



MHLATHUZE WATER

CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD
(15, 16 & 17)**

Pre-qualification criteria set by Mhlathuze Water, have been met

- **CIDB 5 CE OR HIGHER**

PROPOSAL SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Contact No. _____

Email: _____

CLOSING DATE: 16/03/2023 at 12h00

Enquiries: For technical enquiries contact Mr. S. Mndaweni on Tel: 035 902 1037
simndaweni@mhlathuze.co.za or tenders@mhlathuze.co.za

PART 1

BIDDING PROCEDURES

T1.1 Bid Notice and Invitation to Bid

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER

BID NUMBER:	CONTRACT NO MW/65/2/2022/2023	CLOSING: 16 March 2023	CLOSING TIME:	12:00
DESCRIPTION	UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17).			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT				

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

MHLATHUZE WATER

SECOND SECURITY GATE (TENDER BOX)

CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL

ALTON, RICHARDS BAY, 3900

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

**B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE**

[TICK APPLICABLE BOX]

☐ Yes

☐ No

**B-BBEE
STATUS
LEVEL
SWORN
AFFIDAVIT**

☐ Yes

☐ No

**IF YES, WHO WAS THE CERTIFICATE ISSUED
BY?**

TENDER

Part T2: Returnable

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED <i>(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</i>			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

BID NOTICE AND INVITATION TO TENDER

Mhlathuze Water (MW) is a water board, established in terms of the Water Services Act, 1997 (Act No. 108 of 1997). Its core operations concern the supply of bulk water and the disposal of bulk wastewater. It is a State-Owned Entity listed in Schedule 3B of the Public Finance Management Act, 1999 (PFMA) (Act No. 1 of 1999).

UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

Evaluation method:

Pre-qualification criteria set by Mhlathuze Water, have been met

- **CIDB 5 CE OR HIGHER**
- **Technical Evaluation**

80/20 Preference Point Scoring System in terms of PPPFA 2017.

Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate before **12h00** noon, on **16/03/2023**. Submission must be in sealed envelopes clearly marked –

CONTRACT MW/65/2/2022/2023

Project Description and addressed to Mhlathuze Water–Supply Chain Management.

BIDDERS ARE ENCOURAGED TO REGISTER ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE.

Mhlathuze Water is not bound to accept the lowest bid or furnish any reason for the acceptance or part rejection of any bid and reserves the right to accept any bid or part thereof. Mhlathuze Water reserves the right to award in full or partly award this bid.

PART T1

BIDDING PROCEDURES

T1.2 Bid Data

BID DATA

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this bid. The Bid 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.

Clause Number	Addition or Variations Standard Conditions of Tender
F.1.1	The Employer is Mhlathuze Water
F.1.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
	Contract Period: 4 months
F.1.4	The Employer's Representative's details are as follows: Name : Sihle Mndaweni Address : Cnr Battery Bank and South Central Arterial Alton Richards Bay 3900 P.O. Box 1264 Richards Bay 3900 Tel. No. : +27 (0) 35 902 1037 Fax No. : +27 (0) 35 902 1111 E-Mail : tenders@mhlathuze.co.za
F.2.1	Eligibility a) CIDB 5 CE OR HIGHER Tax Compliance: No bid may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Mhlathuze Water will verify with SARS whether the tax affairs of bidders are in order before making an award.

F.2.4	All work produced, including records, documents pertaining to this bid shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.8	Accept that failure to request clarification on bid documents, in at least 5 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 5 working days prior to the closing date.
F.2.9	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.12	Criteria for alternative bid offers No alternative bid offers will be accepted.
F.2.13.3	Two copies of bid offers are required.
F.2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows: Location of Tender Box : Mhlathuze Second Security Gate Entrance Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900
F.2.13.6	A two-envelope procedure will NOT be followed. Evaluation Process CIDB 5 CE OR HIGHER 1. Technical Evaluation All bidders that would have qualified in the three stage of evaluation will be further evaluated for Price and Historically disadvantaged individuals and according to the type of company/business, for this project 80/20 will be applicable. <i>Mhlathuze Water reserves the right to conduct due diligence on bidder(s) before the award.</i>
F.2.15.1	The closing time for submission of bid offers is @ 12h00 on day, 16/03/2023 Telephonic, telegraphic, telex, or facsimile or e-mailed and late bid offers will not be accepted.
F.2.16.1	The bid offer validity period is 90 (ninety) days from the bid closing date.

