in the functionality table listed elsewhere in the document. Bidders scoring less than the stipulated threshold on functionality shall not proceed to the next stage of the evaluation.</p> <p>Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table.</p> <p>All Tender submission will be evaluated by at least three evaluators against the Table below. Bidders shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.</p> <p><b>Tender evaluation points</b></p> <p>Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 including the following:</p> <p>The points allocation for this Tender is:</p> <ul style="list-style-type: none"> <li>a) Price: 90</li> <li>b) Specific Goals: 10</li> </ul> <p>Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.</p> |
| <p><b>F3.6</b></p> | <p><b>Contract Documents</b></p> <p>The Service Level Agreement (if applicable), Bid document and related attachments shall constitute the complete contract agreement.</p> <p>It should be noted that all ERWAT contracts are subject to the Municipal Financial Management Act (MFMA Act 56 of 2003), therefore in the event that there is any contradiction between the MFMA (Act 56 of 2003) and the GCC or any other applicable contractual agreement, the MFMA (Act 56 of 2003) and its applicable regulations shall take precedence.</p> <p><b>This is a CIDB Contract, and the CIDB Board has initiated a B.U.I.L.D Programme which focuses on social development goals, namely, Targeted Enterprise Development and Skills Development. This contract is subject to the CIDB B.U.I.L.D Programme, and the relevant standards shall form part of the contract. This standard requirement as well as any other regulatory or legislative requirements will be included during the Service Level Agreement (SLA) stage.</b></p>   |
| <p><b>F3.7</b></p> | <p><b>Provide copies of the contracts</b></p> <p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>  |

|                              |   |
|------------------------------|---|
| <b>Additional conditions</b> | <p>The additional conditions of the proposal are:</p> <ol style="list-style-type: none"> <li>1) ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2) ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations</li> <li>3) ERWAT reserves the right to award this contract to one or more bidders. The lowest bidder or any bid will not necessarily be accepted. The intention of ERWAT is to appoint a Minimum of One (1) bidder, and a Maximum of Three (3) Bidders for this Framework Contract.</li> </ol> <p>The decision to appoint multiple bidders will be based on the evaluation of bids received, the nature and scope of the work, and the Company's discretion to ensure optimal project delivery.</p> <ol style="list-style-type: none"> <li>4) The number of bidders that will be appointed and the allocation of activities or items per bidder will be at ERWAT's discretion</li> <li>5) The lowest bidding price will not necessarily be accepted and ERWAT reserves the right to determine market related rate to be offered to the successful bidders.</li> <li>6) The rates of the highest-scoring bidder, subject to market evaluation (market related rate), will be offered to the subsequent qualifying bidders based on tender specification.</li> <li>7) If the tender is found to be unauthorised, fruitless and wasteful or irregular as informed through a formal investigation, internal and or external audit outcome, the Auditor General, Council, ERWAT Board of Directors or National Treasury, ERWAT reserves the right to cancel the tender with immediate effect and the bidder will have no claim to his effect whatsoever. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.</li> </ol> |
|------------------------------|---|

## 1.1 **FUNCTIONALITY EVALUATION**

Potential service providers will have to achieve the **minimum points out of 100** as stipulated under the functionality table for their technical proposals before their financial proposals and Specific Goals are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

### 1.1.1 **SCORING PROCESS**

The Technical / Functional Evaluation Task Team will be established to determine the following:

- The bidders experience similar projects.
- The qualifications and experience of the key staff proposed.
- Bidder's support from the Original Equipment Manufacturers (OEM).
- Bidder's Financial risk status

No alteration of functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

## MANDATORY REQUIREMENTS

### The following should be noted in relation to the mandatory requirements:

- a. Bidders will not be allowed to repeat the same personnel as representative for any of the other required key staff personnel.
- b. Copies of Qualifications and Professional registration must be attached as portfolio of evidence.
- c. All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
- d. All professional registrations must be in good standing during the period of tender closing.
- e. Bidders shall ensure that all the requested supporting documents as per the mandatory requirements table below are attached to their Bid Document.

| <b>Mandatory Requirements: Scope Related Information and Documentation Required:</b>   |   |   |
|--|---|---|
| Please ensure that the following supporting documents are attached to your Bid Document. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements. <b><i>ERWAT reserves the right to verify supporting documents.</i></b> |   |   |
| <b>Item</b>  | <b>Description</b>  | <b>Provide Supporting documents for the following:</b>  |
| 1.   | CIDB Rating of 7EP Class or Higher Class  | Bidders shall submit proof of Current Registration. (at the time of submission, the document should be in good standing and not expired). ERWAT reserves the right to verify the validity of the submitted proof of evidence.                                   |
| 2.   | Valid registration as Electrical Contractor with the Department of Employment and Labour (DoEL) in the bidding companies name | Proof of valid registration as Electrical Contractor with the Department of Labour and Employment.  |
| 3.   | Construction Project Manager (Professional Registration SACPCMP)  | <ul style="list-style-type: none"> <li>• Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering or in Construction Management</li> <li>• Valid Professional registration certificate with SACPCMP.</li> </ul> |
|  | Site Engineer/Agent   | <ul style="list-style-type: none"> <li>• Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering</li> <li>• Valid Professional registration certificate with ECSA as a PrEng.</li> </ul>                       |
|  | Construction Health and Safety Officer or Manager (Professional Registration SACPCMP)   | <ul style="list-style-type: none"> <li>• Minimum supporting qualification NQF Level 6 (National Diploma or equivalent) in Safety Management or Environmental Studies</li> <li>• Valid of Professional registration certificate with SACPCMP.</li> </ul>         |
|  | Electrician   | <ul style="list-style-type: none"> <li>• Trade Test certificate, with QCTO accreditation.</li> </ul>  |

### 1.1.2 SCORING CRITERIA FOR CIDB CONTRACTS:

| CRITERION  | CRITERION DETAILS   | POINTS           |
|--|---|------------------|
| <p><b>Relevant Company Experience</b></p>  | <p>Company experience in the <b>installation or refurbishment of generators</b> for industrial application. Bidders to provide Appointment letters/Purchase Orders and completion certificates and/or reference letter for completed projects on client's letterhead:</p> <p><b>The reference letters or completion certificates must at minimum include:</b></p> <ol style="list-style-type: none"> <li>a. Clear project description and project (contract) number</li> <li>b. Minimum project (contract) amount of R1.5 million (Vat. Incl) per reference per project.</li> <li>c. The scope should clearly indicate that the service provider has completed the supply and installation of a minimum 300 KVA Generator for industrial application.</li> <li>d. Signed with contact person and contact details of contact person.</li> <li>e. Partial completions will not be accepted; each letter should represent the entire works completed not section or partially completed.</li> <li>f. Submission must be dated and not older than ten (10) years, from the date of completion.</li> </ol> <p><b>Points shall be allocated as follows:</b></p> <ul style="list-style-type: none"> <li>• 5 and More Projects = 40</li> <li>• 4 Projects = 30</li> <li>• 3 Projects = 20</li> <li>• 2 Projects = 10</li> <li>• 0-1 Projects = 0</li> <li>• No information submitted = 0</li> </ul> | <p><b>40</b></p> |
| <p><b>Expertise of key staff</b></p> <ol style="list-style-type: none"> <li>1. Construction Project Manager</li> <li>2. Site Engineer/Agent</li> <li>3. Electrician</li> <li>4. Construction Health and Safety Officer or Manager</li> </ol> | <p>Bidders shall Complete Pro-Forma CVs (Form K) and submit Curriculum Vitae (s) demonstrating years of experience in industrial electrical engineering projects associated with <b>installation or refurbishment or repairs of Generators</b>.</p> <p><b>The following should be noted:</b></p> <ol style="list-style-type: none"> <li>a. Bidders will not be allowed to repeat the same personnel as representative for any of the other required key staff.</li> <li>b. Experience of key staff will be evaluated based on the years/ months post professional registration attainment, where applicable up to date of tender closure.</li> <li>c. No points shall be allocated for submission of irrelevant experience that does not speak to the Scope of Works for this Contract.</li> <li>d. Copies of Qualifications and Professional registration must be attached as portfolio of evidence.</li> <li>e. All foreign qualifications must be SAQA (South African Qualifications Authority) accredited</li> <li>f. All professional registrations must be in good standing during the period of tender closing.</li> </ol> <p><b>Points shall be allocated as follows:</b></p> <p><b><u>Construction Project Manager (8 points)</u></b></p> <ul style="list-style-type: none"> <li>• No submission/No Experience = 0</li> </ul>  | <p><b>30</b></p> |

|  |  |                  |
|--|--|------------------|
|  | <ul style="list-style-type: none"> <li>• 24 – 48 Months' Experience = 4</li> <li>• 49 – 72 Months' Experience = 6</li> <li>• 73 and More Months' Experience = 8</li> </ul> <p><b><u>Site Engineer/Agent (8) points</u></b></p> <ul style="list-style-type: none"> <li>• No submission/No Experience = 0</li> <li>• 24 – 48 Months' Experience = 4</li> <li>• 49 – 72 Months' Experience = 6</li> <li>• 73 and More Months' Experience = 8</li> </ul> <p><b><u>Electrician (5) points</u></b></p> <ul style="list-style-type: none"> <li>• No submission/No Experience = 0</li> <li>• 24 – 48 Months' Experience = 4</li> <li>• 49 – 72 Months' Experience = 6</li> <li>• 73 and More Months' Experience = 8</li> </ul> <p><b><u>Construction Health and Safety Officer or Manager (5) points</u></b></p> <ul style="list-style-type: none"> <li>• No submission/No Experience = 0</li> <li>• 12 – 23 Months' Experience = 2</li> <li>• 24 – 35 Months' Experience = 4</li> <li>• 36 and More Months' Experience = 6</li> </ul> |                  |
| <p><b>Letters Of Support</b></p>                     | <p>Bidders are required to submit a letter of Support from the Original Equipment Manufacturer (OEM) or Official Supplier of Generator Engine. The letter of support shall be for the Diesel Generator Engine(s) in this tender and shall be on the Original Equipment Manufacturer's Letter Head or Original Supplier's letter Head, signed and be addressed to the bidder.</p> <p><b>Points shall be allocated as follows:</b></p> <ul style="list-style-type: none"> <li>• <b>Original Manufacturer:</b> bidder has provided the letter of Support from the Original Equipment Manufacturer <b>(15 points)</b>, or</li> <li>• <b>Official Supplier:</b> bidders may also supply letters from the official suppliers, provided that the bidder provides an agreement between the official supplier and the Original Equipment Manufacturer <b>(15 Points)</b></li> <li>• Failure to supply the above letter will result in the bidder scoring <b>0 points</b></li> </ul>   | <p><b>15</b></p> |
| <p><b>Financial Capacity of Service Provider</b></p> | <p>The bidder shall provide a letter with bank codes (A-I) as Proof of financial capacity/support from institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) as proof of financial capacity. The letter shall be addressed to the bidder on the letter head of the financial institution.</p> <p><b>Points will be allocated according to the following breakdown.</b></p> <ul style="list-style-type: none"> <li>• Bank Rating A = 15</li> <li>• Bank Rating B = 12</li> <li>• Bank Rating C = 9</li> <li>• Bank Rating D = 5</li> <li>• Bank Rating E or lower = 0</li> </ul>   | <p><b>15</b></p> |

|              |   |            |
|--------------|---|------------|
|              | <ul style="list-style-type: none"> <li>• Failure to produce a bank document explicitly stating the Bank rating code will result in 0 points being awarded in this category = 0</li> </ul> |            |
| <b>TOTAL</b> | <b>Bidder must score a minimum of 80 points to be considered for further evaluation</b>   | <b>100</b> |

**Notes:**

- **All professional registrations must be valid at the time of tender closing, and copies of qualifications and professional registrations shall be attached as portfolio of evidence. Bidders must also complete and sign FORM K.**
- **ERWAT reserves the right to contact the Manufacturers for verification of the Letter of Support.**
- **Bidders who score 80 and more will be considered for the next stage of evaluation.**



## PROJECT NO: ERW2503/01

# APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS

### T 2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders 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 Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as will full misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

**THE BIDDER MUST COMPLETE AND SIGN THE FOLLOWING RETURNABLE SCHEDULES:**

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

|         |   |
|---------|---|
| MBD 1   | INVITATION TO BID   |
| MBD 2   | TAX CLEARANCE REQUIREMENTS  |
| MBD 3.2 | PRICING STRUCTURE: NON-FIRM PRICES  |
| MBD 4   | DECLARATION OF INTEREST   |
| MBD 5   | DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)   |
| MBD 6.1 | DECLARATION FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS   |
| MBD 7.1 | CONTRACT FORM: PURCHASE OF GOODS/SERVICES   |
|         | PART 1: TO BE COMPLETED BY THE BIDDER   |
|         | PART 2: TO BE COMPLETED BY ERWAT  |
| MBD 8   | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  |
| MBD 9   | CERTIFICATE OF INDEPENDENT BID DETERMINATION  |
| FORM A  | <p>MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD:</p> <p>Copy of Municipal Statement not older than 3 months before date of closing of bid OR Letter from landlord stating that you are renting from his/her property OR a Copy of Lease agreement and Contact details.</p> <p>Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.</p> |
| FORM B  | NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE   |
| FORM C  | AUTHORITY OF SIGNATORY  |
| FORM D  | FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS   |
| FORM E  | RECORD OF ADDENDA TO TENDER DOCUMENTS   |
| FORM F  | CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO  |
| FORM G  | OCCUPATIONAL HEALTH AND SAFETY AGREEMENT  |
| FORM H  | CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS  |
| FORM I  | CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER   |
| FORM J  | PROGRAM OF WORKS/SERVICES   |
| FORM K  | EXPERTISE OF THE KEY PERSONNEL  |
| FORM L  | PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS   |
| FORM M  | LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS' INSURANCE TO COVER THIS CONTRACT   |

|        |   |
|--------|---|
| FORM N | COPY OF COMPANY REGISTRATION DOCUMENTS            |
| FROM O | BACKGROUND AND WORK EXPERIENCE                    |
| FROM P | PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 |

**Returnable Documents that will be incorporated into the contract**

|      |  |
|------|--|
| C1.1 | OFFER PORTION OF FORM OF OFFER AND ACCEPTANCE                    |
| C1.2 | CONTRACT DATA (PART 2)   |
| C1.3 | FORM OF GUARANTEE (THIRD PARTY LIABILITY AND ALL RISK INSURANCE) |

**T2.1.1 IMPORTANT: Required Returnable Documentation:**

Please ensure that the following supporting documents are attached to your Bid Document. Evaluation of these submissions will be done based on the MFMA requirements.

| Item | Description of Document/Proof Sought   | To be completed by the Bidder on submission of documents: Please fill in "Yes" or "No" | For Office Use Only Verified by SCM Official: Please fill in "Yes" or "No" |
|------|--|--|--|
| 1    | A valid Tax Clearance Certificate/SARS issued pin  |  |  |
| 2    | Copy of ID documents of owners/ members/ shareholders (see Bidders Information Section).   |  |  |
| 3    | Copy of Municipal Statement not older than 3 months and not in arrears for longer than 90 (ninety) days of date of closing of bid OR Copy of valid Lease agreement and Contact details |  |  |
| 4    | Current Certificate of Good Standing from Compensation Commissioner  |  |  |

**T2.1.2 Other Returnable Documents required for the evaluation**

| Item | Description of Document/Proof Sought  | To be completed by the Bidder on submission of documents: Please fill in "Yes" or "No" | For Office Use Only Verified by SCM Official: Please fill in "Yes" or "No" |
|------|---|--|--|
| 1    | Copy of Company/ Registration Documents (see Bidders Information Section).  |  |  |
| 2    | Copy of B-BBEE Verification certificate from an accredited Verification Agency or BBEE Affidavit signed by Commissioner of Oaths, as provisioned in the B-BBEE Act and its Regulations. |  |  |
| 3    | Proof of CSD registration (Supplier number and unique reference ID).  |  |  |



## **PROJECT NO: ERW2503/01**

# **APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

|                                    |
|------------------------------------|
| <h3>T2.2 RETURNABLE SCHEDULES</h3> |
|------------------------------------|

**MBD 1**

**PART A  
INVITATION TO BID**

|   |   |
|---|---|
| <b>You are hereby invited to bid for requirements of ERWAT</b>  |   |
| <b>Bid Number</b>   | ERW2503/01  |
| <b>Compulsory Briefing session date and time. Kindly refer to Clause F.2.7 of the bidding document relating to the Clarification Meeting (provisions for attending briefing sessions)</b> | A <b>Compulsory On Line Briefing Session</b> will be held via Microsoft on <b>Wednesday, 1<sup>st</sup> April 2026 at 10h30 – Registration Required – Link:</b><br><a href="https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2">https://events.teams.microsoft.com/event/47173472-4f57-4f0f-a755-99436c75e328@1d9cdadc-ce7f-46d7-b303-e5c99a875dc2</a>  |
| <b>Closing date</b>   | FRIDAY, 17 <sup>th</sup> APRIL 2026 @ 12H00   |
| <b>Closing time and venue</b>   | 12h00 noon at ERWAT Head Office, R25 Bapsfontein Road, Norkem Park  |
| <b>Submission of bid documents</b>  | <p>All tender submissions must be provided in hardcopy format on the original bid document as supplied by ERWAT and deposited in the tender box.</p> <p>In addition to the hardcopy, bidders are requested to submit an identical electronic copy (in PDF format) of the complete tender document via email to <b>TenderE-Submission@erwat.co.za</b>. The email must clearly state the tender reference number and the bidder's name in the subject line. The electronic submission must be made by the tender closing date and time.</p> <p>While submission to <b>TenderE-Submission@erwat.co.za</b> is not mandatory, bidders are encouraged to do so to assist with the efficient evaluation of bids. Bidders will not be disqualified for not submitting an electronic copy.</p> <p>Both the hardcopy and electronic versions must be identical in every detail, including all completed forms, signed declarations, schedules, and supporting documentation. In the event of any discrepancies between the hardcopy and the electronic copy, the hardcopy version will be considered the official and legally binding submission. Bidders are therefore responsible for ensuring that the contents of both formats are complete, consistent, and fully aligned.</p> |
| The successful bidder will be required to fill in and sign a written contract form (MBD7).  |   |

| <b>Bidder Information</b>   |                                |
|---|--------------------------------|
| <b>Name of Bidding Company</b>  |                                |
| <b>Company physical address</b>   |                                |
| <b>Company postal address</b>   |                                |
| <b>Contact details</b>  | Company Representative (Name): |
|   | Telephone:                     |
|   | Cell phone:                    |
|   | E-mail address:                |
| <b>National Treasury Central Supplier Database number: (Compulsory)</b> | MAAA                           |
| <b>CIDB Grading CRS number</b>  |                                |
| <b>Vat registration number</b>  |                                |
| <b>Tax Compliance status</b>  | TCS Pin:                       |

|   |   |
|---|---|
| <b>Are you the accredited representative in South Africa for the goods/ services/ works offered? If yes, attach proof from the agency your company is accredited to represent</b> |   |
| <b>Total number of items offered</b>  | N/A   |
| <b>Total price (including VAT)</b>  | <b>R <u>All Tendered Rates</u></b>  |
| <b>SCM related enquiries:</b>   | Ms Chantel Kearns<br>E-mail: <a href="mailto:Chantel.kearns@erwat.co.za">Chantel.kearns@erwat.co.za</a><br>Tel: 011 929 7000    |
| <b>Technical enquiries</b>  | Ms. Hlenqiwe Nhlapho<br>E-mail: <a href="mailto:hlenqiwe.zwane@erwat.co.za">hlenqiwe.zwane@erwat.co.za</a><br>Tel: 011 929 7000 |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|   |  |
|---|--|
| <b>1. BID SUBMISSION:</b>   |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  |  |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)</b>   |  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC 2015, THIRD EDITION) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |  |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.   |  |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  |  |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  |  |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  |  |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  |  |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name & Surname of Representative: \_\_\_\_\_

Signature Of Bidder: \_\_\_\_\_

Capacity Under Which This Bid Is Signed: \_\_\_\_\_

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

**MBD 2**

**TAX CLEARANCE CERTIFICATE REQUIREMENT**

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

**NEED A TAX CLEARANCE? GO ONLINE**

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

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

**Is your tax compliance status green?**

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

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

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

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

|                                 |        |
|---------------------------------|--------|
| <b>TCS Details</b>              |        |
| <b>Tax payer name</b>           |        |
| <b>Trading Name</b>             |        |
| <b>Purpose of request</b>       | TENDER |
| <b>Request Reference number</b> |        |
| <b>PIN</b>                      |        |
| <b>PIN EXPIRY DATE</b>          |        |

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

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

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**DESIGNATION**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

**FOR ERWAT OFFICE USE ONLY:  
 VERIFIED  YES /  NO**

**MBD 3.2**

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

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

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

|                                  |   |
|----------------------------------|---|
| Name of Bidder: _____            | Bid number: <b>ERW2503/01</b>                           |
| Closing Time : <b>12:00 NOON</b> | Closing Date: <b>Friday, 17<sup>TH</sup> April 2026</b> |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY   | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|----------|--|-------------|--|
| -        | Required by:                                     |             | <b>EKURHULENI WATER CARE WORKS</b>                             |
| -        | At:  |             | <b>INFRASTRUCTURE PROJECTS AND PLANNING</b>                    |
| -        | Brand and model                                  | .....       |  |
| -        | Country of origin                                | .....       |  |
| -        | Does the offer comply with the specification(s)? |             | *YES/NO  |
| -        | If not to specification, indicate deviation(s)   | .....       |  |
| -        | Period required for delivery                     | .....       |  |
| -        | Delivery:  |             | *Firm/Not firm   |

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

\*Delete if not applicable

**MBD 3.2**

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |

**MBD 3.2**

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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



If so, furnish particulars.

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- 4.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If so, furnish particulars.

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- 4.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

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- 4.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

---

---

- 4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? ***(this refers to all companies involved in, regardless of the commodity)***

**YES / NO**

If so, furnish particulars.

---

---



**MBD 5**

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

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

Bidders are required to submit **audited** financial statements for the **past three years** for bids where the threshold exceeds R10 million if they are required to prepare annual financial statements for auditing by law

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

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

---

---

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

**\*YES/NO**

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

2.2 If yes, provide particulars.

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

**\*YES/ NO**

3.1 If yes, furnish particulars

---

---

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

**\*YES / NO**

*\* Delete if not applicable*

4.1 If yes, furnish particulars

---

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**CERTIFICATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

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

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

**MBD 6.1**

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

This preference form must form part of all 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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received and shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.5 The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| PRICE  | <b>90</b>     |
| SPECIFIC GOALS                                   | <b>10</b>     |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

1.3 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.