F.2.16.1	If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.
F.2.23	Joint ventures are eligible to submit tenders provided that: 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined. 3. 50% or above of member firms must be a Professional Firm above EME or QSE
F.3.3	Bids will be opened in public.
F.3.4	Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate Entrance before 12h00 on day, 16/03/2023 Submission must be in an envelope that is clearly marked – UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17) and addressed to Mhlathuze Water–Supply Chain Management.
F.3.5	A two-envelope procedure will not be followed.
F.3.7	<i>Add the following to the end of Clause F.3.7:</i> Accept that failure to submit certificates stated in the Bid Data and failure to complete in full the bid document shall result in bid being regarded as non-responsive.
F.3.11	The responsibility rests with the prospective bidders to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.3	Method 2: Financial offer and Preference (Financial offer will be a default 30% discount on Tariff)
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 80$

F.3.11.8

B-BBEE points will be allocated as Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017. *(choose 80/20*

80/20 preference point system for acquisition of goods or services with a Rand value of up to **R50 million**, inclusive of all applicable taxes:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Allocation of B-BBEE points for trusts, consortium or joint ventures and sub- contracting refer to Preferential Procurement Regulation, 2017, Conditions section 11 (6) to (13).

.3.17	Add the following to the clause: Accept that bid offers will only be accepted if: (a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services. (b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (c) the tenderer has not: (i) abused the Employer's Supply Chain Management System; or (ii) failed to perform on any previous contract with the Employer and has been given a written notice to this effect. The successful tenderer shall receive one copy of the signed contract.
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PART T1

TENDERING PROCEDURES

PART T1

BIDDING PROCEDURES

T1.4 Standard Conditions of Tender

STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

(a) **conflict of interest** means any situation in which:

- (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - (ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and CIDB Standard Conditions of Tender 30 January 2009.
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
- F.2 Tenderer's obligations**
- F.2.1 Eligibility**
- F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.
- F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
- F.2.2 Cost of tendering**
- Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
- F.2.3 Check documents**
- Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4 Confidentiality and copyright of documents**
- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5 Reference documents**
- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8 Test for responsiveness**
- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- (a) complies with the requirements of these Conditions of Tender,
 - (b) has been properly and fully completed and signed, and
 - (c) is responsive to the other requirements of the tender documents.
- F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.9 Arithmetic errors, omissions and discrepancies**
- F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- (a) the gross misplacement of the decimal point in any unit rate;
 - (b) omissions made in completing the pricing schedule or bills of quantities; or
 - (c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices;
- (ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- (a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- (b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

Formula	Comparison aimed at achieving	Option 1 ³	Option 2 ³
1	Highest price or discount	$A = \left(1 + \frac{(P \cdot Pm)}{Pm} \right)$	$A = P \div Pm$
2	Lowest price or percentage commission/fee	$A = \left(1 \cdot \frac{(P \cdot Pm)}{Pm} \right)$	$A = Pm \div P$
³	Pm	is the comparative offer of the most favourable comparative offer.	
	P	is the comparative offer of the tender offer under consideration.	

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: *SO* is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission;
and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

- END OF SECTION -

PART T2

RETURNABLE DOCUMENTS

List of Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

Bidders are required to submit the following with their bids:

No.	Description	Submitted YES / NO
T2.1.1	Proof of Company Registration	
T2.1.3	In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.	
T2.1.4	Proof of Registration with National Treasury Central Supplier Database (CSD)	
T2.1.5	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status) / Tax Clearance Certificate	
T2.1.6	Certified and valid copy of BBBEE Certificate or a Sworn affidavit.	

Functionality Criteria	SUB CRITERIA	Max No. of points
Experience in the industry (based on schedule of work experience)	Tenderer's experience in similar projects in last 10 years. i. One (1) project completed (7) ii. Two (2) projects completed (10) iii. Three (3) projects completed (12) iv. Four (4) projects completed (16) v. Five (5) projects and above (20) Signed completion certificates or a positive written reference from the client for every project or full completed	20
Qualifications and Key Personnel	Site Agent/Contracts Manager with Engineering/Project Management/ or General Building/ Construction degree or Diploma with relevant experience in Project Management i. 1 – 2 years relevant experience (3) ii. Greater than 2 up to 5 years (7) iii. Greater than 5 Years relevant experience (10) CV or Organogram with certified copies of qualifications must be submitted for points to be awarded	10
Locality	1. Geographic location of tenderer Location of Business (Please provide proof of physical address) ▪ Ukhanyakude District Municipality 30 ▪ King Cetshwayo and Zululand District Municipality 15 ▪ Within KwaZulu-Natal. 5 (Utility bill, lease agreement, letter from a councillor or traditional authority IN THE NAME OF THE BUSINESS/ COMPANY)	30
	Total Points	60
F.3.17	The successful tenderer shall receive one copy of the signed contract	

The Tenderer needs to score a minimum of 70% to be considered responsive

STAGE ONE: TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

STAGE ONE: Test for Administrative Responsiveness	RFP Reference
Whether the Bid has been lodged on time	
Whether all Returnable Documents and/or schedules (where applicable) were completed and returned by the closing date and time	
Verify the validity of all returnable documents	

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

STAGE TWO: TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP

The test for substantive responsiveness to this RFP will include the following:

Pre-Qualification Criteria	RFP Reference
- Whether any pre-qualification criteria set by Mhlathuze Water, have been met CIDB 5 CE OR HIGHER	
Whether the Bid materially complies with the scope and/or specification given	

The test for administrative responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further pre-qualification

T2.2-1: Authority to submit a Tender

Essential Returnable

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A – COMPANY	B – PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors of _____ hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms, _____ acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

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

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

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

I, _____ hereby confirm that I am the sole owner of the business trading as _____

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-2: Certificate of Attendance at Tender Clarification Meeting

Compulsory Returnable

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the **compulsory** tender clarification meeting

Held at:	Jozini Local Municipality Offices: 28°08'42.84"S, 31°52'33.44"E – Jozini Town	
On (date)	09 March 2023	Starting time: 11h00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting: Mhlathuze Water Representative

Name	_____	Signature	_____
Capacity	_____		_____
Name	_____	Signature	_____
Capacity	_____		

T2.2-3: B-BBEE Preference Points Claim Form

Essential Returnable

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.2 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1** In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8

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

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

forward the matter for criminal prosecution

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

**T2.2-3: Certificate of Acquaintance with
Tender Documents**

Essential Returnable

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by Mhlathuze Water for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Mhlathuze Water shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, 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 Services as the Bidder and/or is in the same line of business as the Bidder
5. 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 will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services 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 RFP; or
 - f) bidding with the intention of not winning the Bid.

7. 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 Services to which this RFP relates.
8. 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.
9. I/We am/are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed

Date

Name

Position

Tenderer

T2.2-4: Record of Addenda to Tender Documents

Essential Returnable

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-5: Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of _____ day of _____ 20____ by and between:

Mhlathuze Water a company incorporated and existing under the laws of South Africa, having its principal place of business at Cnr South Central Arterial & Battery Bank, Alton Richards Bay 3900

and _____

(Registration No. _____), a private company incorporated and existing under the laws of South Africa having its principal place of business at _____

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)**

(“the Purpose”). Each party (“the receiving party”) shall treat as confidential all information and know-how which it may receive from the other party (“the disclosing party”) in terms of this Agreement (hereinafter referred to as “confidential information”), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the Infrastructure legislation , whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

“**Confidential Information**” means any information, technical data, or know-how, including, but not limited to that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- a. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;
- b. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

- c. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- d. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- e. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- a. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- b. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- b. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- c. Subject to the provisions below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- d. The receiving party acknowledges that the above provisions shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein.

Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-4: Tender Clarification Request Form

Essential Returnable

Tender No: MW/65/2/2022/2023

RFP deadline for questions / RFP Clarifications: **12h00 on 13 March 2023**

TO: Mhlathuze Water
ATTENTION: Administrator
EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

MHLATHUZE WATER

:

T2.2-5: Credit Check

Essential Returnable

I consent to you making enquiries about my credit record with credit reference agencies when assessing this tender or quotation or updating my information in future.

Yes		No	
-----	--	----	--

Mhlathuze Water shall ensure that all necessary precautions are taken to ensure that all Information received or collected is:

- i. Properly and accurately recorded, maintained, collated, synthesised and/or processed;
- ii. Protected against loss;
- iii. Protected against unauthorised access, use, modification or disclosure;

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

Schedule of tender references

Compulsory Returnable

**SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF
TENDER EVALUATION**

TENDERER to complete A, B & E before sending to referee:

A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE

Full tenderer's name as it will appear on the Form of Offer

B : CONTACT DETAILS OF ORGANISATION / PERSON WHO IS PROVIDING THE REFERENCE (REFEREE)

Full details of the organisation / person providing the reference

C : DETAILS OF THE TENDER WHICH IS CURRENTLY BEING PREPARED :

Contract Number : _____ **MW/65/2/2022/2023**

Description : **UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)**

Estimated Performance Period _____ **6 months**

D : DETAILS OF THE CONTRACT WHICH WAS COMPLETED FOR THE ORGANISATION PROVIDING THE REFERENCE

Description : _____

Commencement Date: _____ Date completed : _____ /

Value on completion : R _____ Incl. VAT

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F : Ratings on aspects below on the performance of the tenderer (A above) on the contract / project (E above)	UNACCEPT- ABLE	ACCEPTABLE
Tenderer completed the work successfully and timeously		

Signature : _____

DATE : _____

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MHLATHUZE WATER
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

Section – Generic Scope of Works

1. BACKGROUND

Mhlathuze Water is a Water Board established under Chapter 6 of the Water Service Act and classified as a Schedule B3 Government Business Enterprise in terms of the Public Finance Management Act.

On 3 February 2022, the Minister of Water and Sanitation issued a Section 41 directive (of the Water Services Act) to Mhlathuze Water to initiate programmes to support of Umkhanyakude District in executing their water services authority function.

Mhlathuze Water invites bidders to submit bids for the **UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)**

2. OBJECTIVE

The objective is to appoint as suitable experienced company for the implementation or construction of **UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)** within the Umkhanyakude District Municipality. The tender will comprise of CIDB registered companies operating within the district or within the Province of KwaZulu-Natal.

3. CONTRACT DURATION

The contract is for the period of 4 months subject to a performance agreement to be entered into between the service provider and the employer.

The Panel shall be reviewed on an annual basis to allow for new entrance and changes to CIDB.

4. EXTENT OF THE WORKS

The bidder must demonstrate practical knowledge and experience of Water Infrastructure Construction Works in line with the key areas as defined below:

4.1 CIVIL ENGINEERING WORKS

Particularly related to the construction, upgrades and additions of the following types of works but not limited to below list:

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

WARD 11,18 and 23

- Rehabilitation of 3 existing boreholes
- Drilling of 6 new boreholes including
 - ✓ Rotary Percussion Drilling 0-200m (Rate per meter)
 - ✓ Supply and Installation of Steel Casing
 - ✓ Supply and Installation of PVC Casing
 - ✓ Conduct yield testing and Water Quality Testing
 - ✓ Transport and Set Up at borehole site of all equipment and maintain drill rigs for the complete construction of the borehole with all accessories, associated arrangement, auxiliary works, personnel as well as withdrawal after completion including setting up and moving after unsuccessful drilling.