1.4 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**2.1 POINTS AWARDED FOR PRICE**

**2.1.1 THE 90/20 PREFERENCE POINT SYSTEMS**

**2.1.2**

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

**90/10**

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

**3. POINTS AWARDED FOR SPECIFIC GOALS**

3.1. 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:

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) |
|---|---|
| EME or QSE 51% owned by women                               | 2   |
| EME or QSE 51% owned by youth                               | 2   |
| EME or QSE 51% owned by people with disabilities            | 2   |
| EME or QSE 51% owned by military veterans                   | 2   |
| EME or QSE within the boundaries of Ekurhuleni Municipality | 2   |

The above information will be verified in accordance with the bidders B-BBEE certificate, and or a certificate from the companies and intellectual property commission (CIPC), the department of Military Veterans and or other supporting documents. All supporting evidence must be submitted in order to claim the preferential procurement points claimed. ERWAT reserves the right to verify the information submitted.

In the case of multi-parties (Joint ventures, consortiums, partnerships, etc.), allocation of points will be calculated by adding the individual parties in the JV, etc. ownership % together; divide the total by the number of parties in the respective joint ventures, consortiums, partnerships, etc. The average % will thus be the indicating factor for the number of points to be scored.

**EXAMPLE**

Joint venture

Party 1 = 51% EME/QSE owned by women  
 Party 2 = 100% EME/QSE owned by women  
 = **151%** / 2 parties in the JV = 75% and will score = 2 points

The above principle will apply to points 1, 2, 3 & 4 indicated in Table 1 above.

For point 5: The collective JV agreement's address, or the Lead JV partners' domicile Address will be utilized for scoring of points.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 3.2. Name of company/firm.....
- 3.3. Company registration number: .....
- 3.4. 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]

3.5. 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.

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

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **ERW2503/01** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022.
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

| WITNESSES |       |
|-----------|-------|
| 1         | ..... |
| 2.        | ..... |

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number **RW2503/01** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**PROJECT NO: ERW2503/01**

in response to the invitation for the bid made by:

**EKURHULENI WATER CARE COMPANY (ERWAT)**

(Name of Municipality/Entity)

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

I certify, on behalf of \_\_\_\_\_ (Name of Bidder) that:

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

products or services to which this bid invitation relates.

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BID**

**FORM A**

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:**

|  |            |           |
|--|------------|-----------|
| <b>( TO BE COMPLETED BY THE LANDLORD)</b>                      |            |           |
| Name of the Landlord:  |            |           |
| Property Physical Address:                                     |            |           |
| <b>Please tick below</b>                                       |            |           |
| Rental:                      in arrears for more than 3 months | <b>Yes</b> | <b>No</b> |
| Municipal services:      in arrears for more than 3 months     |            |           |
| Landlord Signature:  |            |           |
| Date: _____  |            |           |
| <b>Landlord's business stamp here (where applicable)</b>       |            |           |

**FORM B**

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE**

| CONFIRMATION OF CSD VENDOR INFORMATION |                     |         |
|--|---------------------|---------|
| 1                                      | VENDOR NAME         |         |
| 2                                      | CSD APPROVED NUMBER | M _____ |
| 3                                      | COMPANY REG NUMBER  |         |
| 4                                      | COMPANY TAX NUMBER  |         |
| 5                                      | COMPANY VAT NUMBER  |         |
| 6                                      | COMPANY BEE LEVEL   |         |
| 7                                      | CONTACT PERSON      |         |
| 8                                      | OFFICE TEL. NUMBER  |         |
| 9                                      | OFFICE FAX NUMBER   |         |
| 10                                     | E-MAIL ADDRESS      |         |
| 11                                     | CELL NUMBER         |         |

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ being the authorized signatory, hereby declare that the above information is true and correct.

\_\_\_\_\_  
**AUTHORISED SIGNATORY DESIGNATION**

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**FORM C**

**AUTHORITY OF SIGNATORY TO SIGN BIDS**

The bid shall be signed by a person duly authorized thereto and the following is applicable:

**Company:** A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company or in the case of Sole Directorship a letter signed by the Director.

**Close Corporation:** A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member/s behalf.

**Partnership:** All the partners shall sign the documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

**Joint Venture:** Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorized to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

**One Man Concern:** This shall be clearly stated and all documents shall be signed accordingly.

---

Details of person responsible for Bid Document 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 as prescribed by the Company's Act and/or other applicable legislations.

**Please note that ERWAT reserves the right to contact the bidder for clarification on submissions related to the authorisations related to the bidding entity.**

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

---

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

Prof./Dr/Mr/Ms \_\_\_\_\_

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number \_\_\_\_\_ 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** \_\_\_\_\_

**AS WITNESSES:** 1. \_\_\_\_\_

2. \_\_\_\_\_

**Please note that ERWAT reserves the right to contact the bidder for clarification on submissions related to the authorisations related to the bidding entity.**

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

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY                             |
|--------------|---------|---|
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |

**N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

**FORM D**

**FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING INFORMATION**

**Notes to Bidder:**

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

|   |   |                             |                          |                             |             |                          |              |                          |                     |                          |  |
|---|---|-----------------------------|--------------------------|-----------------------------|-------------|--------------------------|--------------|--------------------------|---------------------|--------------------------|--|
| <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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%;"><input type="checkbox"/></td> <td rowspan="4" style="width: 30%; vertical-align: top;">(Tick which is appropriate)</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"/> | (Tick which is appropriate) | 7-12 months | <input type="checkbox"/> | 13-24 months | <input type="checkbox"/> | More than 24 months | <input type="checkbox"/> |  |
| 0-6 months  | <input type="checkbox"/>  | (Tick which is appropriate) |                          |                             |             |                          |              |                          |                     |                          |  |
| 7-12 months   | <input type="checkbox"/>  |                             |                          |                             |             |                          |              |                          |                     |                          |  |
| 13-24 months  | <input type="checkbox"/>  |                             |                          |                             |             |                          |              |                          |                     |                          |  |
| More than 24 months                                   | <input type="checkbox"/>  |                             |                          |                             |             |                          |              |                          |                     |                          |  |

\_\_\_\_\_  
**Signature on behalf of Bidder**

**N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

**FORM E**

**RECORD OF ADDENDA TO BID DOCUMENTS**

N.B: Please note that where applicable, bidders are required to complete the table below acknowledging receipt of Addendum/s. All pages in relation to the Addendum must be strike through with a note “**REPLACED by ADDENDUM/S**”. The revised pages in relation to the Addendum/s must be **attached** as an Annexure to the bid document. The initial documents must remain in the bid document and **MUST NOT BE REMOVED** as this will lead to a disqualification.

Kindly note that where addendums are issued, such are communicated to bidders who attended the briefing session at the e-mail address that is supplied by the bidder/s recorded on the attendance register.

The e-mail address supplied by bidders on the attendance register for physical briefings will be utilised as the official communication address. Where virtual briefings are held, the e-mail address submitted by the suppliers on the registration attendance register will be utilised as the official communication address.

It remains the responsibility of the bidder to ensure that the correct valid e-mail address is captured. ERWAT accepts no responsibility for returned messages reflecting to be undeliverable or due to invalid/non-existing details.

The addendum/s are uploaded onto the ERWAT website under the respective tender number and bidders should visit the website before the closing date and time to ensure that all communication has been accessed and taken into account with the submission of this bid.

I/We confirm that the following Addendum/s listed below have been received and added to this document as an Addendum. Please note you may not modify or remove any part of the original Bid document except for the strikethrough requirement.

| Date | Addendum/s No |
|------|---------------|
|      |               |
|      |               |
|      |               |
|      |               |

\_\_\_\_\_  
SIGNATURE ON BEHALF OF BIDDER

\_\_\_\_\_  
DATE

**FORM F**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE 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.

**EXAMPLE OF CONTENT OF THE LETTER**

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/HER CAPACITY AS** : \_\_\_\_\_

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

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

**WITNESS:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**NAME (in capitals):** \_\_\_\_\_ **NAME:** \_\_\_\_\_

**FORM G**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN (WHERE APPLICABLE)**

**FORM H**

**CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS**

**FORM I**

**CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER**

**FORM J**

**PROGRAMME OF WORKS**

**(Not Applicable)**

**FORM K**

**EXPERTISE OF THE KEY PERSONNEL**

1. **Personnel / Individual adequacy:** Portfolio of evidence (CV) should be provided. Indicating similar projects / jobs completed or undertaken by the personnel stated below.
2. **Qualifications:** Portfolio of evidence should be provided for the key staff with supporting documents for Qualifications (SAQA, QCTO etc. accredited) and detailed organogram.
3. All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
4. All professional registrations must be in good standing during the period of tender evaluation.
5. **Pro-Forma CV:** A pro-forma curriculum vitae shall be filled in full on the below given forms.

| <b>KEY STAFF EXPERIENCE</b>                              |                  |               |                       |  |
|--|------------------|---------------|-----------------------|--|
| <b>Position on this Contract</b>                         | <b>Full Name</b> | <b>ID No.</b> | <b>Qualifications</b> | <b>No. of Relevant Years of Experience</b> |
| <b>Construction Project Manager</b>                      |                  |               |                       |  |
| <b>Site Engineer/Site Agent)</b>                         |                  |               |                       |  |
| <b>Electrician</b>                                       |                  |               |                       |  |
| <b>Construction Health and Safety Officer or Manager</b> |                  |               |                       |  |

**PRO-FORMA CURRICULUM VITAE OF KEY PERSONNEL/STAFF**

This form should be completed for each key person listed in the functionality criterion

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Responsibility or role on the project (as per list in form k)</b>  |  | <b>Construction Project Manager</b> |
| <b>Name:</b>  |  | <b>Date of Birth:</b>               |
| <b>Profession:</b>  |  | <b>Nationality:</b>                 |
| <b>Qualifications( Attach Proof of Qualification) :</b>   |  |                                     |
| <b>Professional Membership (If any):</b>  |  |                                     |
| <b>Name of Employer (Firm) :</b>  |  |                                     |
| <b>Current Position :</b>   |  | <b>Years with firm:</b>             |
| <b>Employment record: (List of chronological order starting with earliest work experience)</b>  |  |                                     |
| <br><br><br><br><br><br><br><br><br><br>  |  |                                     |
| <b>Experience record pertinent to required service:</b>   |  |                                     |
| <br><br><br><br><br><br><br><br><br><br>  |  |                                     |
| <b>Certification:</b>   |  |                                     |
| I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated. |  |                                     |
| <br><br><br><br><br><br><br><br><br><br>  |  |                                     |
| _____<br>(Signature of Person named in Schedule) Date   |  |                                     |

This form should be completed for each key person listed in the functionality criterion

|   |  |                                 |  |
|---|--|---------------------------------|--|
| <b>Responsibility or role on the project (as per list in form k)</b>  |  | <b>Site Engineer/Site Agent</b> |  |
| <b>Name:</b>  |  | <b>Date of Birth:</b>           |  |
| <b>Profession:</b>  |  | <b>Nationality:</b>             |  |
| <b>Qualifications( Attach Proof of Qualification) :</b>   |  |                                 |  |
| <b>Professional Membership (If any):</b>  |  |                                 |  |
| <b>Name of Employer (Firm) :</b>  |  |                                 |  |
| <b>Current Position :</b>   |  | <b>Years with firm:</b>         |  |
| <b>Employment record: (List of chronological order starting with earliest work experience)</b>  |  |                                 |  |
| <b>Experience record pertinent to required service:</b>   |  |                                 |  |
| <p><b>Certification:</b></p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.</p> |  |                                 |  |
| _____   |  | _____                           |  |
| <b>(Signature of Person named in Schedule)</b>  |  | <b>Date</b>                     |  |

This form should be completed for each key person listed in the functionality criterion

|   |                         |
|---|-------------------------|
| <b>Responsibility or role on the project (as per list in form k)</b>  | <b>Electrician</b>      |
| <b>Name:</b>  | <b>Date of Birth:</b>   |
| <b>Profession:</b>  | <b>Nationality:</b>     |
| <b>Qualifications ( Attach Proof of Qualification) :</b>  |                         |
| <b>Professional Membership (if any):</b>  |                         |
| <b>Name of Employer (Firm) :</b>  |                         |
| <b>Current Position :</b>   | <b>Years with firm:</b> |
| <b>Employment record: (List of chronological order starting with earliest work experience)</b>  |                         |
| <b>Experience record pertinent to required service:</b>   |                         |
| <p><b>Certification:</b></p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.</p> |                         |
| <p>_____</p> <p><b>(Signature of Person named in Schedule) Date</b></p>   |                         |

This form should be completed for each key person listed in the functionality criterion

|   |  |  |  |
|---|--|--|--|
| <b>Responsibility or role on the project (as per list in form k)</b>  |  | <b>Construction Health and Safety Officer or Manager</b> |  |
| <b>Name:</b>  |  | <b>Date of Birth:</b>                                    |  |
| <b>Profession:</b>  |  | <b>Nationality:</b>                                      |  |
| <b>Qualifications ( Attach Proof of Qualification) :</b>  |  |  |  |
| <b>Professional Membership (if any):</b>  |  |  |  |
| <b>Name of Employer (Firm) :</b>  |  |  |  |
| <b>Current Position :</b>   |  | <b>Years with firm:</b>                                  |  |
| <b>Employment record: (List of chronological order starting with earliest work experience)</b>  |  |  |  |
| <b>Experience record pertinent to required service:</b>   |  |  |  |
| <b>Certification:</b>   |  |  |  |
| I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated. |  |  |  |
| _____   |  | _____  |  |
| <b>(Signature of Person named in Schedule)</b>  |  | <b>Date</b>  |  |

**FORM L**

**PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF  
THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS**

BIDDERS MUST HAVE A MINIMUM CIDB GRADING OF 7 EP TO QUALIFY FOR EVALUATION.

**FORM M**

**LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS' INSURANCE TO COVER THIS CONTRACT**

Not Applicable when submitting the bid, only required when the project has commenced

Bidders are required to ensure the safekeeping and insurance of items in place until such time that the works/goods or services are handed over to ERWAT and ERWAT has signed off thereon.

**FORM N**

**INLCUDE THE FOLLOWING DOCUMENTS IN THE SUPPORING DOCUMENTS FILE TO BE SUBMITTED WITH THE ORIGINAL BIDDING DOCUMENT**

1. **FOR CLOSED CORPORATIONS**

CK1 or CK2 as applicable (Founding Statement).

2. **FOR COMPANIES**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. **FOR JOINT VENTURE AGREEMENTS**

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) and (6) of each Joint Venture member.

4. **FOR PARTNERSHIP**

- Certified Copies of the ID's of the partners

5. **ONE-PERSON BUSINESS / SOLE TRADER/SOLE PROPRIETOR**

- Certified Copy of ID

**FORM O**

**BACKGROUND AND WORK EXPERIENCE**

Briefly summarize the Company's experience with regard to Meters installations in industrial plants/ and/ or municipal wastewater treatment plants as bidders would have provided under the Functionality criteria. Attach a Certificate of Completion and/ or Reference Letter.

|                  | <b>EMPLOYER</b> | <b>EMPLOYER'S REPRESENTATIVE (NAME, TEL, E-MAIL)</b> | <b>PROJECT TITLE AND DESCRIPTION OF WORK Inc. CAPACITY OF THE WORKS</b> | <b>VALUE OF WORK (R-Rand)</b> | <b>COMPLETION DATE</b> |
|------------------|-----------------|--|---|-------------------------------|------------------------|
| <b>PROJECT 1</b> |                 |  |   |                               |                        |
| <b>PROJECT 2</b> |                 |  |   |                               |                        |
| <b>PROJECT 3</b> |                 |  |   |                               |                        |
| <b>PROJECT 4</b> |                 |  |   |                               |                        |
| <b>PROJECT 5</b> |                 |  |   |                               |                        |

**FORM P**

**POPIA CONSENT FORM**

**PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013**

The Service Provider and ERWAT shall comply with the requirements of Protection of Personal Information Act of 2013 ("POPIA") and both parties are to ensure that appropriate measures are implemented to protect all personal information processed by both parties for the duration of the contract and beyond the contract expiry. Any breach where personal information is compromised, this must be reported to the affected party within 24 hours after the discovery of the breach.

The Service Provider shall maintain the confidentiality of all Personal Information, ensure that its personnel, joint venture parties, subcontractors are also bound to process and safeguard any personal information that they are entrusted with.

By signing this referral form:

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the ERWAT (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as the ERWAT must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the ERWAT website.

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_  
\_\_\_\_\_

Name & Surname of Company Representative: \_\_\_\_\_

Signature Of Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

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

---

Name & Surname of ERWAT Information Officer: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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

---

Name& Surname of ERWAT Deputy Information Officer: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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



**PROJECT NO: ERW2503/01**

**APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**C1 AGREEMENTS AND CONTRACT DATA**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety
- C1.5 Corporate Governance Breach Clause

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **PROJECT NO: ERW2503/01 APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

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

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

**THE OFFERED RATES FOR THE GOODS, AS SET OUT IN THE PRICING SCHEDULE/BILL OF QUANTITIES (THE PRICES INCLUSIVE OF VALUE ADDED TAX), IS HEREBY CONFIRMED FOR THE PERIOD OF THE CONTRACT PERIOD INCLUDING THE PROVISIONS FOR THE ANNUAL ESCALATIONS (WHERE APPLICABLE)**

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions

of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Agreements and Contract Data (which includes this Agreement)
- Pricing Data
- Scope of Work
- Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

For the Employer .....

(Name and address of organisation)

Name & Signature

Of Witness .....

Name

Date

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

**1 Subject** .....

Details.....

.....

**2 Subject** .....

Details.....

.....

**3 Subject** .....

Details.....

.....

**4 Subject** .....

Details.....

.....

**5 Subject** .....

Details.....

.....

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

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

**FOR THE BIDDER:**

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

**FOR THE EMPLOYER**

Signature(s) .....

Name(s) .....

Capacity .....

For the Employer .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

## C1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract 2015 (GCC 2015, Third Edition)*

Documents can be ordered from SAICE who can be contacted through their website [www.saice.org.za](http://www.saice.org.za). Physical address: SAICE House, Block 9, Thornhill Office Park, Bekker Street, Midrand, Johannesburg. Telephone number: (011) 805 5947.

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

### SPECIAL CONDITIONS OF CONTRACT

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

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

*"The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event of any contradiction between the GCC or any other applicable contractual agreement, the Municipal Financial Management Act and its applicable regulations will take precedence."*

The contract will commence on the last signature date of the Service Level Agreement.

If the tender is found to be unauthorised, fruitless and wasteful or irregular as informed through a formal investigation, internal and or external audit outcome, the Auditor General, Council, ERWAT Board of Directors or National Treasury, ERWAT reserves the right to cancel the tender with immediate effect and the bidder will have no claim to his affect. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.

## AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

### DATA PROVIDED BY THE EMPLOYER

| Clause  | Data  |
|---|---|
| <p><b>SCC1.3.2</b></p>                        | <p><b>Add to clause: Applicable legislation</b></p> <p>It should be noted that all ERWAT contracts are subject to the Municipal Financial Management Act (MFMA Act 56 of 2003), therefore in the event that there is any contradiction between the MFMA (Act 56 of 2003) and the GCC 2015 or any other applicable contractual agreement, the MFMA (Act 56 of 2003) and its applicable regulations shall take precedence.</p>  |
|   | <p><b>Definitions</b></p> <p>The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:</p>   |
| <p><b>SCC1.1.1.7</b></p>                      | <p><b>Add to Clause:</b></p> <p><b>The Framework Agreement is subject to the best practices published in terms of the B.U.I.L.D Programme. (Government gazette 28 April 2023)</b></p> <p><b>It will be the condition of contract that:</b></p> <ul style="list-style-type: none"> <li>i. The contractor shall achieve in the performance of the contract the <b>Contract Skills Development Goal (CSDG)</b> established in the CIDB Standard for Developing Skills through Infrastructure Contracts as published in <b>Gazette Notice No.48491 of 28 April 2023</b>.</li> <li>ii. The contractor shall achieve in the performance of the <i>contract the Contract Participation Goals (CPG)</i> relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette <b>Notice No.36190 of 25 February 2013</b></li> </ul> |
| <p><b>SCC 1.1.1.13</b></p>                    | <p>The Defects Liability Period is <b>12</b> months from the date of the Certificate of Completion.</p> <p>The Defects Liability Period is <b>12</b> months from the date of the Certificate of Completion per installation.</p>  |
| <p><b>SCC 1.1.1.14</b></p>                    | <p>The Works shall be completed within <b>36</b> months from the commencement date on an “as and when required basis”.</p> <p>The Purchase Orders of the Works shall be placed within <b>36</b> months from the commencement date on an “as and when required basis”.</p>   |
| <p><b>SCC 1.1.1.15</b><br/><b>1.2.1.2</b></p> | <p>The Name of the Employer is <b>ERWAT</b></p> <p>The address of the Employer is:<br/>The Managing Director<br/>Hartebeestfontein Office Park<br/>R25 (Bapsfontein/Bronkhorstspuit)<br/>Kempton Park</p>   |

| Clause                  | Data  |
|-------------------------|---|
|                         | Telephone: 011 929 7000   |
| <p><b>SCC 3.2.3</b></p> | <p><b>Add the following:</b></p> <p>Approval of the Employer is required for:</p> <p>i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Accounting Officer for the issue of the cession has been requested and obtained</p> <p>ii). Use of contingencies – for all items for which rates have not been approved in terms the contract.</p> <p>iii). Extension of Time – extension of time can only be granted by the Employer.</p>   |
| <p><b>SCC 4.1.2</b></p> | <p><b>Add the following:</b></p> <p>“When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended”</p>  |
| <p><b>SCC 4.4.1</b></p> | <p><b>Add the following:</b></p> <p>The Contractor is to submit to the Employer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> <li>▪ Previous experience</li> <li>▪ Work which will be sub-contracted to him/her</li> <li>▪ Approximate value of the work to be sub-contracted</li> </ul> <p>Before the Employer in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, Third Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> <li>▪ Informs the Employer in writing that he has reasonable cause for withholding or refusing such payment; and</li> <li>▪ Submits to the Employer reasonable proof that he has so informed such sub-contractor in writing</li> </ul> |

| Clause                  | Data   |
|-------------------------|--|
| <p><b>SCC 4.9.1</b></p> | <p><b>Add the following:</b></p> <p>“All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.</p> <p>Should any equipment, in the opinion of the Employer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer may instruct the Contractor to replace such equipment.”</p>   |
| <p><b>SCC 5.3.1</b></p> | <p><b>Add the following to 5.3.1:</b></p> <p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Plan (Refer to Cl. 4.3 of GCC 3<sup>rd</sup> Ed 2015)</li> <li>• Initial Programme (Refer to Cl. 5.6 of GCC 3<sup>rd</sup> Ed 2015)</li> <li>• Security (Deed of Guarantee) (refer to Cl. 6.2 of GCC 3<sup>rd</sup> Ed 2015)</li> <li>• Insurances (Refer to Cl. 8.6 of GCC 3<sup>rd</sup> Ed 2015)</li> </ul>  |
| <p><b>SCC 5.3.3</b></p> | <p><b>Add the following:</b></p> <p>The time to the documentation required before Commencement of the Works execution is <b>28</b> days</p>  |
| <p><b>SCC 5.4.1</b></p> | <p><b>Add the following:</b></p> <p>The Commencement Date shall be the date the contractor is given possession of site.</p>  |
| <p><b>SCC 5.8.1</b></p> | <p><b>Add the following:</b></p> <p>The special non-working days are the official builder’s holiday plus all statutory public holidays.</p>  |
| <p><b>SCC 5.12</b></p>  | <p><b>Add the following:</b></p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt.</p> <p>Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days.</p> <p>Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p> |