5. LOCATION OF THE WORKS

The project site is situated within the uMkhanyakude District Municipality, KZN and located within Ward 15, 16 & 17 of Jozini Local Municipality.

- THE END -

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

T2.1.1: PROOF OF COMPANY REGISTRATION

[Insert here]

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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**T2.1.3: A CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF THE BID
IS A PARTNERSHIP OR JV)**

[Insert here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**T2.1.4: PROOF OF REGISTRATION WITH NATIONAL TREASURY
CENTRAL SUPPLIER DATABASE (CSD)**

[Insert here]

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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**T2.1.5: PROOF OF REGISTRATION WITH SARS, (VALID PIN FROM
SARS CONFIRMING COMPLIANCE STATUS)**

[Insert here]

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

**T2.1.6: PROOF CERTIFIED AND VALID COPY OF BBBEE CERTIFICATE
OR A SWORN AFFIDAVIT**

[Attach here]

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**T2.1.7: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF
SHAREHOLDERS / MEMBERS / DIRECTORS OF THE BUSINESS**

[Attach here]

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T2.1.8: PROOF OF PROFESSIONAL INDEMNITY

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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**T2.2 RETURNABLE SCHEDULES
(TOGETHER WITH LIST OF RETURNABLE DOCUMENTS)**

No.	Description	Page No.
T2.2.1	Compulsory Enterprise Questionnaire	
T2.2.2	Authority of Signatory	
T2.2.3	Compulsory clarification/site briefing certificate	
T2.2.4	Schedule of Work Experience	
T2.2.5	Tenderer Bank Details	
T2.2.6	Addenda/Notice(s) issued to Tenderers (IF ANY)	
T2.2.7	Alterations/Amendments by Tenderer (IF ANY)	
T2.2.8	Declaration with regards to Sub-consulting	
T2.2.9	Bidder's Disclosure	
T2.2.10	Preferential Points Claim Form	
T2.2.11	Certificate of Independent Bid Determination	
T2.2.12	Schedule of Tenderer's Reference Checks	

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: CSD number

Section 5: Particulars of sole proprietors and partners in a partnership

Name	Identity Number	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

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- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed on behalf of Bidder: _____ **Date:** _____

Name: _____ **Position:** _____

Enterprise Name: _____

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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T2.2.2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

- 1 The full First Names and Surnames of their partners and/or directors:
.....
.....
.....

- 2 The names and addresses of the local agents, firms, or representatives who are involved in any manner whatsoever in the Tender
.....
.....
.....

- 3 In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership; assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*)

Mr/Ms (*Print Name*).....

has been duly authorized to sign all documents in connection with this tender / contract on behalf of :

(*Print Company Name*)

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.....

.....

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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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Signed on behalf of Company:

In his/her capacity as:

Date:

SIGNED ON BEHALF OF BIDDER:

SIGNATURE OF SIGNATORY:

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T2.2.4: SCHEDULE OF WORK EXPERIENCE

Company (Client) Name and Contact Details	Experience of the Company in the (<i>specify the experience</i>) in the past 10 years.	Contract Value	Contract Duration Start and End Dates

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T2.2.5: BIDDER BANK DETAILS

The Bidder shall append hereto his/her banking details accompanied by a BANK CANCELLED CHEQUE or a SIGNED LETTER FROM THE BANK ON THE BANK'S LETTERHEAD.

The letter should also reflect bank rating.

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T2.2.6: ADDENDA / NOTICE(S) ISSUED TO BIDDERS

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this bid offer and has been taken into consideration in this bid:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Site Clarification Meeting.)

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

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NB: Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

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T2.2.7: ALTERATIONS / AMENDMENTS BY BIDDER

The Bidder shall record and attach to this page any deviation or alteration he/she may wish to make to the bid document. The Bidder shall pay attention to Clause F.3.8 of the CIDB Standard Conditions of Tender with regards to how the deviations shall be dealt with by the Employer.