| Clause                     | Data  |
|----------------------------|---|
| <p><b>SCC 5.12.2.1</b></p> | <p><b>Add the following:</b></p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm, but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> |

| Clause                     | Data   |
|----------------------------|--|
| <p><b>SCC 5.13.1</b></p>   | <p><b>Add the following:</b></p> <p>The penalty for failing to complete the works is shall be calculated as follows; Purchase Order value multiply 0.04% per day</p>   |
| <p><b>SCC 6.2.1</b></p>    | <p><b>Add the following:</b></p> <p>The Security to be provided by the Contractor shall be the Performance guarantee liability of <b>10 %</b> of the Purchase Order. This guarantee shall be delivered within 21 days of the Commencement Date</p>   |
| <p><b>SCC 6.2.2</b></p>    | <p><b>Add the following:</b></p> <p>The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 10 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works. “</p> |
| <p><b>SCC 6.9.1</b></p>    | <p>All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client’s Representatives approval of such material must be gained before use thereof.</p>   |
| <p><b>SCC 6.10.1.5</b></p> | <p><b>Add the following:</b></p> <p>The percentage advance on materials not yet built into the Permanent Works but received on site is <b>80 %</b>.</p>  |
| <p><b>SCC 6.10.3</b></p>   | <p><b>Add the following:</b></p> <p>The <b>5%</b> retention of the purchase order value will be released upon completion of the works and the remaining <b>5%</b> retention amount shall be released at the end of <b>12 months</b> defects liability period.</p>  |
| <p><b>SCC 6.10.4</b></p>   | <p><b>Add the following:</b></p> <p>The limit of retention money is <b>10 %</b> of the purchase order value.</p>   |
| <p><b>SCC 7.2.1</b></p>    | <p><b>Add the following:</b></p> <p>All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS/SANS/ISO standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employers approval of such material must be gained before use thereof.</p>   |

| Clause                      | Data  |
|-----------------------------|---|
| <p><b>SCC 8.6.1.1.2</b></p> | <p><b>Add the following:</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>   |
| <p><b>SCC 8.6.1.1.3</b></p> | <p><b>Add the following:</b></p> <p>The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the Purchase Order value.</p>   |
| <p><b>SCC 8.6.1.3</b></p>   | <p><b>Add the following:</b></p> <p>The limit of indemnity for liability insurance is 10 % of Purchase Order value. This will be finalized at Service Level Agreement (SLA)stage</p>  |
| <p><b>SCC 1.1.1.8</b></p>   | <p><b>Add the following: Add New Clause, Clause 1.1.1.8A:</b> Terms for Issuing of Work Orders/Instruction to Perform Work (IPW):</p> <p>The Service Provider acknowledges that it is the objective of the Employer to create a Framework agreement for this tender for the Contract Period of Performance to ensure that as-and-when the Employer requires services scoped as per this contract; the Service Provider is in position, without delay, to render such services. Thus, to this end:</p> <ul style="list-style-type: none"> <li>a) The Employer does not guarantee a minimum or maximum expected quantum of work/services or fee value of work/services other than that which may be formally issued and accepted by the Services Provider during the term of the framework agreement. Emphasis is made on CIDB Practice None 15 (Synopsis and Introduction)), that the CIDB grading should not be understood as a commitment to a minimum quantum of work equal to the lower limit of the CIDB grade applicable to this contract. The issuing of orders will be subject to budget availability and other factors that may influence prioritisation of services to the client during the term of the agreement.</li> <li>b) The Framework agreement may not bind the Employer to only make use of the agreement to meet the needs of the organisation.</li> <li>c) The Employer shall reserve the right to allocate purchase orders to more than one service provider depending on the nature of the assignment.</li> <li>d) When the framework agreement is concluded, it has a zero value or specified volumes of works/services, and the Employer shall have no obligation to pay the Service Provider appointed to the framework agreement.</li> </ul> |
| <p><b>SCC 1.1.1.8</b></p>   | <p><b>Add New Clause 1.1.1.8B,</b> Selection of Service Providers for Work Orders/Instruction to Perform Work (IPW):</p> <p>Work Orders from a framework agreement with a number of Service Providers covering the same scope of work may be made with and without requiring competition amongst the framework Service</p>  |

| Clause | Data   |
|--------|--|
|        | <p>Providers. Therefore, as is the case of this framework agreement, non-competition and competition shall follow the following terms:</p> <p><b>1.Non-Competition:</b> for the scope of work where the prices, fees and expenses have been adequately provided, the selection of service providers shall be conducted without competition and based on the following terms:</p> <ul style="list-style-type: none"> <li>a) For all works that are considered to be associated with low to moderate inherent risks in the opinion of the employer, selection of service providers from the panel shall be mainly conducted on a rotational basis. And service providers shall be placed in the panel from the bidder who scores the highest preferential points to the bidder who scores the lowest preferential points.</li> <li>b) For works that significantly warrant risk concerns, the employer shall reserve the right to invite the Service Provider(s) who in their opinion is most suitable to provide the work in the best interest of the Employer. Factors such as largely identical previous experience in the works/service being instructed, specialist expertise, financial models, etc shall influence such decisions.</li> <li>c) The value of the batch, task or package order is less than the threshold for the quotation procedure.</li> </ul> <p><b>2.Competition:</b> in the Framework contract shall be opened, and contractors invited to submit quotations to provide work/services in terms of the Works Order in the cases where:</p> <ul style="list-style-type: none"> <li>a) The terms of the framework contract require modification, or</li> <li>b) The terms in the framework agreement are insufficiently precise or complete to cover the requirements of the Works Order (e.g., Time based Fees, uncertainty of scope,ect ); or</li> <li>c) The competitive process will provide a better quality of service and good value for money.</li> <li>d) There is no advantage or justifiable reason for issuing a Works Oder to a particular Framework Service Provider.</li> </ul> |

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

| <b>Sub-<br/>Clause</b> | <b>Data</b>  |
|------------------------|--|
| <p><b>1.1.17</b></p>   | <p>The Contractor is:</p> <p>Name:<br/>.....</p> <p>The Address of the Contractor is:</p> <p>Address (physical):<br/>.....<br/>.....<br/>.....</p> <p>Address (postal):<br/>.....<br/>.....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> |
| <p><b>1.1.22</b></p>   | <p>Contractors Representative</p> <p>Name: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p>  |

**C1.3 FORM OF GUARANTEE**

**PROJECT NO: ERW2503/01**

**APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

WHEREAS .....

at .....

*(Hereinafter referred to as "the Employer")*

Entered into, on the ..... day of ..... 20 ....., at .....

a Contract with .....

at .....

*(Hereinafter referred to as "the Contractor")*

for the construction of .....

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

AND WHEREAS .....

has/ have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, ..... hereby guarantee and bind ourselves jointly and severally as Sureties and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excursion 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 authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of

the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

- 4. Our total liability hereunder shall not exceed the sum of (R ..... ).
- 5. We hereby choose *domicilium citandi et executandi* for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at ..... on this day of .. 20.....

As witnesses:

- 1. .... Signature
- 2. .... Signature

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

Address

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

**C1.4 OCCUPATIONAL HEALTH AND SAFETY**

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

THIS AGREEMENT IS made at .....

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

Between EKURHULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one part, herein represented by .....

In his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and .....

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

.....

in his capacity as .....

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz PROJECT NO ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS COMMISSIONS and has accepted a Bid 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 WITNESSED AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 The date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract for construction works 2015 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
  - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC 2015.
- 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 mandatories
    - (iv) Sub-section 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.
- 4 In addition to the requirements of Clause 8.4 of the GCC 2015 (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 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.
7. 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 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 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 enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER :** .....

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

**SIGNED FOR AND ON BEHALF OF THE MANDATORY..... :**

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

**ANNEXURE A**

**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.

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/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME.....:

## **C1.5 CORPORATE GOVERNANCE BREACH CLAUSE**

1. Ekurhuleni Water Care Company (“ERWAT”) requires [insert name of company] (“the Company”) to comply, mutatis mutandis with the Code contained in the King III Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, mutatis mutandis, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
  - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
  - 3.2 ERWAT will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish ERWAT with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. ERWAT shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code.

To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of ERWAT and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to ERWAT.

In the event of it being found that the Company is not complying with the Code, then ERWAT shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then ERWAT shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors’ obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to ERWAT that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded. Initial: \_\_\_\_\_



**PROJECT NO: ERW2503/01**

**APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL  
GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN  
REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**C2 PRICING DATA**

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



## PROJECT NO: ERW2503/01

# APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS

### C2.1 PRICING INSTRUCTIONS

1. This Contract is a Framework Agreement and shall be solely used to provide services on as-instructed basis, the Service Provider shall only tender rates against each item given in the Schedule of Rates so that as-and when the employer requires services scoped as per this contract; the Service Provider is in position, without delay, to render such services.
2. The Service Provider shall tender his rates considering that the employer does not commit itself to offer the Service Provider any minimum or maximum volume and or value of work during the term of the Framework Agreement. Emphasis is made on CIDB Practice None 15 (Synopsis and Introduction), that the CIDB grading should not be understood as a commitment to a minimum quantum of work equal to the lower limit of the CIDB grade applicable to this contract. The issuing of orders will be subject to budget availability and other factors that may influence prioritisation of services to the client during the term of the agreement.
3. The Schedule of Rates shall be read together with the scope of works including all technical specifications, and the service providers shall be expected to provide rates that are specific to the requirements of the scope of works and technical specifications contained in the bid.
4. The Service Provider shall ensure that a rate/amount is entered against each item in the Schedule of Rates. An item against which no rate or amount is entered shall be deemed grounds for a partially completed bid document and will lead to disqualification.
5. The rates/amounts tendered in the Schedule of Rates shall be the full inclusive rates/amounts to the Employer for the work described under the several items. Such rates/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, overhead charges, taxes (including value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based. The Service Provider shall ensure that all inserted rates are

reasonable as these shall be used during bid evaluation and shall become the basis for payment of all work that will be carried out during the Term of the Framework Agreement.

6. The applicable Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings (where attached) shall be read in conjunction with the Schedule of Rates.
7. Descriptions in the Schedule of Rates are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
8. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
9. For the purposes of this Schedule of Rates, the following words shall have the meanings hereby assigned to them:

|          |   |  |
|----------|---|--|
| Unit     | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications   |
| Quantity | : | The number of units of work for each item  |
| Rate     | : | The payment per unit of work at which the Bidder Tenders to do the work  |
| Amount   | : | The quantity of an item multiplied by the tendered rate of the (same) item   |
| Sum      | : | An amount tendered for an item, the extent of which is described in the Schedule of Rates, 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 Rates are metric units. The following abbreviations may appear in the Schedule of Rates:

|                      |   |                       |
|----------------------|---|-----------------------|
| mm                   | = | millimetre            |
| m                    | = | metre                 |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| m <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| ha                   | = | hectare               |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| kW                   | = | kilowatt              |
| kN                   | = | kilo Newton           |
| kg                   | = | kilogram              |
| t                    | = | ton (1 000 kg)        |
| %                    | = | per cent              |
| MN                   | = | mega Newton           |
| MN-m                 | = | mega Newton-metre     |

PC Sum = Prime Cost Sum  
Prov Sum = Provisional Sum

11. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
12. Mistakes made by the Bidder in completion of the Schedule of Rates shall not be erased or covered with correcting fluid. A line shall be drawn through the incorrect entry, and the correct entry shall be written above the deletion and initialled by the Bidder. Failure to observe this Condition will lead to the Tender being disqualified.
13. **This is a Rates based contract developed under an indicative scope of work and therefore there are no quantities or Totals set out in the pricing schedule, Work Orders will only be generated on “as and when” required basis according to the rates offered and accepted at the negotiation and award stage.**
14. Work Orders generated on “as and when” basis shall contain estimate quantities for the proposed Works. The actual quantities of work/services rendered as finally measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the estimate quantities set out in the Bill of Quantities for the Works Order, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities for the generated Works Order and the quantities certified for payment.
15. The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.
16. Evaluation for price scoring will be done by calculating the line items in the table below to an indicative sum to determine the highest scoring bidder as provided for in the PPPFA Regulation 2022.
17. The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:
  - a) No price adjustment over the first 12-month period of the Contract.
  - b) On the 12-month anniversary date of the signing of the agreement, the rates shall be adjusted by a twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the contract.
  - c) Where CPI is not practically implementable, CPA will be considered based on the indices referred to in the MBD 3.2 form. ERWAT reserve the right to request additional information from the bidder to substantiate the bidders' request above CPI.
18. It is the Main Contractor's responsibility to make sure their offered Rates are market-related such that they can in turn pay market-related Rates to subcontractors. Should there be a deficit between the Main Contractor's rates and the Subcontractor's tendered or negotiated Rates, the main Contractor will have to cover for such difference.

19. The Contractor's monthly invoice shall be accompanied by confirmation from the Engineer or his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the Engineer or his duly authorised representative shall result in non-payment of the Contractor's invoice until the default has been corrected, or the deemed incomplete items are excluded from the invoice.
20. The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative.
21. The Provisional Sums and Tendered amounts/prices shall be applicable per Works Order or IPW issued and should not be deemed to represent the maximum available budget for the entire Framework Contract.
- 22. Provisional Sum and Allowable for Contingencies**
- 22.1. The Contractor must obtain a minimum of three quotations (where possible) to be approved in writing by the relevant ERWAT Chief Financial Officer before proceeding with the Works.
- 22.2. The Provisional Sums and Contingencies shall be applicable to the maximum amount in each case where a Works Order is released and shall be considered to be available to the maximum amount for any Works Order generated until the contract expires. It shall be noted that these sums shall not be understood to be the total Provisional Sums and Contingencies applied once off to the entire contract.
23. Mark Up on items not covered under the pricing schedule shall be negotiated to a maximum of 10% on the actual price of the item, not on the pricing schedule and not on profit:
- The service provider is to be aware that ERWAT reserves the right to obtain quotes to check if the contractor is not overcharging with respect to such item/s. **The mark-up percentage will be limited to a maximum of 10% and will be considered on a case-by-case basis and limited to the scope.**
24. A maximum allowable of 10% shall be included on each and every order that will be issued upon award to cater for contingencies.
25. The Preliminary and General rates and amounts shall be applicable to the maximum in each case each Works Order at a time and shall in no wise be understood as the maximum allowable amounts for the entire duration of the contract.
26. The Preliminary and General rates and amounts shall be applicable to the maximum amount in each case where a Works Order is released and shall be considered to be available to the maximum amount for any Works Order generated until the contract expires. It shall be noted that these amounts and rates shall not be understood to be the total Preliminary and Generals applied once off to the entire contract.
27. As per the CIDB Practice Notes, the procurement strategy followed in this contract shall follow the method of applying a maximum CIDB grade for each Financial Year, the CIDB grading of 8 CE shall be applied as the maximum CIDB grade for each Financial Year for the term of the Framework Agreement, and shall not be considered to be the once off CIDB grading for the entire term of the contract.

28. ERWAT reserves the right to negotiate with bidders, the tendered rates will be subject to negotiation, and the employer will satisfy itself that prices are not too low to warrant risks with service delivery failure or too high to warrant risks with cost overruns.

*(The price should be inclusive of all direct and indirect costs (including transport, labour and other applicable fees).*

**The following will be accepted to be a fully completed pricing schedule:**

**Bidders to indicate accurately:**

*A price is written/typed in Ink. No pencil or tippex will be accepted. Please note that where bidders opt to type in the prices, the original bid document will be accepted by ERWAT. The document is not to be retyped and no additional pricing schedule in the bidder's format will be accepted. In the event that there are two pricing schedules submitted by the bidder, the original issued document from ERWAT will prevail.*

*Bidders are not allowed to STRIKE THROUGH the BOQ and only the abbreviations as stated below, will be accepted:*

*No charge = N/C*

*Included = Incl*

*R0 will be accepted as no charge.*

*No offer = N/O*

*If pricing is left blank, or the bidder indicated N/A, it will be accepted to be an incomplete and non-responsive bid.*



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**C2.2 SCHEDULE OF RATES**

**A. SECTION A - PRELIMINARY AND GENERAL**

| <b>PRELIMINARY AND GENERAL</b>                      |  |            |                        |
|---|--|------------|------------------------|
| <b>ITEM</b>   | <b>DESCRIPTION</b>   | <b>UOM</b> | <b>RATE (VAT Inc.)</b> |
| <b>Occupational Health and Safety Requirements</b>  |  |            |                        |
| 1.  | Development of Health & Safety File  | Each       |                        |
| 2.  | Electrical Certificate of Compliance   | Each       |                        |
| <b>Planning, Execution and Quality Requirements</b> |  |            |                        |
| 3.  | Programme of Works, Cash Flow Projections, Bi-Weekly Progress Reports for the duration of the Contract and 4x Close-Out Report with O & M Manual, SOPs (Soft and Hard Copies) including Drawings (in both .pdf and .dwg formats) | Each       |                        |
| <b>Equipment Hire (Wet Rate)</b>                    |  |            |                        |
| 4.  | Truck, with 5 Ton Capacity Crane   | Day        |                        |
| 5.  | Truck, with 8 Ton Capacity Crane   | Day        |                        |
| 6.  | Lifting Equipment (20 Ton Crane) & Accessories   | Day        |                        |
| 7.  | Lifting Equipment (25 Ton Crane) & Accessories   | Day        |                        |
| 8.  | Lifting Equipment (35 Ton Crane) & Accessories   | Day        |                        |
| 9.  | Lifting Equipment (55 Ton Crane) & Accessories   | Day        |                        |
| 10.   | Lifting Equipment (90 Ton Crane) & Accessories   | Day        |                        |

**B. SECTION B- GENERATORS**

| ITEM      | DESCRIPTION   | UOM         | RATE (VAT Inc.) |
|-----------|---|-------------|-----------------|
| <b>1.</b> | <b>25 kVA Prime Power Generator</b>   |             |                 |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |                 |
| 1.1.      | Supply of 25 kVA Prime Generator (Open Set)   | <b>Each</b> |                 |
| 1.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 25 kVA Generator in the container</i> ) as per spec  | <b>Each</b> |                 |
| 1.3.      | Supply and Install an Automatic Changeover panel for the 25 kVA Generator   | <b>Each</b> |                 |
| 1.4.      | Supply and install Free standing by-pass switch for the 25 kVA Generator  | <b>Each</b> |                 |
| 1.5.      | Supply and install GSM Modem  | <b>Each</b> |                 |
| 1.6.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |                 |
| 1.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |                 |
| <b>2.</b> | <b>50 kVA Prime Power Generator</b>   |             |                 |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |                 |
| 2.1.      | Supply of 50 kVA Prime Generator (Open Set)   | <b>Each</b> |                 |
| 2.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 50 kVA Generator in the container</i> ) as per spec  | <b>Each</b> |                 |
| 2.3.      | Supply and Install an Automatic Changeover panel for the 50 kVA Generator   | <b>Each</b> |                 |
| 2.4.      | Supply and install Free standing by-pass switch for the 50 kVA Generator  | <b>Each</b> |                 |
| 2.5.      | Supply and install GSM Modem  | <b>Each</b> |                 |
| 2.6.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |                 |
| 2.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |                 |

|           |   |             |  |
|-----------|---|-------------|--|
| <b>3.</b> | <b>100 kVA Prime Power Generator</b>  |             |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |  |
| 3.1.      | Supply of 100 kVA Prime Generator (Open Set)  | <b>Each</b> |  |
| 3.2.      | Supply of Sound Reduction Container <i>(Include Installing of 100 kVA Generator in the container)</i> as per spec   | <b>Each</b> |  |
| 3.3.      | Supply and Install an Automatic Changeover panel for the 100 kVA Generator  | <b>Each</b> |  |
| 3.4.      | Supply and install Free standing by-pass switch for the 100 kVA Generator   | <b>Each</b> |  |
| 3.5.      | Supply and install GSM Modem  | <b>Each</b> |  |
| 3.6.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |  |
| 3.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |  |
| <b>4.</b> | <b>150 kVA Prime Power Generator</b>  |             |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |  |
| 4.1.      | Supply of 150 kVA Prime Generator (Open Set)  | <b>Each</b> |  |
| 4.2.      | Supply of Sound Reduction Container <i>(Include Installing of 150 kVA Generator in the container)</i> as per spec   | <b>Each</b> |  |
| 4.3.      | Supply and Install an Automatic Changeover panel for the 150 kVA Generator  | <b>Each</b> |  |
| 4.4.      | Supply and install Free standing by-pass switch for the 150 kVA Generator   | <b>Each</b> |  |
| 4.5.      | Supply and install GSM Modem  | <b>Each</b> |  |
| 4.6.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |  |
| 4.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |  |
| <b>5.</b> | <b>200 kVA Prime Power Generator</b>  |             |  |
| 5.1.      | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance,</b>  |             |  |

|           |   |             |  |
|-----------|---|-------------|--|
|           | <b>modifications and providing required certification as per this contract.</b>   |             |  |
| 5.2.      | Supply of 200 kVA Prime Generator (Open Set)  | <b>Each</b> |  |
| 5.3.      | Supply of Sound Reduction Container ( <i>Include Installing of 200 kVA Generator in the container</i> ) as per spec   | <b>Each</b> |  |
| 5.4.      | Supply and Install an Automatic Changeover panel for the 200 kVA Generator  | <b>Each</b> |  |
| 5.5.      | Supply and install Free standing by-pass switch for the 200 kVA Generator   | <b>Each</b> |  |
| 5.6.      | Supply and install GSM Modem  | <b>Each</b> |  |
| 5.7.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |  |
| 5.8.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |  |
| <b>6.</b> | <b>250 kVA Prime Power Generator</b>  |             |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |  |
| 6.1.      | Supply of 250 kVA Prime Generator (Open Set)  | <b>Each</b> |  |
| 6.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 250 kVA Generator in the container</i> ) as per spec   | <b>Each</b> |  |
| 6.3.      | Supply and Install an Automatic Changeover panel for the 250 kVA Generator  | <b>Each</b> |  |
| 6.4.      | Supply and install Free standing by-pass switch for the 250 kVA Generator   | <b>Each</b> |  |
| 6.5.      | Supply and install GSM Modem  | <b>Each</b> |  |
| 6.6.      | Factory Testing for all equipment covered in the contract including quality control   | <b>Each</b> |  |
| 6.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | <b>Each</b> |  |
| <b>7.</b> | <b>300 kVA Prime Power Generator</b>  |             |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |             |  |