Page No.	Clause / Description

Specify the number of sheets appended to this schedule _____ (if none, enter NONE)

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SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

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T2.2.9: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

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T2.2.10: PREFERENCE POINTS CLAIM FORM

**SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

9. GENERAL CONDITIONS

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

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

The value of this bid is estimated to ***not exceed*** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

9.2 Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

9.3 The maximum points for this bid are allocated as follows:

			POINTS
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PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 9.4** Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 9.5** The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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- (k) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (l) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (m) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (n) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (p) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (q) **"price"** includes all applicable taxes less all unconditional discounts;
- (r) **"proof of B-BBEE status level of contributor"** means:
 - 4) B-BBEE Status level certificate issued by an authorized body or person;
 - 5) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 6) Any other requirement prescribed in terms of the B-BBEE Act;
- (s) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (t) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

11.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

or

90/10

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 12.1** In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13. BID DECLARATION

- 13.1** Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**14. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS
1.4 AND 4.1**

- 14.1** B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

15. SUB-CONTRACTING

- 15.1** Will any portion of the contract be sub-contracted?

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(Tick applicable box)

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

15.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
- vii) The name of the sub-contractor.....
- viii) The B-BBEE status level of the sub-contractor.....
- ix) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- x) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

16. DECLARATION WITH REGARD TO COMPANY/FIRM

16.1 Name of company/firm:.....

16.2 VAT registration number:.....

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16.3 Company registration number:.....

16.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

16.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (e) disqualify the person from the bidding process;
 - (f) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (g) 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;
 - (h) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (i) forward the matter for criminal prosecution.

WITNESSES

3.

4.

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

DATE

ADDRESS

.....

.....

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PART C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

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FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT DESCRIPTION

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

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

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

.....

..... (in words); R..... (in figures) and

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

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Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____
(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

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ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts. <i>(delete if not applicable)</i>

Deviations from and amendments to the TOR document and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement.

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

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
UGRADE OF THE WATER INFRASTRUCTURE WITHIN THW JOZINI LOCAL MUNICIPALITY WARD (15, 16 & 17)	MW/65/2/2022/2023	February 2023	Page 93 of 176

**MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023**

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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CONTRACT NO MW/65/2/2022/2023

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SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

.....

2. Subject:

Details:

.....

3. Subject:

Details:

.....

4. Subject:

Details:

.....

5. Subject:

Details:

.....

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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6. Subject:

Details:

.....

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

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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

For the Tenderer _____

_____ (Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**MHLATHUZE WATER
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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Name(s)

Date

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

_____ (Name and address of organisation)

Name & signature of witness

Signature _____

Name _____

Date _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023**

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Purchaser _____

_____ (Name and address of organisation)

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

- END OF SECTION -

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
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Item No		Description	Unit	Qty	Rate	Amount
1.1	SANS 1200A	SECTION 1 :PRELIMINARY & GENERAL				
		FIXED CHARGES				
1.1.1	PSA 8.3.1	Contractual requirements	Sum	1		
1.2	8.3.2.1	Facilities for Engineer				
1.2.1	8.8.5	Cost of Survey in Terms of the Land Survey Act	Sum	0		
1.2.2	8.4.2.1	Name Boards	No.	2		
1.2.3	PSAB 5.5	Provision of survey assistant	Sum	0		
1.2.4	PSAB 5,6	Provision of survey equipment	Sum	0		
1.3	8.3.2.2	Facilities for Contractor				
1.3.1		Offices, storage sheds, fencing, workshops, laboratories, etc.	Sum	1		
1.3.2		Ablution and latrine facilities (Mobile ablutions for the duration of contract)	Sum	1		
1.3.3		Water supplies, power and communications, dealing with water, and access	Sum	1		
1.3.6	8.3.3	Other fixed charge obligations	Sum	1		
1.3.7	8.3.4	Remove all site establishment on completion	Sum	1		
1.3.8		General Safety (fixed charges)	Sum	1		
		Section 1 carried forward				