|           |   |      |  |
|-----------|---|------|--|
| 7.1.      | Supply of 300 kVA Prime Generator (Open Set)  | Each |  |
| 7.2.      | Supply of Sound Reduction Container <i>(Include Installing of 300 kVA Generator in the container)</i> as per spec   | Each |  |
| 7.3.      | Supply and Install an Automatic Changeover panel for the 300 kVA Generator  | Each |  |
| 7.4.      | Supply and install Free standing by-pass switch for the 300 kVA Generator   | Each |  |
| 7.5.      | Supply and install GSM Modem  | Each |  |
| 7.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 7.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>8.</b> | <b>500 kVA Prime Power Generator</b>  |      |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 8.1.      | Supply of 500 kVA Prime Generator (Open Set)  | Each |  |
| 8.2.      | Supply of Sound Reduction Container <i>(Include Installing of 500 kVA Generator in the container)</i> as per spec   | Each |  |
| 8.3.      | Supply and Install an Automatic Changeover panel for the 500 kVA Generator  | Each |  |
| 8.4.      | Supply and install Free standing by-pass switch for the 500kVA Generator  | Each |  |
| 8.5.      | Supply and install GSM Modem  | Each |  |
| 8.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 8.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>9.</b> | <b>600 kVA Prime Power Generator</b>  |      |  |
|           | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 9.1.      | Supply of 600 kVA Prime Generator (Open Set)  | Each |  |

|            |   |      |  |
|------------|---|------|--|
| 9.2.       | Supply of Sound Reduction Container <i>(Include Installing of 600 kVA Generator in the container)</i> as per spec   | Each |  |
| 9.3.       | Supply and Install an Automatic Changeover panel for the 600 kVA Generator  | Each |  |
| 9.4.       | Supply and install Free standing by-pass switch for the 600 kVA Generator   | Each |  |
| 9.5.       | Supply and install GSM Modem  | Each |  |
| 9.6.       | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 9.7.       | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>10.</b> | <b>650 kVA Prime Power Generator</b>  |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 10.1.      | Supply of 650 kVA Prime Generator (Open Set)  | Each |  |
| 10.2.      | Supply of Sound Reduction Container <i>(Include Installing of 650 kVA Generator in the container)</i> as per spec   | Each |  |
| 10.3.      | Supply and Install an Automatic Changeover panel for the 650 kVA Generator  | Each |  |
| 10.4.      | Supply and install Free standing by-pass switch for the 650 kVA Generator   | Each |  |
| 10.5.      | Supply and install GSM Modem  | Each |  |
| 10.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 10.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>11.</b> | <b>800 kVA Prime Power Generator</b>  |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 11.1.      | Supply of 800 kVA Prime Generator (Open Set)  | Each |  |
| 11.2.      | Supply of Sound Reduction Container <i>(Include Installing of 800 kVA Generator in the container)</i> as per spec   | Each |  |

|            |   |      |  |
|------------|---|------|--|
| 11.3.      | Supply and Install an Automatic Changeover panel for the 800 kVA Generator  | Each |  |
| 11.4.      | Supply and install Free standing by-pass switch for the 800 kVA Generator   | Each |  |
| 11.5.      | Supply and install GSM Modem  | Each |  |
| 11.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 11.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>12.</b> | <b>1000 kVA Prime Power Generator</b>   |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 12.1.      | Supply of 1000 kVA Prime Generator (Open Set)   | Each |  |
| 12.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 1000 kVA Generator in the container</i> ) as per spec  | Each |  |
| 12.3.      | Supply and Install an Automatic Changeover panel for the 1000 kVA Generator   | Each |  |
| 12.4.      | Supply and install Free standing by-pass switch for the 1000 kVA Generator  | Each |  |
| 12.5.      | Supply and install GSM Modem  | Each |  |
| 12.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 12.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>13.</b> | <b>1250 kVA Prime Power Generator</b>   |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 13.1.      | Supply of 1250 kVA Prime Generator (Open Set)   | Each |  |
| 13.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 1250 kVA Generator in the container</i> ) as per spec  | Each |  |
| 13.3.      | Supply and Install an Automatic Changeover panel for the 1250 kVA Generator   | Each |  |

|            |   |      |  |
|------------|---|------|--|
| 13.4.      | Supply and install Free standing by-pass switch for the 1250 kVA Generator  | Each |  |
| 13.5.      | Supply and install GSM Modem  | Each |  |
| 13.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 13.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>14.</b> | <b>1500 kVA Prime Power Generator</b>   |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 14.1.      | Supply of 1500 kVA Prime Generator (Open Set)   | Each |  |
| 14.2.      | Supply of Sound Reduction Container (Include Installing of 1500 kVA Generator in the container) as per spec   | Each |  |
| 14.3.      | Supply and Install an Automatic Changeover panel for the 1500 kVA Generator   | Each |  |
| 14.4.      | Supply and install Free standing by-pass switch for the 1500 kVA Generator  | Each |  |
| 14.5.      | Supply and install GSM Modem  | Each |  |
| 14.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 14.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |
| <b>15.</b> | <b>2000 kVA Prime Power Generator</b>   |      |  |
|            | <b>Supply and Delivery - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |      |  |
| 15.1.      | Supply of 2000 kVA Prime Generator (Open Set)   | Each |  |
| 15.2.      | Supply of Sound Reduction Container ( <i>Include Installing of 2000 kVA Generator in the container</i> ) as per spec  | Each |  |
| 15.3.      | Supply and Install an Automatic Changeover panel for the 2000 kVA Generator   | Each |  |
| 15.4.      | Supply and install Free standing by-pass switch for the 2000kVA Generator   | Each |  |
| 15.5.      | Supply and install GSM Modem  | Each |  |
| 15.6.      | Factory Testing for all equipment covered in the contract including quality control   | Each |  |
| 15.7.      | Site testing and commissioning of all equipment covered by this contract including quality control and handover   | Each |  |

**B. SECTION C - FOUNDATION AND EXCAVATION**

| ITEM | DESCRIPTION  | UOM   | RATE (VAT Inc.) |
|------|--|-------|-----------------|
| 1.   | Trenching, including backfilling and compacting for a width of 750mm depth x 750mm wide ( <b>Pickable ground</b> ) | Meter |                 |
| 2.   | Trenching, including backfilling and compacting for a width of 750mm depth x 750mm wide ( <b>Clay ground</b> )     | Meter |                 |
| 3.   | Trenching, including backfilling and compacting for a width of 750mm depth x 750mm wide ( <b>Hard ground</b> )     | Meter |                 |
| 4.   | Trenching, including backfilling and compacting for a width of 750mm depth x 750mm wide ( <b>Concrete</b> )        | Meter |                 |
| 5.   | Trenching, including backfilling and compacting for a width of 750mm depth x 750mm wide ( <b>Paved ground</b> )    | Meter |                 |
| 6.   | Concrete foundation/Slab including soil and concrete cube tests for a <b>25 kVA Generator (Canopy type)</b>        | Sum   |                 |
| 7.   | Concrete foundation/Slab including soil and concrete cube tests for a <b>50 kVA Generator (Canopy type)</b>        | Sum   |                 |
| 8.   | Concrete foundation/Slab including soil and concrete cube tests for a <b>100kVA Generator (Canopy type)</b>        | Sum   |                 |
| 9.   | Concrete foundation/Slab including soil and concrete cube tests for a <b>150 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 10.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>200 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 11.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>250 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 12.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>300 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 13.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>500 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 14.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>600 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 15.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>650 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 16.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>800 kVA Generator (Canopy type)</b>       | Sum   |                 |
| 17.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>1000 kVA Generator (Canopy type)</b>      | Sum   |                 |
| 18.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>1250 kVA Generator (Canopy type)</b>      | Sum   |                 |
| 19.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>1500 kVA Generator (Canopy type)</b>      | Sum   |                 |
| 20.  | Concrete foundation/Slab including soil and concrete cube tests for a <b>2000 kVA Generator (Canopy type)</b>      | Sum   |                 |

**C. SECTION D - ELECTRICAL CABLES**

| ITEM | DESCRIPTION   | UOM   | RATE (VAT Inc.) |
|------|---|-------|-----------------|
|      | <b>SUPPLY and DELIVERY - including double handling if stored, pre- installation activities, quality assurance, modifications and providing required certification as per this contract.</b> |       |                 |
| 1.   | 1.5 mm <sup>2</sup> x 2 core SWA Cable including termination kit  | Meter |                 |
| 2.   | 2.5 mm <sup>2</sup> x 2 core SWA Cable including termination kit  | Meter |                 |
| 3.   | 4 mm <sup>2</sup> x 2 core SWA Cable including termination kit  | Meter |                 |
| 4.   | 6 mm <sup>2</sup> x 2 core SWA Cable including termination kit  | Meter |                 |
| 5.   | 10 mm <sup>2</sup> x 2 core SWA Cable including termination kit   | Meter |                 |
| 6.   | 16 mm <sup>2</sup> x 2 core SWA Cable including termination kit   | Meter |                 |
| 7.   | 1.5 mm <sup>2</sup> x 3 core SWA Cable including termination kit  | Meter |                 |
| 8.   | 2.5 mm <sup>2</sup> x 3 core SWA Cable including termination kit  | Meter |                 |
| 9.   | 4 mm <sup>2</sup> x 3 core SWA Cable including termination kit  | Meter |                 |
| 10.  | 6 mm <sup>2</sup> x 3 core SWA Cable including termination kit  | Meter |                 |
| 11.  | 1.5mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 12.  | 2.5mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 13.  | 4mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 14.  | 6mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 15.  | 10mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 16.  | 16mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 17.  | 25mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 18.  | 35mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 19.  | 50mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 20.  | 70mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 21.  | 95mm <sup>2</sup> x 4 core SWA Cable including termination kit  | Meter |                 |
| 22.  | 120mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 23.  | 150mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 24.  | 185mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 25.  | 240mm <sup>2</sup> x 4 core SWA Cable including termination kit   | Meter |                 |
| 26.  | 300mm x 4 core SWA Cable including termination kit  | Meter |                 |
| 27.  | 1.5mm <sup>2</sup> single core Cable including termination kit  | Meter |                 |
| 28.  | 2.5mm <sup>2</sup> single core Cable including termination kit  | Meter |                 |
| 29.  | 4mm <sup>2</sup> single core Cable including termination kit  | Meter |                 |

|     |  |       |  |
|-----|--|-------|--|
| 30. | 6mm <sup>2</sup> single core Cable including termination kit               | Meter |  |
| 31. | 10mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 32. | 16mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 33. | 25mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 34. | 35mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 35. | 50mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 36. | 70mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 37. | 95mm <sup>2</sup> single core Cable including termination kit              | Meter |  |
| 38. | 120mm <sup>2</sup> single core Cable including termination kit             | Meter |  |
| 39. | 150mm <sup>2</sup> single core Cable including termination kit             | Meter |  |
| 40. | 185mm <sup>2</sup> single core Cable including termination kit             | Meter |  |
| 41. | 240mm <sup>2</sup> single core Cable including termination kit             | Meter |  |
| 42. | 300mm single core Cable including termination kit                          | Meter |  |
| 43. | 10mm <sup>2</sup> x Bare Copper Earth Cable including termination kit      | Meter |  |
| 44. | 16mm <sup>2</sup> x Bare Copper Earth Cable including termination kit      | Meter |  |
| 45. | 70mm <sup>2</sup> x Bare Copper Earth Cable including termination kit      | Meter |  |
| 46. | 95mm <sup>2</sup> x Bare Copper Earth Cable including termination kit      | Meter |  |
| 47. | 120mm <sup>2</sup> x Bare Copper Earth Cable including termination kit     | Meter |  |
| 48. | Fibre optic multimode 4 pair cable (suitable for underground installation) | Meter |  |

**D. SECTION E- PROVISIONAL SUMS**

| Description                                 | Amount (incl. VAT)   |
|---|----------------------|
| <b>*Provisional Sum subject to approval</b> | <b>R9 000 000.00</b> |
| <b>Administrative fee</b>                   | <b>R500.00</b>       |

- a. Provisional sum has been included in the pricing schedule and will only be applicable where related goods are required that are not catered for in the pricing schedule.
- b. Items will be on an as-and-when-required basis, subject to prior approval.
- c. ERWAT may request a quote from the appointed bidder/s (where applicable) for the items/services required.
- d. ERWAT reserves the right to verify market-related costs, which includes the sourcing of alternative quotation for the items/services in relation to actual cost verification.
- e. Payments for such items/services will be on actuals, plus the administrative fee as listed in the pricing schedule. Please note that the administrative fee will only be applicable to items not listed in the pricing schedule, limited to per order/ per job, which will be deducted from the provisional sum.
- f. The supporting documentation that must be supplied is the quotation from the appointed company or third-party supplier.
- g. The provisional sum value is valid for the total contract period.

**NB. Warranty will take effect from the date of handover.**

I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications for the tender sum as indicated and within the time for completion as specified in the Contract.

BIDDER'S name: \_\_\_\_\_

BIDDER'S signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cellular number: \_\_\_\_\_

E Mail Address: \_\_\_\_\_

## LIST OF IMPORTED ITEMS

Contractors to list all items which are not solely South African manufactured.

| ITEM | DESCRIPTION | R VALUE | ROE |
|------|-------------|---------|-----|
| 1    |             |         |     |
| 2    |             |         |     |
| 3    |             |         |     |
| 4    |             |         |     |
| 5    |             |         |     |
| 6    |             |         |     |
| 7    |             |         |     |
| 8    |             |         |     |
| 9    |             |         |     |
| 10   |             |         |     |
| 11   |             |         |     |
| 12   |             |         |     |
| 13   |             |         |     |
| 14   |             |         |     |
| 15   |             |         |     |
| 16   |             |         |     |
| 17   |             |         |     |
| 18   |             |         |     |
| 19   |             |         |     |
| 20   |             |         |     |



**C3**

**SCOPE OF WORK**

**APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER  
AND INSTALL GENERATORS FOR ERWAT WATER CARE  
WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD  
OF THIRTY-SIX (36 NO.) MONTHS**

## **DETAILED CONTENTS (VOLUME 3)**

### **PART C3 SCOPE OF WORKS**

#### **C3.1 Description of works**

- C3.1.1 Background
- C3.1.2 General and Mandatory Requirements (includes Staff Compliment)
- C3.1.3 Extent of the Works
- C3.1.4 Datasheet

#### **C3.2 Engineering**

#### **C3.3 Construction**

#### **C3.4 Management of the works**

#### **C3.5 Health and Safety**

#### **C3.6 Environmental Management during Construction**

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

### **C3.1.1 BACKGROUND**

ERWAT (Ekurhuleni Water Care Company) has a mandate for the operation and maintenance of wastewater treatment infrastructure critical to water security and environmental sustainability. The water care works depend on the power provided by the grid, however the power from the grid is not always available, therefore, to guarantee continuous operations ERWAT is making provision to install generators as back-up power in case of power failure or any electrical faults that may require back up power.

Thus, Erwat is establishing a Framework Agreement for the supply, delivery and installation of generators on as and when required basis for a period of 36 months, the Framework Agreement shall follow the standard definition and conditions of Framework Agreements as contained in the National Treasury documents for Infrastructure Procurement and Delivery Management (SIPDM) and CIDB Practice Note 15. The Employer does not bind itself to the Service Providers to issue a minimum or maximum quantum of work/services or fee value of work/services during the term of the Framework Agreement, therefore when the Framework Agreement is awarded or concluded it shall have a zero-contract price or zero-volume of specified works/services attached. Emphasis is made on CIDB Practice Note 15 (Synopsis and Introduction), that the CIDB grading should not be understood as a commitment to a minimum quantum of work equal to the lower limit of the CIDB grade applicable to this contract. The issue of orders will be subject to budget availability and other factors that may influence prioritisation of services to the client during the term of the agreement. The Service Provider shall note that the intention of the Employer is to set up a Framework Agreement for a specific contract term to ensure that as-and-when the Employer requires services scoped in this contract; the Service Provider is in position, without delay to render such services.

### **C3.1.2 GENERAL AND MANDATORY REQUIREMENTS**

#### **C3.1.2.1 GENERAL REQUIREMENT**

- a. Site induction training has to be completed before any work can be undertaken. (both general and site specific)
- b. The contractor must comply with the ERWAT Permit to Work and Safe operation procedures.
- c. All the relevant work permits, and authorization has to be obtained before any work can be undertaken.
- d. All work done and equipment supplied has to be in accordance with the applicable standards as listed in this document.
- e. No work shall be undertaken without an official purchase order or written confirmation via e-mail in case of an emergency from the designated ERWAT representative.
- f. No equipment may be removed from site without written permission from the relevant plant manager.
- g. The installation of any equipment shall include the putting back into operation, testing, special testing (if required) and adjustments on the equipment.
- h. A project and quality control plan will be required for any installation of equipment.
- i. All the required tools, consumables, testing facilities, and other requirements to perform the work as per the

- Contract shall be provided by the contractor.
- j. ERWAT reserves the right to hold the contractor responsible for any equipment that will be damaged due to the contractor's negligence or poor workmanship.
  - k. The Contract is for a duration of **Thirty-Six 36 (No.) Calendar Months**.
  - l. Prices shall be FIXED and FIRM for the first 12 months of the Contract. Price increments will be based on MBD 3.2 pricing structure annually on the anniversary of this tender.
  - m. ALL new Equipment and newly supplied parts shall carry A MINIMUM twelve (12 No.) calendar months WARRANTY from date of acceptance by ERWAT representative.

**C3.1.2.2 MANDATORY REQUIREMENTS**

| Mandatory Requirements: Scope Related Information and Documentation Required:   |   |   |
|---|---|---|
| Please ensure that the following supporting documents are attached to your Bid Document. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements. <b>ERWAT reserves the right to verify supporting documents.</b> |   |   |
| Item  | Description   | Provide Supporting documents for the following:   |
| 1.  | CIDB Rating of 7EP <b>Class or Higher Class</b>   | Bidders shall submit proof of Current Registration. (at the time of submission, the document should be in good standing and not expired). ERWAT reserves the right to verify the validity of the submitted proof of evidence.                               |
| 2.  | Valid registration as Electrical Contractor with the Department of Employment and Labour (DoEL) in the bidding companies name | Proof of valid registration as Electrical Contractor with the Department of Labour and Employment.  |
| 3.  | Construction Project Manager (Professional Registration SACPCMP)  | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering or in Construction Management</li> <li>Valid Professional registration certificate with SACPCMP.</li> </ul> |
|   | Site Engineer/Agent   | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering</li> <li>Valid Professional registration certificate with ECSA as a PrEng.</li> </ul>                       |
|   | Construction Health and Safety Officer or Manager   | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 6 (National Diploma or equivalent) in Safety Management or Environmental Studies</li> <li>Valid of Professional registration certificate with SACPCMP.</li> </ul>         |

|  |                                     |  |
|--|-------------------------------------|--|
|  | (Professional Registration SACPCMP) |  |
|  | Electrician                         | <ul style="list-style-type: none"> <li>Trade Test certificate, with QCTO accreditation.</li> </ul> |

### C3.1.3 KEY STAFF COMPLEMENT

The Service Provider shall be required to have the following staff complement available for the duration of this contract with a minimum of three years' experience per staff member. All labour costs related to the safe and quality execution of the work shall be deemed included in the installation costs for items in the pricing schedule. It shall be noted that this section is an integral part of the scope of work and shall only be implemented from the Service Level Agreement (SLA) stage.

#### Mandatory Requirements: Scope Related Information and Documentation Required:

Please ensure that the following supporting documents are attached to your Bid Document. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements. **ERWAT reserves the right to verify supporting documents.**

| Item | Description   | Provide Supporting documents for the following:   |
|------|---|---|
| 1.   | Construction Project Manager (Professional Registration SACPCMP)                      | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering or in Construction Management</li> <li>Valid Professional registration certificate with SACPCMP.</li> </ul> |
|      | Site Engineer/Agent   | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 7 (Bachelor's Degree or equivalent) in Electrical Engineering</li> <li>Valid Professional registration certificate with ECSA as a PrEng.</li> </ul>                       |
|      | Construction Health and Safety Officer or Manager (Professional Registration SACPCMP) | <ul style="list-style-type: none"> <li>Minimum supporting qualification NQF Level 6 (National Diploma or equivalent) in Safety Management or Environmental Studies</li> <li>Valid of Professional registration certificate with SACPCMP.</li> </ul>         |
|      | Electrician   | <ul style="list-style-type: none"> <li>Trade Test certificate, with QCTO accreditation.</li> </ul>  |

### C3.1.4 EXTENT OF THE WORKS

This is a Framework contract for the supply, delivery and installation of generators together with related or complementary equipment or works necessary to successfully deliver work. The Scope of Work for this framework contract includes all the scope that is adequately defined in this contract as well as the scope that could not be sufficiently defined due to certain limitations such as old equipment that is outdated, augmented equipment, fabricated equipment, equipment with no as-built or available technical specification, equipment that is complimentary to the installations but not regularly required, etc.

The Contractor will be required to perform (but not limited to:) the supply, delivery and installation work associated with this project, including the supply of selected equipment and items as detailed within the schedule of quantities/rates. The supply of all such equipment and or components must fully comply with the specification contained in this document or the specifications to be provided by ERWAT in the case of undefined scope of work; and must be approved by ERWAT. This scope of work shall include the furnishing of all labour, material and services for the Manufacturing, Factory Assessment Testing, Supply, Delivery, Installation, Works Inspection, Testing, Pre-commissioning, Commissioning Assistance and Rectification of Defects within the Warranty period of twelve (12 No.) months per section undertaken.

1. The Works described include all works required for the manufacture, supply, installation and commissioning of new Generators as and when required as follows:
  - a. General arrangement drawing detailing the position of the generator and all the auxiliary equipment like the change over panel.
  - b. Single line electrical drawings for the electrical connection of the generator to the exiting electrical equipment.
  - c. Schematic drawings for the change over and any other auxiliary equipment.
  - d. All electrical drawings must be signed of the site engineer as detailed in the key staff table.
  - e. All civil engineering drawings must be signed off by a professional structural engineer
  - f. All the drawing for the generator must be approved before manufacturing starts.
  - g. All site related drawing must be approved before the site installation commences.
  - h. Generator (Engine and Alternator assembling)
  - i. Containerising the generator into a sound attenuated container
  - j. Manufacture of electrical panel for the generators including automatic changeover panel and bypass switch
  - k. Generator controller system
  - l. GSM (Global system for Mobile Communication) modem
  - m. The supply and all the required Electrical cables based on the bill of quantity rates. The cable supply rate states "including the termination kit", this means that the termination and glands for both end of the cable must be included.
  - n. Isolate and remove old generators including:
  - o. Disconnection of old electrical cables
  - p. Disconnect old changeover panel
  
2. Measurements and sizing of the equipment. Upon appointment Contractor to confirm sizes and any auxiliaries for the required generator as per section allocated, before proceeding with the ordering of the new generator (s) as per the Bill of Quantities

3. The Contractor shall be fully responsible for connecting the electrical cables from the new Generator to the Motor Control Centre (MCC) and Transformer
4. Store as per instruction of the ERWAT Representative(s). NB: All disassembled equipment to be transport to Waterval Water Care Works storage facility

#### **C3.1.4.1 Generator Technical Specifications**

The Contractor will be required to perform all detailed electrical design and installation work associated with this project, including the supply of the Generator, Automatic Changeover Panel and the GSM Modem as detailed within the schedule of quantities. The supply of all such equipment and or components must fully comply with the specification contained in this document and must be approved by the Engineer.

##### 1) Concrete Slab Technical Specification

- a. All concrete work is required to be in accordance with SANS 2001-CC1 and SANS 10100-2.
- b. The contractor is required to obtain written acceptance from the Construction Project Manager for the use of any add- mixture or the use of ready mixed concrete, to pump concrete, or to use cement or cement blends other than Ordinary Portland Cement (OPC).
- c. Compaction of concrete is required to be done by means of mechanical vibrations only.
- d. The contractor is required to demonstrate, by means of a report from an approved Laboratory, that the aggregates do not exhibit excessive shrinking properties in accordance with SANS 1083 and is also required to demonstrate that the aggregates do not have a potential alkali silica reaction.
- e. Size of the slab; should be according to the dimensions of the Generator compartment, with a minimum 200 mm free space all round.
- f. Concrete slab top level must be a minimum of 300 mm above the highest point of the surrounding surface level.
- g. Concrete quality; should be of strength that will withstand the gross weight of the Generator during operation and non-operation.
- h. Reinforcement: should be of a suitable type that will accommodate the Generator.
- i. Civil design and drawing for the slab must be submitted for approval before construction can commence.
- j. Soil computation test by SANAS accredited lab in accordance with the civil design before concrete is poured.

##### 2) Sound reduction weather protective enclosure

- a. General

The intent of this section is to provide the details for a weather protective sound reduced generator set enclosure. The enclosure shall be of sheet metal construction as designed and manufactured by the generator supplier. The design and construction shall be modular in that the side panels, doors, and louvers shall be removable. The enclosure shall be weather proof suited for duty in all-weather condition 24/7/365.

b. Sound

The sound reduction requirements are that the enclosure will be designed to provide a noise emission rating of less than 85 decibels at a maximum of one meter from the generator.

c. Doors and louvers

All doors on the enclosure shall be strategically located in areas as to allow ease of maintenance on the generator set and allow good access to and visibility of instruments, controls, engine gauges, etc. The doors shall be fitted with bolt-on, stainless steel hinges constructed with stainless steel hinge pins. Each door shall be fitted with adjustable square key lockable latches. All louvers shall be fitted with bird screens. All louvers shall be designed to the total engine/generator cooling air requirements

d. Accessories

Fuel, oil and water drains and the necessary fittings, hoses, shut-off valves, etc., shall be provided by the manufacturer. All the before-mentioned equipment shall not be accessible if the doors on the generator are closed. Rain dress for exhaust pipe and tail pipe extension shall prevent the entrance of rain and allow for the expansion and vibration of the exhaust piping without stress to the exhaust system. Rain dress shall be stainless steel and provided by the enclosure supplier.

e. Lifting

The generator set and enclosure shall be permanently equipped with provisions for fork lift and crane handling of the fully assembled and fully fuelled unit. The base of the unit shall be designed and manufactured as a heavy duty, formed steel construction with four (4) point lifting provision to support the calculated weight. The weight of the entire unit consisting of generator set, base, enclosure, and all other specified items including all liquids (i.e. fuel oil, lube oil, and cooling water) shall be calculated by the manufacturer and included in the data sheet.

3) Engine

a. General

The engine must comply with the requirements as laid down in BS 5514-1:1996 and ISO 3046-1:1995 and must be of the atomized injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The minimum engine emission requirements must be in accordance with; Ewith, 459/2012. Euro 6. The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer. Turbo-charged engines will be accepted.

b. Rating

The set shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering an output of 110 % of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS 5514.

c. Starting and stopping

The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions.

d. Starter battery

The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity shall not be less than 120 Ah and shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy duty "low maintenance" type, house in a suitable battery box.

e. Cooling

The engine must be air cooled type. For cooling, protection must be provided against running at excessive temperatures. The operation of this protective device must give a visual and audible indication on the switchboard. All air ducts for the cooling of the engine are to be allowed for. The air shall be supplied from the cooling fan cowling/radiator face to air outlet louvers in the plant room wall.

f. Lubrication

Lubrication of the main bearings and other important moving parts shall be by forced feed system. An automatic low oil pressure cut-out must be fitted, operating the stop solenoid on the

engine and giving a visible and audible indication on the switchboard.

g. Fuel pump

The fuel injection equipment shall be supplied by the manufacturer.

h. Fuel tank

A fuel tank shall be installed in the base of the unit. The fuel tank shall be a double wall in-base fuel tank and shall be supplied with a lockable fill cap not accessible with the doors closed. The capacity of the base tank shall permit operation of the generator for one day 24 hours at 75 percent load. All necessary fuel and vent lines for proper engine performance shall be provided as well as fuel level indication. The tank shall be fitted with a suitable filter, a full height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out. An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door shall be supplied, for each set for filling the fuel tank/s from 200 litre drums. The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering.

i. Governor

The speed of the engine shall be controlled by a governor in accordance with class A2 of BS 5514 of 1977 if not otherwise specified in the Technical Specification. The permanent speed variation between no load and full load shall not exceed 4,5% of the normal engine speed and the temporary speed variation shall not exceed 10% External facilities must be provided on the engine, to adjust the normal speed setting by  $\pm 5\%$  at all loads zero and rated load.

j. Flywheel

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker. The cyclic irregularity of the set must be within the limit laid down in BS 5514 of 1977.

k. Exhaust silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type is to be provided to limit the noise level to approximately 65/70/75dBA (select) @ 7 metres from the exhaust outlet or as specified in the detailed specification.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission into the plant room and shall be protected against the ingress of driving rain at 45° to the horizontal. The exhaust pipe must extend 0,5m above the roof gutters. It must be secured by flanges both sides of the wall at the

point of exit. These flanges must be clamped to the wall with bolts through the wall.

#### 4) Alternator

##### a. General

The alternator shall be of the self-excited brush less type, with enclosed ventilated drip proof housing and must be capable of supplying the specified output continuously with a temperature rise not exceeding the limits laid down in BS 5000 and SABS/ISO 8528 part 3 for rotor and stator windings. The alternator shall be capable of delivering an output of 110% of the specified output, for one hour in any period of 12 hours consecutive running.

Both windings must be fully impregnated for tropical climate and must have an oil resisting finishing varnish.

##### b. Regulation

The steady state voltage regulation must not exceed  $\pm 1\%$  of nominal voltage specified between no load and full load with the power factor between unity and 0.8 lagging and within the driving speed variation of 4.5%.

##### c. Alternator protection

On the switchboard a multi-pole circuit breaker with instantaneous short circuit trips and thermal overload trips must be installed for protection of the alternator against short circuit and overload.

##### d. Performance

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of the load. The voltage shall recover to within 5% of the steady state within 300 milliseconds following the application of full load and the transient voltage dip shall not exceed 18%.

##### e. Coupling

The engine and alternator must be directly coupled by means of a high quality flexible coupling type.

#### 5) Switchboard

##### a. General

A switchboard must be supplied and installed to incorporate the equipment for the control and protection of the generating set and battery charging.

The switchboard must conform the specification as set out in the following paragraphs.

b. Construction

The switchboard shall be a totally enclosed, floor mounted unit, fabricated from steel panels, carried on and-substantial angle iron framework. The board shall be flush fronted and all equipment to be mounted behind the front plate, on suitable supports. All equipment, connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed with studs and chromium-plated cap nuts. Self-tapping screws shall be used in the construction of the board. All pushbuttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with the control wires in flexible looms. The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating. Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals shall be clearly marked. For the control wiring, each wire shall be fitted with a cable or wire marker of approved type, and numbering of these markers must be shown on the wiring diagram on the switchboard. Control wiring shall be run in PVC trunking. The trunking shall be properly fixed to the switchboard steelwork. Adhesives shall not be acceptable for the fixing of trunking or looms. The automatic control and protection control equipment shall be mounted on a separate easily replaceable small panel freely available in R.S.A. The automatic control shall be microprocessor based and shall be programmable, unless otherwise specified. The manufacturer shall guarantee the availability of compatible exchange control units for at least 10 years. All equipment on the switchboard, such as contactors, isolators, bus bars, etc., shall have ample current carrying capacity to handle at least 110% of the alternator full load current.

c. Mains failure control module (Auto change over)

i. Control module must include the following minimum Protection functionality as listed below;

- Over current protection
- Unbalanced load protection
- Independent earth fault protection

ii. Control module must include the following minimum Indication functionality as listed below;

- 4-Line back-lit LCD text display
- Over current alarm display
- High temperature alarm display
- low Oil pressure alarm display
- Low fuel alarm display
- Battery charger faulty alarm display
- Alternator not charging alarm display
- Battery voltage low alarm display

- Faulty switch position
- Emergency stop alarm display

iii. Control module must include the following minimum General functionality as listed below;

- Fully functional front key pad programming
- Fully configurable and commutation with PLC or scada via PC using USB, RS232, RS485 and Ethernet communication
- Generator current and power monitoring (kW, kvar, kVA, pf)
- Mains current and power monitoring (kW, kvar, kVA, pf)
- 4 configurable DC outputs
- 4 configurable analogue inputs
- 4 configurable digital inputs
- Two configurable volt-free relay outputs for remote monitoring of all fault indications.
- Real time clock
- Stop, start, and siren cancel buttons with auto manual selector
- and siren cancel

d. Circuit Breakers

Circuit breaker requirements for main and changeover circuit breakers Breakers must be rated with a safety factor of 25% of maximum load current A circuit breaker and an adjustable current limiting protection relay must be installed for protection of the alternator.

e. Manual starting and operator selection

Each switchboard shall be equipped with two pushbuttons marked "START" and "STOP" for manual starting and stopping of the set.

f. Battery starting and charging equipment

Each switchboard shall be equipped with battery charging equipment. The charger shall be constant voltage, current limiting, operate automatically in accordance with the state of the battery and be capable of a continuous RMS current of at least 6 amps with an AC ripple content of less than 1% in order to prolong the life of the battery. A flush mounted ammeter, suitably scaled, reading the charging current and a flush mounted voltmeter indicating the battery voltage must be provided on the switchboard. An engine driven alternator must be provided for charging the battery during operation of the set. The charger must be fed from the mains. An engine driven alternator must be also a provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

g. Switchboard equipment and instruments requirements

Each generating set shall have a switchboard equipped as follows:

- One flush 96 mm square dial voltmeter, scaled, reading the alternator voltage.
- One flush voltmeter selector switch with 6 metering and one off position, connecting the voltmeter to phase and neutral and phase to phase.
- One flush 96mm square dial indicating type frequency meter, indicating the alternator frequency.
- An hour meter with cyclometer counter, reading the number of hours the plant has been operating. The smallest figure on this meter is to read 10/1 the hour.
- One set of fuses or CB's for potential circuits of the meters.
- Flush 96mm square dial maximum demand ammeters for measuring the alternator current, scaled to suit complete with necessary current transformer with resettable pointer.
- One isolator for the mains isolation (check detailed specification for requirement).
- Automatic – change over control equipment. (Check detailed specification for requirements).
- One circuit breaker for alternator protection against overload and short circuit conditions (check detailed specification for requirement).
- One four-position operation selector switch.
- Two push buttons or one key switch marked “START” and “STOP” for manual starting and stopping the set.
- Battery charging equipment as specified, complete with flush ammeter and voltmeter.
- Relays with re-set push button as specified, for engine protection and warning.
- Fault indicating lights.
- Mains fail simulation key switch.
- Switch for fuel pump.
- Warning hooter.
- By pass switch.
- Test pushbutton to test all indicator lamps.
- Suitable terminals for incoming main and alternator cables, for the outgoing feeder and for the earth connection.
- Any other equipment necessary for the correct and safe operation of the installation.

#### h. Earthing

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts shall be bonded. The neutral point of the alternator must be solidly connected this bar by means of a removable link labelled “EARTH”. Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

#### i. Operation selector switch

A four-position selector switch must be provided on the control panel marked “AUTO”, “MANUAL”, “TEST” and “OFF”. With the selector on “AUTO” the set shall automatically start and stop according to mains supply being available or not. With the selector on “TEST” it shall be possible to start and stop the set with the push buttons but the running set shall not be switched to the load, UNLESS the mains supply fails during this test, in which case the set will be switched to the load. With the selector on “MANUAL” the set must take load when started with the push button but it must not

be possible to switch the set onto the mains or the mains onto the running set. With the selector on "OFF" the set shall be completely disconnected from automatic controls for cleaning and maintenance of the engine.

j. Automatic change-over system

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

k. By-pass switch and main isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load by-pass switch, which shall either connect the incoming mains to the automatic control gear or directly to the outgoing feeder. In the latter position the automatic control gear, including the main contractors, shall be isolated for maintenance purposes. It shall not be possible to start the engine except with the selector switch in the "TEST" position. It is required that this by-pass switch and mains isolator be mounted away from the automatic control gear, in a separate compartment either on the side or in the lower portion of the switchboard cubicle, and that the switches operated from the front of the compartment.

l. Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

m. Stop delay

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

n. Mains fail simulation key switch

A main supply failure simulation key switch with "TEST" and "NORMAL" positions must be installed in the switchboard. In the "TEST" position, the set must be operated as if mains had failed, i.e. start and take load.

o. Coupling

The engine and alternator must be directly coupled by means of a high quality flexible coupling for double

bearing alternators or a flexible plate supplied by the alternator manufacturer in the case of single bearing alternators.

p. Ethernet controller

Is required to handle all the data that is exchanged between the Generator and the server via LAN.

q. Earth protection

The operation of the generator may be easily affected by faults within the machine itself as by external disturbances occurring on the network to which it is connected. The generator protection must therefore be designed to react efficiently in both conditions.

r. GSM modem

A GSM modem is a specialized type of modem which accepts a SIM card, and operates over a subscription to a mobile operator, just like a mobile phone, this will assist in communicating with the instrumentation specialists and supervisor in case of error occurring with the generator. The modem should simultaneously alert at least three subscribed mobile numbers (these will be provided) should there be an alarm or trip issued from the Generator

6) Installation

The tenderer must include for the complete installation and wiring of the plant in running order, including the cables from the Generator to the automatic change over control panel, connection of the incoming cable and outgoing feeder cables. This will also include the supply of the incoming mains cable and the plinth. The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

7) Warning Notices

Notices, in two official languages, must be installed in the plant rooms. The contents of these notices are summarised below;

- a. Unauthorised entry prohibited.
- b. Unauthorised handling of equipment prohibited.
- c. Procedure in case of electric shock.
- d. Procedure in case of fire.

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from the Department's representative, prior to ordering the notices.

Lettering must be black on a yellow background. Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room. In the plant room, a clearly legible and indelible warning notice must be

mounted in a conspicuous position. The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

**\*DANGER: This engine will start without notice. Turn selector switch on control board to “OFF” before working on the plant.**

#### 8) Construction

The engine and the alternator of the set shall be built together on a common base frame, of simplex/duplex type. For set mounted panels a Duplex frame will be preferred, consisting of a heavy duty inner frame on which the alternator and engine are secured with an outer floor standing frame between which purposes made anti-vibration mountings in “V” formation are mounted. The Panel will be mounted on the floor standing frame. The Simplex type base frame will consist of a heavy-duty steel frame on which the alternator and engine are secured fitted with floor standing spring type anti-vibration mountings. The set must be placed direct on the concrete floor. A drip tray must be fitted under the engine. The tray must be directly large enough to catch a drip from any part of the engine.

#### 9) Operation

The set is required to supply the lighting and power requirements in the case of a mains power failure. The set shall be fully automatic i.e. it shall start when any one phase of the main supply fails or get switched and shall shut down when the normal supply is re-established. In addition it shall be possible to manually start and stop the set by means of pushbuttons on the switchboard.

The automatic control shall make provision for three consecutive starting attempts. Thereafter the set must be switched off, and the start failure relay on the switchboard must give a visible and audible indication of the fault.

To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitably interlocked contactors shall be supplied and fitted to the changeover switchboard.

#### 10) Test Certificates and Inspections and Training

The following tests are to be carried out:

- a. At the supplier's premises, before the generator unit will be delivered to site Representatives from ERWAT must be present during the test to satisfy them that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with BSS 5514, Part 2 and 3.
- b. ERWAT must be timeously advised of the date for the test.
- c. The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing.

- d. Test report of the test as specified under (a) is to be submitted to ERWAT The following training is required:
- e. Operational training
- f. Maintenance and repairs training

**C3.1.5 Datasheet:**

**These minimum requirements will be applicable during the implementation of the scope of work throughout the term of the contract. Verification of equipment compliance will be done during factory acceptance test**

**1. 25 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**2. 50 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**3. 100 KVA Prime Power**

| Item | Description  | Specified:     |
|------|--------------|----------------|
| a.   | Power Factor | 0.8            |
| b.   | Voltage      | 380 - 400 volt |
| c.   | Phases       | Three phase    |

|    |                |       |
|----|----------------|-------|
| d. | Frequency      | 50 Hz |
| e. | Battery system | 24V   |

**4. 150 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**5. 200 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**6. 250 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**7. 300 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**8. 500 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**9. 600 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**10. 650 KVA Prime Power**

| Item | Description  | Specified:     |
|------|--------------|----------------|
| a.   | Power Factor | 0.8            |
| b.   | Voltage      | 380 - 400 volt |

|    |                |             |
|----|----------------|-------------|
| c. | Phases         | Three phase |
| d. | Frequency      | 50 Hz       |
| e. | Battery system | 24V         |

**11. 800 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**12. 1000 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**13. 1250 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**14. 1500 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| a.   | Power Factor   | 0.8            |
| b.   | Voltage        | 380 - 400 volt |
| c.   | Phases         | Three phase    |
| d.   | Frequency      | 50 Hz          |
| e.   | Battery system | 24V            |

**15. 2000 KVA Prime Power**

| Item | Description    | Specified:     |
|------|----------------|----------------|
| f.   | Power Factor   | 0.8            |
| g.   | Voltage        | 380 - 400 volt |
| h.   | Phases         | Three phase    |
| i.   | Frequency      | 50 Hz          |
| j.   | Battery system | 24V            |

**A. REFERENCE STANDARDS AND SPECIFICATIONS**

In general work and materials during installation shall be in accordance with the latest practice and in particular in accordance with the latest revision of the following specifications, and any amendments thereto, the SANS specification taking precedence:

|                       |   |
|-----------------------|---|
| SANS-IEC.60439 (2007) | SANS-IEC.60439 (2007) Factory-built Assemblies of Low Voltage Switchgear and Control gear |
| IEC 60947             | Low Voltage Switchgear and Control Gear   |
| SANS 10142            | Low voltage electrical installations  |
| SANS 1042             | Binding/Identification Sleeves for Cables and Wires                                       |
| SANS-IEC 60439:2009   | Factory-built Assemblies of Low Voltage Switchgear and Control gear                       |
| IEC 61439:2014        | Low Voltage Switchgear and Control Gear   |
| IEC 60947:1990        | Low Voltage Control Switches  |
| IEC 228               | Bursars, Main Connections and Small Wiring for Switchgear                                 |
| SANS 1042:2017        | Binding/Identification Sleeves for Cables and Wires                                       |
| SANS 1507:2015        | PVC Cables and Cords (where applicable)   |
| SANS 1161             | Low Voltage Porcelain Insulators  |
| SANS 1171             | Low Voltage Lightning Arrestors metal screws for wood                                     |
| IEC 60076:2011        | Power Transformers  |
| IEC 61869:2007        | Instrument Transformers   |
| IEC 62419:2009        | Measuring Instruments   |

|                      |   |
|----------------------|---|
| IEC 60947-1(2007)    | General rules   |
| IEC 60947-2(2003)    | Circuit breakers  |
| IEC 60947-3(2015)    | Switches/Isolators/Switch Isolators and Combination Fuse Switch Units |
| IEC 60947-4(2018)    | Contactors  |
| IEC 60947-5(2016)    | Relays  |
| IEC 60228 (2004)     | Bursars, Main Connections and Small Wiring for Switchgear             |
| SANS 1507-3(2015)    | PVC Cables and Cords  |
| SABS 156 (2007)      | MCBs and MCCBs  |
| SANS 60439-1 (2004)  | Low voltage MCCs  |
| SANS 1507-2 (2015)   | Low voltage cable   |
| SANS 10313 (2018)    | Earthing and lightning protection                                     |
| SANS 10142 -1 (2017) | Regulations for the wiring of premises                                |

**C3.1.6 SITE INFORMATION**

| ITEM | REGION/SITE                        | Physical Address  | COORDINATES                    |
|------|------------------------------------|---|--------------------------------|
| A.   | <b><u>DD3 Region Equipment</u></b> |   |                                |
| 1.   | Olifantsfontein WCW                | Keramiek Road, Olifantsfontein                              | 25°56'24.48" S, 28°12'57.96" E |
| 2.   | Hartebeestfontein WCW              | R25 (Bapsfontein/Hartebeestfontein)                         | 26°01'11.58" S, 28°17'04.80" E |
| 3.   | Benoni WCW                         | 6 Lancaster Road, Actonville, Benoni                        | 26°12'30.19" S, 28°19'00.48" E |
| 4.   | Esther Park WCW                    | Parkland Drive, Esther Park, Kempton Par                    | 26°06'02.43" S, 28°10'57.80" E |
| 5.   | Rynfield WCW                       | 69 Sarel Cilliers Street, Rynfield, Benon                   | 26°09'31.05" S, 28°21'21.41" E |
| B.   | <b><u>DD4 Region Equipment</u></b> |   |                                |
| 6.   | JP Marais WCW                      | Corner of N12/Kingsway Road, Benoni                         | 26°10'13.46" S, 28°23'49.21" E |
| 7.   | Welgedacht WCW                     | 1 Carnation Road, Welgedacht Agricultural Holdings, Springs | 26°11'29.18" S, 28°28'26.86" E |
| 8.   | Ancor WCW                          | Ermelo Road, Strubenvale, Springs                           | 26°16'08.45" S, 28°29'00.15" E |
| 9.   | Daveyton WCW                       | Plot 4, Holfontein Road, Etwawa Ext 1, Benoni               | 26°08'08.72" S, 28°27'49.20" E |
| 10.  | Jan Smuts WCW                      | Corner Escombe and Wanderers Street, Brakpan                | 26°13'24.45" S, 28°22'33.01" E |
| C.   | <b><u>DD5 Region equipment</u></b> |   |                                |
| 11.  | Heidelberg WCW                     | Farm Bosch Hoek 385, Vaaldam Road, Heidelberg               | 26°32'22.98" S, 28°19'52.36" E |
| 12.  | Ratanda WCW                        | Farm Klipstapel, Vaaldam Road, Ratanda                      | 26°34'58.82" S, 28°18'10.64" E |
| 13.  | Carl Grundlingh WCW                | Vorsterkroon, Nigel   | 26°23'17.69" S, 28°28'28.00" E |
| 14.  | Herbert Bickley WCW                | Heidelberg Road, Plot 14, Maraisdrift, Nigel                | 26°26'40.37" S, 28°26'46.89" E |
| 15.  | Tsakane WCW                        | Corner Modjadji and Khama Street, Tsakane, Brakpan          | 26°22'31.93" S, 28°21'58.20" E |
| D.   | <b><u>DD6 Region equipment</u></b> |   |                                |

|     |                |  |                                |
|-----|----------------|--|--------------------------------|
| 16. | Dekema WCW     | 536 Sontonga Street, Motsamai Section, Katlehong | 26°20'39.40" S, 28°10'01.31" E |
| 17. | Waterval WCW   | 1 Eike Road, Klip River                          | 26°26'14.12" S, 28°06'03.55" E |
| 18. | Vlakplaats WCW | Corner Brickfield/Bierman Streets, Vosloorus     | 26°20'47.85" S, 28°10'55.11" E |
| 19. | Rondebult WCW  | Corner Kalk/Van Dyk Roads, Rondebult             | 26°17'57.92" S, 28°13'37.82" E |

### **C3.3 Contractors Drawings**

The contractor appointed to carry out the work shall produce a comprehensive set of detailed design drawings suitable for issue for construction as well as detailed shop drawings, prior to manufacture of equipment. They shall also be responsible for As-Built drawings and operating and maintenance manuals on completion.