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

		Section 1 brought forward				
		The sum shall cover all initial costs necessary in complying generally with the Occupational Health and Safety Act (1993, as amended), the Construction Regulations (2003) and the Particular Safety Specification				
1.3.9		Preparation of Health and Safety Plan	Sum	1		
		The sum shall cover all activities necessary in preparing a Health and Safety Plan, including hazards and potential hard identification, development of a Risk Assessment, Standard Working Procedures, and Method Statements				
1.3.10		Provision of all Personal Protective Equipment (PPE) including but not limited to Reflective vests, Hardhats, Protective foot wear, Earplugs, dut masts, gloves and Ear defenders SABS approved.	Sum	1		
1.3.11		Induction training	Sum	1		
1.3.12		Provision of First Aid Boxes to approved standards	No.	1		
1.3.13		Transport and Set Up at borehole site of all equipment and maintain drill rigs for the complete construction of the borehole with all accessories, associated arrangement, auxiliary works, personnel as well as withdrawal after completion including setting up and moving after unsuccessful drilling.	Item	1		
1.3.14		Preparation of working drawings and "As installed/ as built" record drawings.	Sum	1		

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

		Total Section 1 Carried to Summary		
--	--	------------------------------------	--	--

Item No		Description	Unit	Qty	Rate	Amount
		SECTION 2: PRELIMINARY & GENERAL				
	SANS 1200A	TIME RELATED				
2.1		Time-related Preliminary and General Charges				
2.1.1	PSA 8.4.1	Provision for total de-establishment and re-establishment within 4 months at the instruction of the Engineer (Provisional)	Sum	1		
2.2	8.4.2	Operate and maintain facilities on Site for the duration of Construction except where otherwise stated.				
	8.4.2.1	Facilities for Engineer for duration of contract (SANS1200AB)				
2.2.2	PSAB 5.5	Provision of survey assistants	Months	6		
2.2.1	PSAB 5.6	Provision of survey equipment	Months	6		
2.3	8.4.2.2	Facilities for Contractor for the duration of the Contract				
2.3.1		Office, storage sheds, fencing, workshops, laboratories, etc.	Months	6		
2.3.2		Ablution and latrine facilities	Months	6		
2.3.3		Water supplies, power and communications, dealing with water and access	Months	6		
2.3.4		Tools and equipment	Months	6		
2.3.5		Construction plant	Months	6		
2.3.6	8.4.3	Supervision for duration of construction	Months	6		
2.3.7	8.4.4	Company and head office overhead costs	Months	6		
2.3.8	8.4.5	Other time charge related obligations	Months	6		

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

		Section 2 carried forward				R	-
		Section 2 brought forward				R	-
		TEMPORARY WORKS					
2.3.9	8.8.1	Access to works including all temporary roads, excavations and ramps, etc.	Prov Sum	1			
2.3.10	8.8.2	Dealing with water on site	Prov Sum	1			
2.3.11	8.4.5	General Safety (time charges) The sum shall cover all activities necessary in continuing to comply generally with the Occupational Health and Safety Act (1993, as amended), the Construction Regulations (2003) and the Particular Safety Specification as the Work proceeds	Months	6			
2.3.12		Training (time related) The sum shall cover all activities necessary in complying with the requirements of the Health and Safety Specification in terms of Training as the Work proceeds	Months	6			
2.3.13		Safety Monitoring and Review (time related) The sum shall cover all activities necessary in complying with the requirements of the Health and Safety Specification in terms of Monitoring and Review as the Work proceeds	Month				
		TRAINING					
2,3,14		Provide training for labour	Prov Sum	1			
		Sub-Contractor Support	Prov Sum	1			
		Environmetal Control Officer This sum shall cover the full time employment of qualified and experienced Environmental Control Officer, who shal be appointed by and report to the Engineer	Prov Sum	1			
2,3,16		Contractors mark-up on Item 2.3.15	%	0			