The following civil drawings shall be provided:

- Plant lay out showing the points of connection of the panels.

#### **- Construction**

#### **Site establishment**

#### **Services and Facilities provided by the Employer.**

##### **1. Water Sources**

There is a potable water supply available. The Site has a water reticulation system which connects directly to a Rand Water supply main. The Contractor will be responsible for supplying all pipework required to convey the water to the Works and for all associated fittings including for an isolating valve and approved water meter. He will further be responsible for paying a proportionate share of the water consumption charges at the ruling tariff at the time of using the water. The Contractor shall regulate his usage of water so as not to inconvenience other users and if necessary supply and erect a storage tank of sufficient capacity to even out unacceptable peak demands. The connection may only be made on the written consent of the Engineer after he is satisfied that the Contractor has made all the necessary and proper arrangements for receiving the water. No warranty is offered or given by the Employer that the existing available reticulated water supply will be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

Final effluent may be used for water testing of structures and pipelines and shall be available downstream of the final clarifiers or, subject to the Engineers approval, the pressurized reticulation system. The Contractor shall be responsible for supplying all pumps pipe work, tanks and for all associated fittings and he shall not interfere in anyway with the normal operation of the plant. Any temporary works which are approved by the Engineer shall be removed on completion and any damage resulting from his activities, repaired by the Contractor, at his own cost, to the satisfaction of the Engineer.

As the Site is situated on dolomitic strata no leakage or indiscriminate discharge of water will be permitted on or about the Works and failure on the part of the Contractor or his employees to observe this requirement will result in the termination of water supplies until such time as any shortcomings in this regard are rectified.

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

The Site is provided with ESKOM power. One or more 380 V 50 Hz power supply points can be made available to the Contractor. The Contractor will be responsible for supplying his own distribution and meter board at each point and cabling to the positions of usage. He shall also be responsible for paying all costs of work required to be carried out by ERWAT in providing the connection and subsequent removal on completion of the Contract and for paying his proportionate share of the electricity charges at the tariff ruling at the time of using the power. The contractor shall be responsible for providing an installation which complies in all respects with the standing regulations of the supply authority. Failure on the part of the Contractor to observe these requirements or maintain his installations in terms therefore will result in the termination of electrical power supplies until such time as any shortcomings in this regard are rectified.

No warranty is offered or given by the Employer that the existing available electricity supply will be adequate

for the Contractor's purposes nor that such supply is in any way guaranteed.

### **3. Sanitary Services**

No sanitary services are available for use by the Contractor at the site.

### **4. Telephone Services**

To be provided by Contractor

### **5. Area for Contractor's Site Establishment**

The proposed site of the Contractor's offices, workshops, stores and plant yard will be indicated on site, if requested.

- Facilities provided by the Contractor

The Contractor is required to provide a construction camp including offices, workshop, materials, store, sanitary facilities, offices and equipment for his own use as required.

- **Site Usage**

The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Engineer and be subject to the applicable Standardized Specifications.

- **MANAGEMENT OF THE WORKS**

- **Planning and Programming**

The programme referred to in the General Conditions of Contract shall be a network- based programme in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the programme of work shall be clearly indicated and the programme monitored continually and updated monthly by the Contractor in accordance with his progress.

(1) In compiling the programme of work, the Contractor shall incorporate the following important specific requirements and constraints:

- (a) The identification and marking of affected services prior to commencing construction works.
- (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
- (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
- (d) The relocation of services.
- (e) An allowance to accommodate "normal" rain days.

- (2) The programme submitted shall include at least the following details:
- (a) A work breakdown structure identifying the major activity groups.
  - (b) The critical path shall be indicated and floats on non-critical activities shall be shown.
  - (c) The working hours per day, week and month allowed for in the programme with details of resource allocations per activity.
  - (d) Production rates for key activities, e.g. engineering, fabrication, delivery, installation, commissioning, etc.
- (3) In addition the Contractor shall submit to the Engineer at monthly intervals a progress report indicating the following details:
- (a) Work completed in previous month and total progress to date, per activity.
  - (b) Activities behind programme, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
  - (c) A GANTT chart showing the original programme, the latest approved version of the programme, actual progress achieved and revised completion sates, if and when applicable.

Failure to comply with all of the foregoing requirements shall entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

- **Quality Management**

The requirements for Quality Management to be executed under the Contract are set out in Standard Specifications – Section A.

- **Interpretations**

**C. Abbreviations**

In this Specification, the following abbreviations will apply: This specifications will be applicable to equipment delivered and will not form part of the evaluation process.

- **Location of the Works**

| ERWAT WCW                  | Stand/ Farm Positioned   | Street Name                                 | Co-ordinates            |
|----------------------------|--|---|-------------------------|
| <b>Drainage District 3</b> |  |   |                         |
| <b>Esther Park</b>         | Park 753, Ester Park, Extension                                  | R25   | S 26°05'58" E28°11'02"  |
| <b>Hartebeestfontein</b>   | Portion 20 & Remaining of Portion 4 of farm Hartebeestfontein 17 | Bapsfontein Road, Norkem Park, Kempton park | S 26°01'11" E 28°17'1"  |
| <b>Olifantsfontein</b>     | Olifantsfontein 402 IR   | Ceramic Road, Olifantsfontein               | S 26°56'26" E 28°12'56" |
| <b>Rynfield</b>            | Portion 75 of Vlakfontein 161                                    | Sarel Cilliers, Rynfield                    | S 26°09'37" E 28°21'30" |
| <b>Benoni</b>              | Remaining Portion 6 of Rietfontein                               | Lancaster Road, Benoni                      | S 26°12'30" E 28°19'01" |
| <b>Drainage District 4</b> |  |   |                         |
| <b>Ancor</b>               | Remaining Extension of Portion 151 farm Daggafontein 125         | Ermelo Road, Springs                        | S 26°16'11" E 28°28'56" |
| <b>Daveyton</b>            | Daveyton   | Holfontein Road, Etwatwa                    | S 26°12'30" E 28°19'01" |
| <b>Jan Smuts</b>           | Portion 73 of farm Weltevreden 118                               | Wanderers Street Extension, Brakpan         | S 25°57'43" E 28°12'49" |
| <b>JP Marais</b>           | Portion 70 of farm Modderfontein 76                              | Cnr N12 / Kingsway Road                     | S 25°57'43" E 28°12'49" |
| <b>Welgedacht</b>          | Portion 81 & 82 of farm Welgedacht                               | 1 Carnation Road<br>Welgedacht AH, Springs  | S 26°12'30" E 28°19'01" |
| <b>Drainage District 5</b> |  |   |                         |
| <b>Carl Grundling</b>      | Portion 58 of farm Varkenfontein 169                             | Vorsterkroon, Nigel                         | S 26°12'30" E 28°19'01" |
| <b>Herbert Bickley</b>     | Portion 13 of farm Maraisdrift 190                               | Heidelberg Road, Maraisdrift, Nigel         | S 26°12'30" E 28°19'01" |
| <b>Heidelberg</b>          | Portion 28 of farm Boschhoek 385                                 | Vaaldam Road, Heidelberg                    | S 25°57'43" E 28°12'49" |
| <b>Ratanda</b>             | Nooitegedacht 390  | Vaaldam Road, Ratanda                       | S 26°12'30" E 28°19'01" |
| <b>Tsakani</b>             | Portion 22 of farm Vlakfontein 161                               | Cnr Modjadji and khama Streets              | S 26°12'30" E 28°19'01" |
| <b>Drainage District 6</b> |  |   |                         |
| <b>Dekema</b>              | Portion 10 of Katlehong 151                                      | Brickfield Road, Motsamai Section           | S 26°12'30" E 28°19'01" |

|                   |  |   |                         |
|-------------------|--|---|-------------------------|
| <b>Rondebult</b>  | Remaining Portion 27 Rondebeult 136  | Cnr Kalk/ Van dyk Road,<br>Rondebult          | S 26°12'30" E 28°19'01" |
| <b>Vlakplaats</b> | Portion 191 farm of Vlakplaats 138   | Cnr Brickfield / Bierman<br>Street, Vosloorus | S 26°12'30" E 28°19'01" |
| <b>Waterval</b>   | Portion 50,62,12 and 1 of farm Waterval<br>150 and Remaining portion 3 of the farm<br>Witkop | Waterfal Farm, Meadow<br>Road, kliprivier     | S 26°12'30" E 28°19'01" |

### C3.4 ENGINEERING

- Contractor's Design, Drawings and Information to be provided

These requirements list below will be implemented as part of the service level agreement (SLA)

The following must be provided by the Contractor

| VENDOR INFORMATION AND DOCUMENT REQUIREMENT LIST                                 |                               |
|--|-------------------------------|
| DESCRIPTION  | WHEN REQUIRED                 |
| Project Programme  | Order + 1 Week                |
| Design calculations calculation of the cable conductor size                      | Tender document and data book |
| Equipment brochures  | Tender document and data book |
| Design calculations for the equipment  | Order + 3 weeks and data book |
| GA drawings  | Order + 3 weeks and data book |
| Schematic diagrams   | Order + 3 weeks and data book |
| Foundation/Concrete Plinth details   | Order + 3 weeks and data book |
| Manufacturing program  | Order + 3 weeks               |
| Manufacturing quality control plan   | Order + 3 weeks and data book |
| Installation quality control plan  | Order + 6 weeks and data book |
| Installation risk assessment and method statement including safe work procedure. | Order + 6 weeks and data book |
| Performance test certificate   | data book                     |
| Electrical test certificate (including COC)                                      | data book                     |
| Vendors cert. of conformance if any  | data book                     |
| Operating / maintenance manual   | data book                     |
| Progress Reports   | Bi-Weekly                     |

#### Note 1:

The Programme shall identify all major activities, principal items of plant and equipment and their components. The following activities and their duration shall, in addition to the requirements of the Conditions of Contract, form the minimum basis for the preparation of the Programme:-

- Insurance Bond and general obligations
- Design
- Plant equipment and arrangement drawings
- Project Quality Plan
- Schedules
- HAZOPS
- Procurement

- Inspection and works testing
- Delivery
- Installation
- Adjustment
- Testing
- Commissioning
- Defects Notification Period

**Note 2:**

The Contractor shall provide a monthly progress report to the Engineer. The report shall cover at least the following aspects:

- progress of various activities in comparison to original program
- attainment of key milestones
- list of purchase orders placed
- names and positions of key personnel working on the project
- staffing levels on site (when site work commences)
- identification of any aspects needing to be addressed by the Employer or the Engineer

- **Drawings**

- **Contractors Drawings**

The contractor appointed to carry out the work shall produce a comprehensive set of detailed design drawings suitable for issue for construction as well as detailed shop drawings, prior to manufacture of equipment. They shall also be responsible for As-Built drawings and operating and maintenance manuals on completion.

The following electrical drawings shall be provided:

- Generator GA Drawing
- Detailed cable layout routes
- Wiring and Termination schedules as required for construction
- Equipment schedules
- Equipment Data Sheets

- **CONSTRUCTION**

Standards

It shall be the responsibility of the Contractor to obtain, at his own expense, the most recent copies of the relevant editions of the documents referred to.

The Contractor shall keep copies of the Standard Specifications, copies which are available from the South African Bureau of Standards.

For the purpose of this Contract the following Standard Specifications shall apply to all items supplied and does not form part of the evaluation process:

- **Electrical Standards and specifications**

All material and equipment shall comply with recognized national and international standard specifications.

Typically the following standards shall apply:

- Transformers SANS 780
- Mini Subs SANS 1029 and SANS 1030

- Low voltage MCCs SANS 60439
- Low voltage cable SANS 1507
- Luminaires SANS 1279 & SANS 60598
- Earthing and lightning protection SANS 10313 & 61024
- Regulations for the wiring of premises SANS 10142 -1 (2003)

In addition there shall be compliance with:

- The Occupational Health and Safety Act
- Regulations of the Supply Authority
- Local Authority by-laws
- Regulations of the Fire office
- Telecommunications legislation

- Site establishment

- *Services and Facilities provided by the Employer.*

- **Electricity Supply**

The Site is provided with ESKOM/Municipality power. One or more 380 V 50 Hz power supply points can be made available to the Contractor. The contractor shall be responsible for providing an installation which complies in all respects with the standing regulations of the supply authority. Failure on the part of the Contractor to observe these requirements or maintain his installations in terms therefore will result in the termination of electrical power supplies until such time as any shortcomings in this regard are rectified.

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

## **6. Telephone Services**

To be provided by Contractor

## **7. Area for Contractor's Site Establishment**

The proposed site of the Contractor's offices, workshops, stores and plant yard will be indicated on site if requested where applicable.

*-Facilities provided by the Contractor*

The Contractor is required to provide a construction camp including offices, workshop, materials, store, sanitary facilities, offices and equipment for his own use as required.

- Site Usage

The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Engineer and be subject to the applicable Standardized Specifications.

- **MANAGEMENT OF THE WORKS**

- Planning and Programming

The programme referred to in the General Conditions of Contract shall be a network- based programme in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the programme of work shall be clearly indicated and the programme monitored continually and updated monthly by the Contractor in accordance with his progress.

(4) In compiling the programme of work, the Contractor shall incorporate the following important specific requirements and constraints:

- (f) The identification and marking of affected services prior to commencing construction works.
- (g) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
- (h) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
- (i) The relocation of services.
- (j) An allowance to accommodate "normal" rain days.

(5) The programme submitted shall include at least the following details:

- (e) A work breakdown structure identifying the major activity groups.
- (f) The critical path shall be indicated and floats on non-critical activities shall be shown.
- (g) The working hours per day, week and month allowed for in the programme with details of resource allocations per activity.
- (h) Production rates for key activities, e.g. engineering, fabrication, delivery, installation, commissioning, etc.

(6) In addition the Contractor shall submit to the Engineer at monthly intervals a progress report indicating the following details:

- (d) Work completed in previous month and total progress to date, per activity.

- (e) Activities behind programme, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
- (f) A GANTT chart showing the original programme, the latest approved version of the programme, actual progress achieved and revised completion sates, if and when applicable.
  - Failure to comply with all of the foregoing requirements shall entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

## **ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

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## **C3.5. INTRODUCTION AND BACKGROUND**

### **C3.5.1.1 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION**

The Construction Regulations (July 2003) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase.

### **C3.5.1.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. These specifications shall act as the basis for the drafting of the construction phase Health and Safety plan by the Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their Contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. Cost, programmed, environment, quality etc.

## **C3.5.2 HEALTH AND SAFETY SPECIFICATION**

### **C3.5.2.1 SCOPE**

This specification covers the requirements for eliminating and mitigating incidents and injuries on the **ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

#### **C3.5.2.1.2 Provision for Health & Safety Cost**

The Principal Contractor must make adequate provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 5(1)(g).

The health and safety cost will be recovered from the provisional sum allocated for this purpose.

#### **C3.5.2.2.2 DEFINITIONS**

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations 2014 shall apply.

### **C3.5.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS**

#### **C3.5.2.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK**

The Principal Contractor shall notify the provincial Director of the Department of Employment and Labour in writing that construction work commences.

#### **C3.5.2.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE**

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.

#### **C3.5.2.3.3 COMPETENCY FOR CONTRACTOR'S APPOINTED COMPETENT PERSON**

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations 2014. Proof of competence for the various appointments must be included.

#### **C3.4.5.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client's

Representative as proof of registration. Contractors shall submit proof of registration to their Contractor before they commence work on site.

The Principal Contractor shall ensure that the letter of good standing is kept valid for the duration of the contract period.

### **C3.5.2.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY**

The Contractor and their Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

### **C3.5.2.3.6 HEALTH AND SAFETY ORGANOGRAM**

The Principal Contractor and their Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

### **C3.5.2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT**

- Roof Work
- Mobile Cranes Management System
- Mechanical
- Working at heights, as per CR8 – Fall Protection Plan, Scaffolding Management
  - Person falling
  - Material falling
  - Protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, any other openings and areas from where persons may fall.
- Excavations
  - Collapse of Walls
  - People/Equipment falling in Excavations
  - Shoring
  - Underground services
  - Drainage
  - Pipe-Jacking operations
- Confined Space entry
- Formwork and Support Work
  - Casting of Concrete
- Manual and Mechanical Handling
  - Lifting and placement of pipes
  - Overhead works
- Noise Control
- Dust Control

Principal Contractor to ensure that these risk assessments as well as other risks identified by them are updated monthly or as the risk change and communicated to all relevant parties. CR 7(4)

### **C3.5.2.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)**

The Principal Contractor and their Contractors shall ensure that Health and Safety

Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing.

The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings

#### **C3.5.2.3.9 HEALTH AND SAFETY COMMITTEES**

Principal Contractor shall organize monthly Health & Safety meetings. Minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting.

#### **C3.5.2.3.10 HEALTH AND SAFETY TRAINING**

##### **C3.5.2.3.10.1 Induction**

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it too.

##### **C3.5.2.3.10.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at **least once per week**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractor have to comply with this minimum requirement.

##### **C3.5.2.3.10.3 Competency**

All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on a regular basis e.g.

Periodic audits by the Client's Health & Safety Agent, progress meetings, etc. The Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

#### **C3.5.2.3.11 GENERAL RECORD KEEPING**

he Principal Contractor and their Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations 2014. The Principal Contractor shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office.

The Health and Safety File shall be submitted for approval prior to commencement of work and Annexure D shall be used to evaluate the file.

The Principal Contractor must ensure that every sub-Contractor keeps its own Health and Safety file, maintains the file and make it available on request (The file must include the Sub-Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Client on completion of construction work.

### **C3.5.2.3.12 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING**

*The Client's Health & Safety Agent shall conduct monthly Health and Safety audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Principal Contractor is obligated to conduct similar audits on their Contractors.*

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety file while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractor has to audit their Contractors and keep records of these audits in their Health and Safety files, available on request.

### **C3.5.2.3.13 EMERGENCY PROCEDURES**

The Principal Contractor shall compile a comprehensive Evacuation Plan with assemble point and contact details in the case of any emergency supplied by the Client's Health & Safety Agent.

### **C3.5.2.3.14 FIRST AID BOXES AND FIRST AID EQUIPMENT**

The Principal Contractor and their Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractor with more than 5 employees shall supply their own first aid box. Principal Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked at all times.

### **C3.5.2.3.15 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION**

Injuries are to be categorized into first aid, medical, disabling and fatal. The Principal Contractor must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly. Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure 1 (General Administrative Regulations) and forward a copy on the investigation report to the principal contractor forthwith. **All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labor in the prescribed manner.**

The Principal Contractor must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

### **C3.5.2.3.16 HAZARDS AND POTENTIAL SITUATIONS**

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

### **C3.5.2.3.17 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

The Principal Contractor shall ensure that all workers are issued and wear hard hats,

protective footwear and overalls. The Principal Contractor and their Contractors shall make provision and keep adequate quantities of SABS or SANS approved PPE on site at all times.

### **C3.5.2.3.18 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE**

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hardhat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere to it.

### **C3.5.2.3.19 CONTRACTORS**

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (July 2003).

The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation;

### **C3.5.2.3.20 PENALTIES**

Penalties may be imposed for ongoing non-compliance to the provisions of the Client's Health and Safety specification and Principal Contractors' health & safety plans. The penalty procedure shall consist of a written warning with a compliance time frame. **Failure to comply within the time frame stipulated would result in a R1000 penalty per non-compliance item per day that the non-compliance persists.**

### **C3.5.2.3.21 A HEALTH AND CONSTRUCTION HEALTH AND CONSTRUCTION HEALTH AND SAFETY OFFICER OR MANAGER OR MANAGER CR 8(5)**

**Subject to the applicable regulations in relation to the activities the Principal Contractor shall provide a full-time or part-time Construction Health and**

**Construction Health and Safety Officer or Manager or Manager on site and proof of their competency to be attached to their appointment.**

**C3.5.2.4 PHYSICAL REQUIREMENTS**

**C3.5.2.4.1 CIVIL WORK**

Principal Contractor to ensure that the Contractor complies with Construction regulation 21 and that the following is undertaken during civil work:

- A competent site supervisor to be on site at all times.
- Plant and equipment inspected daily and registers kept.
- All employees performing construction work shall have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- Workers that are working close to the traffic to be visible and are to wear reflective vests.
- Adequate safety signage to be posted ahead of any work area in the road.
- All signage, including delineators to be maintained and kept clean at all times.
- The required PPE must be worn at all times (Hard hats, safety shoes, overalls, etc.)
- Risk assessments to be conducted on all high-risk activities.
- Speed reduction road signs to be posted.
- Dust control practices used to limit dust generation.

**Laying of pipes / Backfilling**

- A competent site person to supervise lifting operations at all times.
- No employee to stand under any suspended loads.
- Loads must not be slewed over personnel, plant, site huts or property.
- All lifting equipment and accessories must be marked with the Safe Working Load.
- Slings must not be placed on sharp edges.
- Workers to wear proper PPE at all times.
- Work to be stopped when weather conditions prevent safe operations during trenching work or lying of pipes.
- Everyone to stand clear of any area being backfilled by mobile plant.

**C3.5.2.4.2 EXCAVATIONS, SHORING, DEWATERING OR DRAINAGE**

The Principal Contractor and any relevant Contractors shall make provision at tendering stage for shoring, dewatering or drainage of any excavations as per this specification.

The Principal Contractor shall make sure that:

- The excavations are inspected before every shift, after any blasting, after an unexpected fall of ground, after any substantial damage to the shoring and after rain, records kept thereof.
- Safe work procedures have been communicated to the workers,
- The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times,

- The requirements as per section 13 of the Construction Regulations are adhered to.
- Where pipe-jacking activities are taking place safe work procedures/method statements to be submitted to Client's Health & Safety Agent prior to these activities.

Method statement to be developed where shoring will be done, especially near public roads and also where explosives will be / are used.

#### **C3.5.2.4.3 CONFINED SPACE ENTRY**

The Principal Contractor to prepare a confined space procedure in line with General Safety Regulation (5) OHS Act

#### **C3.5.2.4.4 EXISTING STRUCTURES**

Any adjacent structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures and/or loss to property and persons during the entire construction phase.

#### **C3.5.2.4.5 EDGE PROTECTION AND PENETRATIONS**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractors' risk assessment must include these items finished floor slab edges, floor penetrations, and all other openings and areas where a person may fall.

#### **C3.5.2.4.6 HAZARDOUS CHEMICAL SUBSTANCES (HCS)**

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (SDS) Safety Data Sheets and this is to be kept on site and a copy to be forwarded to Client's Health & Safety Agent.

#### **C3.5.2.4.7 STACKING OF MATERIALS**

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors and that all materials and equipment is stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

#### **C3.5.2.5 PLANT AND MACHINERY**

##### **C3.5.2.5.1 CONSTRUCTION PLANT**

The Principal Contractor shall ensure that all such plant complies with the Requirements of the OHS Act 85/1993 and Construction Regulations 2014. The Principal Contractor shall inspect and keep records of inspections of construction plants used on site. Only authorized / competent persons are to use machinery under proper supervision. Appropriate PPE must be provided and maintained at all times.

##### **C3.5.2.5.2 VESSELS UNDER PRESSURE (VUP) AND GAS BOTTLES**

The Principal Contractor shall comply with the Vessels under Pressure Regulations, including:

Providing competency and awareness training to the operators, Providing PPE, Inspect Equipment regularly and keep record of inspections, Provide appropriate firefighting equipment (Fire Extinguishers) on hand.

#### **C3.5.2.5.3 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT**

The Principal Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted as required.

#### **C3.5.2.5.4 HIRED PLANT AND MACHINERY**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

#### **C3.5.2.5.5 FORMWORK AND SUPPORT WORK FOR STRUCTURES**

The Principal Contractor shall ensure that the provisions of section 10 of Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use, that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

#### **C3.5.2.5.6 GENERAL MACHINERY**

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE, and training those who operate the machinery.

#### **C3.5.2.5.7 HIGH VOLTAGE & ELECTRICAL INSTALLATIONS**

If high voltage electrical lines are present on the site perimeter, the Contractor must be aware of the location of them and are to demarcate its positions.

These demarcations must be maintained throughout the duration of the construction work. The minimum safety clearances as per Electrical Machinery Regulation 15 must be adhered to. **All installation must comply with SANS 10142 & the regulations of the OHS Act 85/1993 and Construction Regulation 22.**

All temporary electrical installations must be inspected at least weekly.

#### **C3.5.2.5.8 PORTABLE ELECTRICAL TOOLS AND EXPLOSIVE POWERED TOOLS**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and the

control measures that are to be implemented e.g. Personal protection equipment, guards, etc.

A competent person to undertake routine inspections and records are to be kept on file. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out, compliance enforced at all times, and PPE are provided and maintained,

#### **C3.5.2.5.9 WELDING EQUIPMENT**

- Only authorized / trained persons to use the equipment.
- The operators are to wear correct PPE - eye/ face/foot/body/respirator.
- Flashback arrestors are to be fitted on cylinders and gauges when using gas welding equipment. Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

#### **C3.5.2.5.10 PUBLIC AND SITE VISITOR HEALTH AND SAFETY**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor to ensure that no unauthorized personal enter the construction area.

Method statements are to be drafted on traffic management on site, including work near the public.

#### **C3.5.2.5.11 NIGHT WORK**

Adequate lighting to be provided where required. Personnel should not work alone at night.

#### **C3.5.2.6 OCCUPATIONAL HEALTH**

##### **C3.5.2.6.1 OCCUPATIONAL HYGIENE**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risk to be looked at includes:

##### Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.

##### Noise

Tasks identified where noise exceeds 85 dBa. All reasonable steps are to be taken to reduce noise levels. Hearing protection is to be used where noise levels cannot be reduced to below 85 dBa.

### Dust

Principal Contractor to ensure that employees working with grinders, saws & jackhammers, etc. are issued with dust masks and dust exposure to be minimized at all times.

#### **C3.5.2.6.2 WELFARE FACILITIES**

The Principal Contractor shall ensure that welfare facilities complies with the requirements of regulation 30 of the Construction Regulations (2014).

The Principal Contractor will provide ablution facilities for all on site, including changing facilities & hand washing facilities. Safe and adequate facilities will be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

#### **C3.5.2.6.3 ALCOHOL AND OTHER DRUGS**

The Principal Contractor is to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

**HEALTH AND SAFETY SPECIFICATIONS (HSS)**

**ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

Annexure A

The Principal Contractor must submit compliance with Annexure A within **one week** of receiving this Specification.

| <b>HSS Item no.</b> | <b>REQUIREMENT</b>  | <b>OHS REQUIREMENT</b>   | <b>SUBMISSION DATE</b>                                     |
|---------------------|---|--|--|
| <b>2.3.1</b>        | Assignment of Responsible Persons to manage and supervise Construction work           | OHS Act (section 16.2) & Construction Regulation 8(1) and 8(7) | Before commencement on site                                |
| <b>2.3.2</b>        | Competence of Responsible Persons   | OHS Act (section 16.2) & Construction Regulation 6             | Together with H & S plan                                   |
| <b>2.3.3</b>        | Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC | COIDA  | Together with H & S plan                                   |
| <b>2.3.4</b>        | Occupational Health and Safety Policy   | OHS Act  | Together with H & S plan                                   |
| <b>2.3.5</b>        | Health and Safety Organogram  | Client Requirement   | Together with H & S plan                                   |
| <b>2.3.6</b>        | Initial Hazard Identification and Risk Assessment based on the Client/s assessment    | Construction Regulations.                                      | Together with H & S plan                                   |
| <b>2.3.7</b>        | Health and Safety Representative  | OHS Act  | Submit as soon as There are more than 20 employees on site |
| <b>2.3.8</b>        | Detailed breakdown of Safety cost   | OHS Act  | During SLA   |

The Principal Contractor must submit compliance with Annexure A within **one week** of receiving this Specification.

| <b>HSS Item no.</b> | <b>REQUIREMENT</b>  | <b>OHS REQUIREMENT</b>   | <b>SUBMISSION DATE</b>                                     |
|---------------------|---|--|--|
| <b>2.3.1</b>        | Assignment of Responsible Persons to manage and supervise Construction work           | OHS Act (section 16.2) & Construction Regulation 8(1) and 8(7) | Before commencement on site                                |
| <b>2.3.2</b>        | Competence of Responsible Persons   | OHS Act (section 16.2) & Construction Regulation 6             | Together with H & S plan                                   |
| <b>2.3.3</b>        | Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC | COIDA  | Together with H & S plan                                   |
| <b>2.3.4</b>        | Occupational Health and Safety Policy   | OHS Act  | Together with H & S plan                                   |
| <b>2.3.5</b>        | Health and Safety Organogram  | Client Requirement   | Together with H & S plan                                   |
| <b>2.3.6</b>        | Initial Hazard Identification and Risk Assessment based on the Client/s assessment    | Construction Regulations.                                      | Together with H & S plan                                   |
| <b>2.3.7</b>        | Health and Safety Representative  | OHS Act  | Submit as soon as There are more than 20 employees on site |
| <b>2.3.8</b>        | Detailed breakdown of Safety cost   | OHS Act  | During SLA   |

| <b>Detailed breakdown of Safety cost (Construction Regulations 2014)</b> |                     |                           |                                       |                                  |
|--|---------------------|---------------------------|---------------------------------------|----------------------------------|
| <b>Tenderer (Company)</b>  |                     | <b>Responsible Person</b> | <b>Designation</b>                    | <b>Date</b>                      |
|  |                     |                           |                                       |                                  |
| <b>Project/Tender Title</b>  |                     | <b>Project/Tender No.</b> | <b>Project Location / Description</b> |                                  |
|  |                     |                           |                                       |                                  |
| <b>#</b>   | <b>Cost element</b> | <b>Unit Cost (R)</b>      | <b># of Units</b>                     | <b>Total Cost (R) (VAT incl)</b> |
| 1  |                     |                           |                                       |                                  |
| 2  |                     |                           |                                       |                                  |
| 3  |                     |                           |                                       |                                  |
| 4  |                     |                           |                                       |                                  |
| 5  |                     |                           |                                       |                                  |
| 6  |                     |                           |                                       |                                  |
| 7  |                     |                           |                                       |                                  |
| 8  |                     |                           |                                       |                                  |
| 9  |                     |                           |                                       |                                  |
| 10   |                     |                           |                                       |                                  |
| 11   |                     |                           |                                       |                                  |
| 12   |                     |                           |                                       |                                  |
| 13   |                     |                           |                                       |                                  |
| 14   |                     |                           |                                       |                                  |
| 15   |                     |                           |                                       |                                  |
| <b>Total Health and Safety Cost (R VAT incl)</b>                         |                     |                           |                                       |                                  |

**HEALTH AND SAFETY SPECIFICATIONS (HSS)**

**ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

Annexure B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its risk assessment of the Contractor concerned.

| <b>APPOINTMENT</b>                        | <b>OHSA REFERENCE</b> | <b>REQUIREMENT</b>  |
|---|-----------------------|---|
| CEO Assignee                              | Section 16(2)         | A competent person to assume the overall H & S responsibility - Contractor's Responsible Person   |
| Construction Work Manager                 | CR 8.1                | A competent person to manage construction activities and be responsible for Health and Safety related issues on site  |
| Subordinate Construction Work Supervisors | CR 8.7                | A competent person to assist with the daily supervision of construction / building work. The person(s) assist the Construction Work Supervisor  |
| Health and Safety Representative(s)       | Section 17            | A competent person(s) to supervise construction activities and be responsible for Health and Safety related issues on site.   |
| Incident Investigator                     | GAR 8                 | A competent person to investigate incidents / accidents on site, this could either be:<br>* The 6.1 or 6.2 Person<br>* H & S Representative<br>* Member of the H & S Committee<br>* H & S officer |
| Risk Assessment Co-ordinator              | CR 9                  | A competent person to co-ordinate all assessments on behalf of the Principle Contractor. The same applies to Contractors.   |
| Fall protection plan co-ordinator         | CR 10                 | A competent person to prepare and amend the fall protection plan  |
| First Aiders                              | GSR 3                 | A qualified person to address all on site first aid cases   |
| Lifting machine and equipment Inspector   | DMR 18                | A competent person to inspect lifting machines and equipment  |
| Lifting tackle Inspector                  | DMR 18                | A competent person to inspect lifting tackles   |
| Scaffolding Inspector                     | SANS 10085-1:2004     | A competent person to inspect scaffolding before use and every time after bad weather, etc.   |
| Scaffolding Erector                       | SANS 10085-1:2004     | A competent person to erect scaffolding   |
| Scaffolding Supervisor                    | SANS 10085-1:2004     | A competent person to supervise scaffolding   |
| Stacking Supervisor                       | CR 28                 | A competent person to supervise all stacking and  |

| <b>APPOINTMENT</b>                             | <b>OHSA<br/>REFERENCE</b> | <b>REQUIREMENT</b>   |
|--|---------------------------|--|
|  |                           | storage operations   |
| Explosive powered tools Inspector / Supervisor | CR 21                     | A competent person to inspect and clean the tools daily and controlling all operations thereof |
| Temporary electrical installations Supervisor  | CR 24                     | A competent person to control all temporary electrical installations                           |
| Fire-fighting equipment Inspector              | CR 29                     | A competent person to inspect fire-fighting equipment  |

### OTHER REQUIREMENTS

### Annexure C

The Principal Contractor shall comply but not be limited to the following requirements: Reports on these to the addressed to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

| WHAT   | WHEN   | OUTPUT  | ACCEPTED BY CLIENT WITH DATE |
|--|--|---|------------------------------|
| Construction-phase Health and Safety plan                  | Within one weeks of receipt of the Spec.                   | Principal Contractor to report on status of Principal Contractors' Health and Safety plans  |                              |
| Health and Safety file                                     | Open file when construction begins and maintain throughout | Have file on hand at meetings   |                              |
| Awareness Training (Tool Box Talks)                        | At least weekly  | Attendance registers  |                              |
| Health and Safety Reports                                  | Monthly  | Report covering:<br>* Incidents/Accidents and Investigations<br>* Non conformances by employees & contractor<br>* Internal & External H & S audit reports |                              |
| Risk assessment  | Updated and signed off at least monthly                    | Documented risk assessment  |                              |
| Method statements (safe work procedures)                   | Drawn up before workers are exposed to new risks           | Documented set of safe work procedures (method statements) updated and signed off   |                              |
| General Inspections  | Weekly and Daily   | OHS Act compliance Registers:<br>* Scaffolding<br>* Excavations<br>* Formwork & support work<br>* Explosive tools<br>* Temporary electrical Installations |                              |
| General Inspections  | Monthly  | * Fire-fighting equipment<br>* Portable electrical equipment<br>* Ladders   |                              |
| General Inspections  | 3 - Monthly  | * Lifting tackle<br>* Oxy-acetylene cutting and welding sets<br>* Fall prevention and arrest equipment  |                              |
| General Inspections  | 6 - Monthly  | * Lifting machines  |                              |
| Workman's Compensation                                     | Updated Weekly   | Table list of Principal Contractors' workman's compensation proof of good standing  |                              |
| Construction site rules & Section 37.2 Mandatory Agreement | Update Weekly  | Table a report of all signed up Mandatory's   |                              |

**Annexure D**

The following checklist shall be used to approve the Health and Safety File

**CONTRACTOR SAFETY FILE ASSESSMENT CHECKLIST**

| SCOPE/COVERAGE:   | Contractor Safety file Assessment   | ERWAT CONTRACTING DEPT: |              |     |
|-------------------|---|-------------------------|--------------|-----|
| CONTRACTOR NAME:  |   | INSPECTION BY:          |              |     |
| SERVICE RENDERED: |   | INSPECTION DATE:        |              |     |
| No.               | Are items on file and meet requirements?  | Approved                | Not Approved | N/A |
| 1                 | Scope of Work   |                         |              |     |
| 2                 | Valid Letter of Good Standing with Compensation Fund or licensed insurer  |                         |              |     |
| 3                 | Public Liability Insurance  |                         |              |     |
| 4                 | Notification Letter of Construction Work (If Applicable)  |                         |              |     |
| 5                 | Health and Safety Organogram  |                         |              |     |
| 6                 | All required legal appointments signed and on file i.e Section 16(2), SHE Reps, First Aiders, Risk Assessor, Incident Investigators, Construction Work Appointments etc |                         |              |     |
| 7                 | All employees have valid Medical Certificate of Fitness   |                         |              |     |
| 8                 | Health and Safety Policy  |                         |              |     |
| 9                 | Health & Safety Plan,   |                         |              |     |
| 10                | Client Health and Safety Specification  |                         |              |     |
| 11                | Section 37(2) Mandatary Agreement   |                         |              |     |
| 12                | Risk Assessments: Method Statements: Safe Operating Procedures (including LOTO where applicable)  |                         |              |     |
| 13                | Incidents / Accidents Register and Investigation Reports  |                         |              |     |
| 14                | Emergency Plan  |                         |              |     |
| 15                | Health and Safety Induction   |                         |              |     |
| 16                | Documented Proof of Daily Toolbox Safety Talks/ DSTI  |                         |              |     |
| 17                | Personal Protective Equipment (PPE)   |                         |              |     |
| 18                | Equipment Registers, Inspections Checklist and testing certificates   |                         |              |     |
| 19                | List of Hazardous Chemicals and MSDS (If applicable)  |                         |              |     |
| 20                | Environmental Management Plan   |                         |              |     |
| 21                | Fall Protection Plan (If Applicable)  |                         |              |     |
| 22                | Training Records and Competency Certificates  |                         |              |     |
| 23                | Other, as per scope of work   |                         |              |     |

**OTHER REQUIREMENTS**

**ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS**

**Annexure C**

The Principal Contractor shall comply but not be limited to the following requirements: Reports on these to the addressed to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

| WHAT   | WHEN   | OUTPUT  | ACCEPTED BY CLIENT WITH DATE |
|--|--|---|------------------------------|
| Construction-phase Health and Safety plan                  | Within one weeks of receipt of the Spec.                   | Principal Contractor to report on status of Principal Contractors' Health and Safety plans  |                              |
| Health and Safety file                                     | Open file when construction begins and maintain throughout | Have file on hand at meetings   |                              |
| Awareness Training (Tool Box Talks)                        | At least weekly  | Attendance registers  |                              |
| Health and Safety Reports                                  | Monthly  | Report covering:<br>* Incidents/Accidents and Investigations<br>* Non conformances by employees & contractor<br>* Internal & External H & S audit reports |                              |
| Risk assessment  | Updated and signed off at least monthly                    | Documented risk assessment  |                              |
| Method statements (safe work procedures)                   | Drawn up before workers are exposed to new risks           | Documented set of safe work procedures (method statements) updated and signed off   |                              |
| General Inspections  | Weekly and Daily   | OHS Act compliance Registers:<br>* Scaffolding<br>* Excavations<br>* Formwork & support work<br>* Explosive tools<br>* Temporary electrical Installations |                              |
| General Inspections  | Monthly  | * Fire-fighting equipment<br>* Portable electrical equipment<br>* Ladders   |                              |
| General Inspections  | 3 - Monthly  | * Lifting tackle<br>* Oxy-acetylene cutting and welding sets<br>* Fall prevention and arrest equipment  |                              |
| General Inspections  | 6 - Monthly  | * Lifting machines  |                              |
| Workman's Compensation                                     | Updated Weekly   | Table list of Principal Contractors' workman's compensation proof of good standing  |                              |
| Construction site rules & Section 37.2 Mandatory Agreement | Update Weekly  | Table a report of all signed up Mandatory's   |                              |

**ERW2503/01: APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY, DELIVER AND INSTALL GENERATORS FOR ERWAT WATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS Annexure D**

**Acknowledgement of Receipt of the Health and Safety Specifications:**

I, \_\_\_\_\_ representing

\_\_\_\_\_ Contractor

\_\_\_\_\_

**Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations / requirements in respect thereof.**

**COMMENTS:**

## **C3.6 ENVIRONMENTAL MANAGEMENT DURING CONSTRUCTION**

### **C3.6.1 INTRODUCTION**

A comprehensive Environmental Scoping Report was prepared as part of the environmental and social assessment of the preceded project. Included in the report is an Environmental Management Plan (EMP) and the purpose of this Particular Specification is to make the Contractor aware of his obligations in terms of the EMP during construction and to afford him the opportunity to insert rates and prices in the Schedule of Quantities to cover these obligations.

Sub-Contractors and their employees must comply with all the requirements of this specification. Absence of specific reference to any sub-contractor in any specification does not imply that the sub-contractor is not bound by this specification.

The Contractor must arrange for all his employees and those of his sub- contractors to be informed of this specification before the commencement of construction to ensure:

- a.) basic understanding of the key environmental features of the work site and environments, and
- b.) familiarity with the requirements of this document.

### **C3.6.2 MONITORING AND ASSESSMENT OF COMPLIANCE**

The environmental management performance of the Contractor (including his subcontractors and staff) will be reviewed on a regular basis by the Employer's ECO. The Contractor will be deemed not to have complied with the EMP if:

- a.) There is evidence of negligence or recklessness resulting in the contravention of any of the clauses, both within and outside the boundaries of the construction site;
- b.) The Contractor fails to comply with corrective or other instructions within a time specified by the Engineer;
- c.) The Contractor fails to respond adequately in terms of the contract, to complaints from the public.

The Contractor will be given a period of 2 weeks after the commencement date of the contract, before compliance is enforced.

Via these environmental specifications the Contractor has been made aware of what actions are required of him and/or his subcontractors. Certain do's and don'ts have been given and onus for these controls rests with the Contractor as he is the only person capable of controlling these aspects and a fine/reward system will be implemented to encourage compliance.

Compliance to the EMP will be reported by the ECO in the form of a monthly Environmental Compliance Report which will include all transgressions of the EMP and the environmental specification and rate them in order of significance. The Environmental Compliance Report will be forwarded to the Engineer, the Employer and GDACE on a monthly basis.

A percentage point will be given based on a questionnaire which is attached to the Report. Any percentage compliance above 80% will be considered to be within acceptable limits. If the Contractor has not complied with any of the clauses of the EMP, or the score in the monthly environmental audit drops to below 80% compliance, the ECO will advise the Engineer who shall order the Contractor in terms of the contract to remedy the deficiencies. Failure on the part of the Contractor to carry out such order shall be dealt with in terms of the contract.

Should compliance drop below 60% the ECO shall immediately advise the Engineer who shall have the right in terms of the contract to order in writing the suspension of the Works.

### **C3.6.3 COMPLIANCE WITH SANS 1200**

All environmental clauses stated in the SANS 1200 "Standard Specification for Civil Engineering Construction" as amended in this document shall be adhered to by the Contractor. Where the EMP is in conflict with the Standard Specification, the EMP shall take precedence.

### **C3.6.4 SITE MANAGEMENT**

#### **C3.6.4.1 General**

The Contractor shall draw up a plan of all parts of the construction site, showing the layout of site establishment, stockpiles, planned access and circulation routes, etc. to depict the scope of his planned operations. The plan shall be submitted to the ECO for comment and approval by the Engineer.

The Works area will be indicated on the layout plan and shall never exceed the boundaries of the site at any given location during the construction period.

Every precaution shall be taken, in accordance with this specification, to prevent pollution of air, soil, ground, and surface water as a result of construction or associated activities.

All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.

#### **C3.6.4.2 Housekeeping**

The Contractor shall ensure that his working areas are kept clean and tidy at all times. The ECO shall inspect these areas on a regular basis.

#### **C3.6.4.3 Works area**

Routes for temporary access and haul roads shall be located within the approved Works area and vehicle movement shall be confined to these roads. Movement of vehicles outside the Works area shall not be permitted without authorization from the Engineer, after consultation with the ECO.

All construction activities shall be restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials, including spoil, shall only be stockpiled in the Works area.

#### **C3.6.4.4 Fire risk and burning**

Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be permitted.

The Contractor shall ensure that the risk of fire at any location on the site is kept to a minimum.

The Contractor shall supply fire-fighting equipment in proportion to the fire risk presented by the type of construction and other on-site activities and materials used on site. This equipment shall be kept in good operating order.

Open fires for heating and cooking shall only be permitted in protected areas designated by the ECO for this purpose.

No fires will be allowed adjacent to the boundary fence, either inside or outside the construction site.

Any welding or other sources of heating of materials must be done in a controlled environment, wherever possible and under appropriate supervision, in such a manner as to minimize the risk of veld fires and/or injury to staff.

#### **C3.6.4.5 Storage of fuel and other materials**

Fuel, lubricants, transmission, and hydraulic fluids shall only be stored in the Works area.

All fuel tanks must be installed above ground, depending on the volume of stored fuel, for easy detection of fuel leaks. All fuel tanks must be placed on a thick plastic sheet so as to prevent soil pollution, be set in a bund with earthen walls, and maintained throughout the contract.

Areas made available for fuelling or greasing of equipment and vehicles must be clearly demarcated on the layout plan. In order to prevent soil pollution, these areas must be covered with a protective material (e.g. a thick plastic sheet). No fuelling, greasing, or filling of oils may take place outside these demarcated areas.

The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.

Cement must be stored and mixed on an impermeable substratum.

#### **C3.6.4.6 Concrete batching plants**

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete all waste concrete must be removed from the batching area and disposed of at an approved dumpsite.

The batching plant shall be enclosed by a bund wall with divisions and dedicated compartments for the various types of materials. Air filters shall be monitored and cleaned and replaced as per the supplier's guidelines.

Storm water must not be allowed to flow through the batching area.

Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. This pond will be cleaned monthly.

Operators must wear suitable safety clothing.

#### **C3.6.4.7 Safety**

Equipment and stores should be locked up and not left unattended.

The Contractor must ensure that no unemployed labour seekers are permitted to gather at the site and no camp followers/shebeen operators shall be allowed to operate on or adjacent to the site.

Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.

Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.

All tall structures must be properly earthed and protected against lightning strikes.

The Contractor must have a first aid box available on site and on all vehicles working on site.

The Contractor must submit a copy of the minutes of weekly health and safety meetings to the ECO.

#### **C3.6.4.8 Blasting and drilling**

A written warning of 2 days indicating the date and approximate time period of blasting activities shall be given to affected residents for the temporary removal of sensitive domestic animals such as horses, dogs, cats, birds, and cattle, before blasting and/or drilling activities commence during that period.

During blasting the stipulations of the Minerals Act, Act 50 of 1991 shall apply.

Should any warning not be given within the period specified above, the Contractor will be held liable for injuries to or deaths of the affected animals.

In order to minimize the potential impact on animals, it is proposed that soft explosives and/or noise mufflers be used.

When blasting, the Contractor shall take measures to limit flying rock. This may be achieved by matching the charge to the rock type, by using milli-second delay detonators or by using rubber blasting mats placed over the area to be blasted. Flying rock 150mm and larger which falls beyond the cleared working area shall be collected and removed together with the rock spoil.

When blasting under power lines the Contractor shall arrange for power to be temporarily switched off or have the lines moved.

### **C3.6.4.9 Fencing**

Fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed to such fenced areas.

In places where temporary fencing is required, the Contractor shall erect such fencing and, when and where required by the Engineer, re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal. The Contractor shall erect and maintain the aforementioned temporary fencing in the locations and for the period described in the Contract.

If temporary fencing is removed temporarily for the execution of any part of the Works, it shall be reinstated as soon as practicable by the Contractor.

The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where possible, the fence line must be aligned to retain trees or tree groups. There shall be no removal of the grass cover or topsoil within this width.

### **C3.6.5 CONTROL OF DAMAGE TO VEGETATION AND ANIMALS**

The Contractor shall ensure that all works are undertaken in a manner which minimizes the impact on vegetation and animals inside or outside of the Works area.

#### **C3.6.5.1 Vegetation**

As much of the existing vegetation as possible shall be retained. The removal of existing vegetation shall only occur at the sites designated for construction activities. Only woody vegetation may be cleared. During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

Bush and grass veld must only be cleared to provide essential access for construction purposes.

No indigenous shrubs and/or trees shall be cut down by the Contractor. Removal, damage or disturbance of any vegetation outside the Works area is not permitted. Special care shall be taken not to disturb or destroy riverine vegetation.

Trees which have been selected for preservation by the ECO within or adjacent to the Works areas shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for materials storage or as allocation for temporary buildings. If such trees are located within the 15m working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

Gathering of firewood shall not be permitted.

The Contractor shall take care that seeds are collected during the removal of alien vegetation in order to counter the spread of this vegetation type. Failure to do so may result

in prosecution in terms of the Conservation of Agricultural Resources Act (Act 43 of 1983). A fine not exceeding R5000 and/or 2 years imprisonment can be imposed.

No vehicular access will be allowed on the grassy parts of the construction site.

### **C3.6.5.2 Disturbance of animals**

Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his employees, his sub-contractors or his sub-contractors employees. Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee. Disturbances to nesting sites of birds must be minimized. Anthills and/or termite nests that occur in the Works area must not be disturbed unless it is unavoidable for construction purposes.

The Contractor and his employees shall not bring any domestic animals onto the site.

The Contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pest species. There shall be no feeding of native animals.

The Contractor shall ensure that domestic and native animals are safe from injury that may arise from unprotected Works.

The Contractor shall advise his workers and subcontractors of the penalties associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine R2 000 and/or 12 months imprisonment).

## **C3.6.6 CONTROL OF DAMAGE TO SOIL AND WATER**

### **C3.6.6.1 Stripping of topsoil**

Topsoil shall be deemed to be the top 300mm layer of soil. This layer contains organic material, nutrients and plant and grass seed. For this reason it is an extremely valuable resource for the rehabilitation and re-vegetation of disturbed areas.

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include the area comprising the permanent works, pipeline trenches, stockpiles, temporary and permanent access roads, construction camps, lay down areas, and any other area as indicated on the Works area drawings. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

Soil shall be stripped to a minimum depth of 150mm and maximum depth of 300mm or to the depth of bedrock where soil is shallower than 300mm. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use by mixing with spoil or by compaction by machinery.

Topsoil shall be stripped when it is in a dry condition in order to prevent compaction.

Stripping of topsoil shall be undertaken in such a way as to minimize erosion by wind or runoff.

### **C3.6.6.2 Stockpiling of topsoil**

when areas are cleared. The Contractor shall ensure that subsoil and topsoil are not mixed during stripping, excavation, reinstatement, and rehabilitation. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost. Temporary soil stockpiles shall not be higher than 2,5m, and the slopes of soil stockpiles shall not be steeper than 1 vertical to 1,5 horizontal.

Areas from which topsoil is to be removed shall be cleared of any foreign material which may come to form part of the topsoil during removal including bricks, rubble, any waste material, litter any other material which could reduce the quality of the topsoil.

Soil must not be stockpiled on drainage lines or near watercourses.

No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and for later identification when required.

After topsoil stockpiling has been completed, the Contractor shall apply soil conservation measures to the stockpiles where and as directed by the Engineer / Environmental Officer. This may include the use of erosion control fabric and/or grass seeding.

### **C3.6.6.3 Placement of topsoil**

Topsoil shall be placed to a minimum depth of 150mm over all areas where it has been stripped, after construction in those areas has ceased. Topsoil placement shall follow as soon as construction in an area has ceased.

All areas onto which topsoil is to be spread shall be graded to the approximate original landform with maximum slopes of 1:2,5 and shall be ripped prior to topsoil placement. The entire area to be covered with top soil shall be ripped parallel to the contours to a minimum depth of 300mm.

Topsoil shall be placed in the same soil zone from which it had been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil may be brought from other soil zones on approval by the Engineer after consultation with the ECO.

Where topsoil that has been stripped by the Contractor is insufficient to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer.

No vehicles shall be allowed access onto or through topsoil after it has been placed.

After topsoil placement is complete, cleared and stockpiled vegetative matter shall be spread randomly by hand over the area covered with topsoil.

#### **C3.6.6.4 Klip river and Rietspruit**

The Klip River is situated approximately 250 m to the west of the construction site at its closest point, and the Rietspruit approximately 300 m to the east.

Site staff shall not be permitted to use the Klip River or the Rietspruit for the purpose of bathing, washing of clothing or vehicles nor disposal of any type of waste.

The Contractor shall not in any way modify nor damage the banks or bed of the Klip River or the Rietspruit and its drainage lines, unless required as part of the construction project specification and in consultation with the Construction Project Manager and the ECO. Abstraction of water from the Klip River is allowed provided that no damage to the banks of the Klip River shall occur. Should damage occur the Contractor will be held liable for any reparation and/or rehabilitation to the banks of the Klip River and for prosecution in terms of the National Water Act (Act No. 36 of 1998).

All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled. Appropriate structures and methods to confine spillages such as the construction of berm shall be provided.

#### **C3.6.7 Control of pollution**

As a minimum requirement all waste emissions (hazardous, airborne, liquid and solid) from the site shall be kept within the limits of standards set in terms of relevant national and local pollution legislation and regulations.

##### **C3.6.7.1 General**

No waste of a solid, liquid or gaseous nature shall be emitted from the site without approval by the Engineer.

Precautionary measures must be taken to prevent any form of pollution.

Accidental pollution incidents shall be reported to the Engineer and the ECO immediately after they occur and shall be cleaned-up by the Contractor or a nominated clean-up organization at the expense of the Contractor.

##### **C3.6.7.2 Soil**

Vehicle and plant maintenance shall be confined to the areas demarcated for this purpose. Should any amount of fuel, oil transmission or hydraulic fluids be spilled onto the soils the Engineer and the ECO shall be informed immediately. If ordered by the Engineer, tests must be conducted to determine the extent of soil contamination. The polluted soil shall be rehabilitated or remediated to the satisfaction of the Engineer, after consultation with the ECO. Proof of disposal of contaminated soil must be submitted by the Contractor to GDACE within 14 days of the disposal thereof.

##### **C3.6.7.3 Water**

Water containing waste shall be prevented from entering the Klip River or the Rietspruit either by seepage or natural flow. Oil absorbent fibres must be used to contain oil spilled in water.

Cost effective measures must be taken to minimize the flow of surface water to trench excavations.

On-site storm water management over the construction site shall be to the satisfaction of the Engineer.

#### **C3.6.7.4 Air**

All reasonable measures should be taken to minimize air emissions in the form of smoke, dust, and gases.

All machinery and vehicles used for the Works shall be in good working order. Any vehicle or piece of machinery that visibly emits excess pollutant shall be removed from site.

Waste must not be allowed to stand on site to decay, resulting in malodors. No fires shall be allowed if smoke from such fires will cause a nuisance to neighbouring residents.

#### **C3.6.7.5 Sewage**

Any spillage of sewage caused by the Contractor or any of his employees or subcontractors during the construction activities shall be cleaned up at the expense of the Contractor.

### **C3.6.8 MANAGEMENT OF WASTE**

In practice all wastes arising from construction activities are to be handled, transported and disposed of in accordance with the relevant regulations. All efforts should be made to minimize, reclaim or recycle waste, and failing that, dispose of it in a manner licensed by the government for that purpose.

#### **C3.6.8.1 Sanitation**

The Contractor shall provide adequate sanitation facilities in accordance with Clause PSA 1.2 hereof. The use of the surrounding veld for toilet purposes shall not be permitted under any circumstance.

#### **C3.6.8.2 Wastewater**

*Definition: Wastewater is water that is contaminated by humans through their actions.*

All run-off from fuel depots, workshops, truck washing areas, and wash water from concreting vehicles and other equipment shall be collected and directed through pollution traps to the operational sewers. If connection to the sewers is not possible, the wastewater shall be collected in settlement ponds, which shall be suitably lined at the Contractor's expense.

Wastewater may not be disposed of directly or indirectly into the Klip River or the Rietspruit. The Contractor shall provide suitable retention and filtration structures (which shall be properly maintained) for the collection of wastewater.

The Contractor shall provide washing and changing facilities. All run-offs from these washing and/or changing facilities shall be contained in the retention structures to the satisfaction of the Engineer.

### **C3.6.8.3 Solid waste**

*Definition: "Solid Waste" refers to all construction waste (such as rubble, cement bags, waste cement, timber, cans, other containers, wires and nails), household and office waste.*

Solid waste shall be collected and stored in demarcated, fenced areas in skips and/or bins. The fenced areas or containers should be designed to prevent solid waste from being blown out by wind and should be strategically and conspicuously placed throughout the site.

Wherever possible solid waste that can be recovered shall be recycled.

Solid waste shall be disposed of at a registered solid waste disposal site. The prices submitted by the Contractor shall include all transportation and disposal costs of waste. Solid waste shall not be buried nor burned on site.

The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.

### **C3.6.8.4 Hazardous wastes**

*Definition: Hazardous wastes are those which are proven to be toxic, corrosive, explosive, flammable, carcinogenic, radioactive, poisonous or as determined by the Hazardous Substance Act as amended.*

Discharges of hazardous chemicals (such as paint, turpentine, oil and cement), as declared under the Hazardous Substances Act as amended, on the site or to the storm water system are prohibited.

Potentially hazardous raw and waste materials shall be handled and stored on-site in containers with tight lids that must be sealed and must be disposed of at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.

The following hazardous waste products shall be disposed of at a registered hazardous waste disposal site:

- a) cement;
- b) diesel, petroleum, oil and lubricants;
- c) explosives;
- d) drilling fluids;
- e) pesticides;
- f) paints and turpentine;
- g) concrete additives; and
- h) any other material which is listed in terms of the Hazardous Substances Act.

The Contractor must maintain a hazardous materials register.

### **C3.6.9 MANAGEMENT OF STORMWATER AND SOIL EROSION**

The aim is to minimize soil loss from the site due both to wind and water.

### **C3.6.9.1 Storm water**

At all stages of the contract, storm water control measures shall be applied to keep soil on-site by minimizing

- a) Erosion or leaching of water from temporary stockpiles of topsoil and permanent spoil dumps
- b) Erosion from construction roads, excavations and borrow pits, where applicable
- c) Silt-laden run-off from all areas stripped of vegetation, including excavation surfaces and stockpiles of spoil and topsoil (the correct placement of rocks together with straw bales can be used to prevent silt-laden run-off); and
- d) Contaminated run-off from storage areas;

Thereby preventing it from entering waterways or the storm water drainage system.

Natural storm water run-off that is not polluted by site operations shall be diverted around spoil dumps and topsoil stockpiles. Effective measures shall be taken to minimize the flow of storm water to excavations.

Where uncontaminated storm water has accumulated in excavations and needs to be pumped out, it must be disposed of in such a way that erosion does not occur along the course of its passage. Contaminated storm water shall not be disposed of into the waterways, unless it has been treated to the satisfaction of the Engineer, after consultation with the ECO.

### **C3.6.9.2 Control of erosion**

At all stages of the contract, erosion of bare soil, other excavation surfaces and stockpiles of topsoil and spoil shall be prevented by the application of erosion control measures.

Should erosion occur due to negligence on the part of the Contractor to apply adequate measures, the Contractor will be responsible for reinstatement of the eroded area to its former state at his own expense. Any surface water pollution occurring, as a result of this negligence, shall be cleaned up by the Contractor or a nominated clean-up organization at the expense of the Contractor.

Cross and side storm water drainage measures shall be constructed on access and haul roads to the site and on roads within the site.

The Contractor shall ensure that run-off from access and haul roads, and that diverted into cross and side drains, does not cause erosion

### **C3.6.10 CONTROL OF DISTURBANCE TO NEIGHBOURS AND/OR AFFECTED RESIDENTS**

All issues and items agreed to in the negotiations and discussions between the Owner and affected residents must be implemented.

#### **C3.6.10.1 Scenic quality**

The Contractor shall position all temporary structures as well as temporary plant on site in locations and at elevations which limit visual intrusion on neighbours. The type and colour of roofing and cladding materials shall be selected to reduce reflection.

The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

All cut and fill forms shall be rounded at the edges to blend them with the surrounding landforms.

All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

The colours of all permanent structures shall be chosen so as to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

#### **C3.6.10.2 Noise**

All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. Neighbouring residents must be informed of excessive noise factors.

Noise emanating from construction activities must not be "disturbing noise", that is, the sound level from the site measured at the nearest dwelling must not exceed the ambient noise level by 7dBA or more.

Appropriate directional and intensity settings should be maintained on hooters and sirens, if applicable.

Silencer units on plant and vehicles shall be maintained in good working order. Any vehicle/machine emitting excess noise shall immediately be removed from site or effectively repaired.

Where required by the ECO after consultation with the Engineer, the Contractor shall provide noise reduction measures in the form of cladding and earth berm between sources of on-site noise and neighbours and/or affected property owners.

A speed restriction of 40 km/h shall be imposed on all construction vehicles in order to limit additional noise generated by these vehicles. This restriction shall apply to the site and any road within 2 kilometres of the site.

No loud music shall be allowed on site and in construction camps.

#### **C3.6.10.3 Dust**

The Contractor shall ensure that a minimum of dust is generated by construction and related activities. Roads and working areas should be maintained regularly and this may include the sprinkling of water. Water for this purpose shall be used sparingly to not generate run-off and resulting soil erosion.

The Contractor shall control dust from spoil dumps as specified above.

Soil and aggregate loads in transit must be kept covered, to prevent wind borne pollution (dust).

Stockpiles of soil must be kept covered or have a suitable dust palliative applied, such as water or commercial dust suppressants, to prevent windborne pollution.

#### **C3.6.10.4 Social interaction and disruption**

The Contractor shall maintain normal working hours (i.e. from 07:00 until 17:00) from Mondays to Fridays for the duration of the construction period. The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface.

The Contractor's activities and movement of staff shall be restricted to designated construction areas only. The Contractor and site staff may not interact directly with adjacent landowners but only through the Engineer, who will contact property owners to obtain permission.

The Contractor's staff shall wear special identity cards (with the employees photograph displayed on the card), which shall make identification possible, at all times. Any temporary staff employed by the Contractor or any sub-contractor appointed by the Contractor shall also comply with this clause.

Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.

Criteria for selection and appointment, by the Contractor, of construction labor must be established to allow for preferential employment of local communities.

#### **C3.6.10.5 Disruption of services and access**

Care must be taken by the Contractor to avoid damaging major and minor pipelines and other services. The relevant authorities must be notified of any interruptions of services, especially the Mid Vaal Local Municipality, the National Roads Agency, Spornet, TELKOM and ESKOM.

Disruption of access for local residents during construction, and haulage or any other construction activity shall only take place with the prior consent of the Engineer.

The Contractor shall liaise with the Engineer on a regular basis with regard to specific activities that could cause inconvenience to property owners, especially increased vehicular traffic through residential areas adjacent to the site. The Contractor shall prior to commencement inform property owners of his planned activities within a reasonable period of time.

The movement of construction vehicles through the affected areas shall be restricted to off-peak hours to minimize adverse impacts on private vehicular traffic. Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

### **C3.6.10.6 Traffic control**

The Contractor shall ensure that all construction traffic including that of subcontractors, vendors, suppliers of materials and services are notified that a special speed limit of 40 kph shall apply along any road within the adjacent Klipwater Township; and special attention shall be given to road signs. Vehicles not complying with this ruling shall on the instruction of the Engineer, be denied access to the Site.

### **C3.6.11 Archaeology and cultural sites**

All finds of human remains must be reported to the nearest police station.

Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).

Work in areas where artefacts are found must cease immediately.

Under no circumstances must the Contractor, his/her employees, his/her sub- contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.

A fence at least 2m outside the extremities of the site must be erected to protect archaeological sites.

All known and identified archaeological and historical sites must be left untouched.

Work in the area can only be resumed once the site has been completely investigated. The Engineer will inform the Contractor when work can resume.

### **C3.6.12 REHABILITATION**

It is important that rehabilitation will commence as soon as feasible and to run in parallel with the construction and not to be left until completion of the works. This will increase the chances of successful rehabilitation as it can be monitored throughout the construction period.

The construction site shall be cleaned and rehabilitated as close as is reasonably possible to its original state.

All drainage deficiencies must be corrected.

Cut and fill areas must be restored and re-shaped.

Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the re-growth of natural vegetation.

Rehabilitation of all the disturbed and compacted areas shall mean that these areas are ripped and covered with topsoil.

- Ripped shall mean - ploughed with a ripper to a depth of not less than 300mm in two directions at right angles.
- Top soiled shall mean - the spreading of a minimum of 150mm of stockpiled topsoil either before or after ripping over the surface to be rehabilitated.

The areas immediately adjacent to the Works which are not designated for paving shall be grassed in accordance with the relevant engineering specification.

All alien vegetation removed during construction shall not be replaced.

The rehabilitated areas will be weeded by the nominated rehabilitation contractor for a period of 1 year.

### **C3.6.13 RESPONSE TO PUBLIC COMPLAINTS**

The Contractor shall assist the Engineer with responding to queries and complaints from the public regarding construction activities by:

- a.) Documenting the details of such communications and submitting the information to the Engineer for inclusion in the complaints register;
- b.) bringing any such matters to the attention of the Engineer immediately as they arise;
- c.) taking any remedial action as per the Engineer; and d.) discuss such matters at the site meetings.

The Contractor shall assist the Engineer and consult with affected parties for the purpose of explaining the construction process and answering questions raised by affected parties at reasonable times.

Should the owner of any property, contact the Contractor during the construction period regarding specific requests, the Contractor shall include all pertinent details in his report (Section 2.3 hereof).

### **C3.6.14 CLEARANCE OF SITE ON COMPLETION**

On completion of the Works, the Contractor shall clear away and remove from the site all construction plant, surplus materials, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement.

### **C3.6.15 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SPECIFICATIONS**

- a.) All persons employed by the Contractor or his subcontractors shall abide by the requirements of these Environmental Management Specifications.
- b.) Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Management Specifications may be ordered by the Engineer to leave the site forthwith. The order may be given orally or in writing. Confirmation of an oral order will be given as soon as practicable but lack of confirmation in writing shall not be a cause for the offender to remain on site. No extension of time will be granted for any delay or impediment to the Contractor brought about by a person

- ordered to leave the site.
- c.) Supervisory staff of the Contractor or his subcontractors shall not direct any person to undertake any activities which would place such person in contravention of the Environmental Management Specifications.
  - d.) Via these specifications the Contractor has been made aware of what actions are required of him and/or his subcontractors. Certain do's and don'ts have been given and onus for compliance rests with the Contractor as he is the only person capable of controlling these aspects. A fine/reward system will be implemented to encourage compliance. For every week that the Contractor successfully complies with the Environmental Management Plan and Specifications a bonus sum of R500 will be generated. However, for each and every time that the Environmental Management Plan and Specification is not met, a fine of R500 will be imposed.

**C3.6.16 MEASUREMENT AND PAYMENT**

Unit:

Under Schedule No. 1 in Bill: Environmental Management ..... Sum.

The lump sum tendered shall include full compensation for initiating and maintaining the environmental awareness campaign as required in the Environmental Management Plan and Specifications.

### **3.9 GENERAL CONDITIONS OF CONTRACT**

#### **THE NATIONAL TREASURY**

#### **Republic of South Africa**



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#### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2015**

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his

subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the

municipality/municipal entity website.

#### 4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### 5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality/ municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

#### 7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents. Another form of acceptable to the purchaser; or

b) a cashiers' or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## 8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be ejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## 11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## 12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## 13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## 18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti- dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such

condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## 27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## 28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## 30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### 31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

### 34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### 35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.