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

		Section 2 carried forward				R	-
		Section 2 brought forward				R	-
2.4	PSA 8.5	SUMS STATED PROVISIONALLY BY ENGINEER					
		(a) Additional Surveys					
2.4.1		(i) Provisional Sum for additional detail survey	Prov Sum	1			
2.4.2		(ii) Charges and profit on (c) (i)	%	10%			
		(b) Additional tests					
2.4.3		(i) Provisional sum for Ground Water Hydrological Investigations to be conducted by Engineer's nominated sub consultant	Prov Sum	1			
2.4.4		(ii) Percentage charges and profit on (b) (i)	%	10%			
2.4.5		(g) Community Liaison					
2.4.6		(iii) Provisional Sum for paying Community Liaison Officer on a monthly basis for duration of the Contract	Prov Sum	1			
2.4.7		(iv) Percentage charges and profit on (f) (iii)	%	10%			
2.4.8		Provisional Sum for Water Treatment equipment where water quality is found to be below SANS 241-1 Standards (As it is the case with some Boreholes where colouring has been noted). The amount will cover the cost of Package treatment with necessary processes to achieve water quality standards.	Prov Sum	1			
2.4.9		Management and Support costs and profit in respect of sub-item	%	0%			
2.4.10		Provisional Sum for the provision of Personal Protective Equipment on instruction of the Engineer	Prov Sum	1	R 30 000,00	R	30 000,00
2.4.11		Management and Support costs and profit in respect of sub-item	%	10%			

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

		Section 2 carried forward				
		Section 2 brought forward				
2.5		DAYWORKS				
		Allow for dayworks for sundry items not covered by measured items: The dayworks items shall be approved by the Engineer before commencement				
2.5.1		LABOUR				
2.5.1.1		Site Agent	hrs	30		
2.5.1.2		Gang Supervisor	hrs	30		
2.5.1.3		Unskilled Labourers	hrs	30		
2.5.1.4		Semi Skilled Labourers	hrs	30		
2.5.1.5		Construction Hand and Operator	hrs	30		
2.5.1.6		Clerk	hrs	30		
2.5.1.7		Artisans	hrs	30		
2.5.1.8		Foreman	hrs	30		
2.5.2		MATERIALS				
2.5.2.1		Provisional sum for cost of material	Sum	1		
2.5.2.2		Contractors mark-up on material	%	0		
2.5.3		PLANT				
2.5.3.1		T L B	hrs	30		
2.5.3.2		Light delivery vehicles (1t or equivalent)	km	50		
2.5.3.3		10 Ton Truck with Crane	km	50		
2.5.3.4		Generator Set	hrs	30		
2.5.3.5		Plate Compactor	hrs	30		

MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

Total Section 2 Carried to Summary						

Item No		Description	Unit	Qty	Rate	Amount
		SECTION 3: BOREHOLES				
3.1	SANS 1200C	SITE CLEARANCE				
3.1.1	PSC 8,2,1	Clear site and remove top to a depth of 150mm	m ²	585		
3.2		HYDROGEOLOGICAL SERVICES, DRILLING, PUMP TESTING & PRELIMINARY EQUIPPING				
3.2.1		(a) Drill 40 - 150m deep, case new borehole (Drilling diameters will be 152mm & 165mm).				
3.2.2		(b) Drilling 152mm from 0 - 60m	No	11		
3.2.3		(c) Drilling 165mm from 0 - 150m Any variation must be acceptable to the Employer).	No	11		
3.2.4		Pumping Yield Tests	Prov. Sum	1	R155 000,00	R155 000,00
3.2.5		Water Quality Test	Prov. Sum	1	R155 000,00	R155 000,00
3.3		BOREHOLE EQUIPPING				
3.3.1		Supply and install windmill to supplier specification. Turbex Poldaw 3.5 or similar approved complete with transmission, wheel, tail, 12m tower and pump. The windmill must provide for a head of no less than 60m with a flow of no less than 2l/s.	No	11		
3.3.2		Extra over item 3.3.1 for borehole preparation (functional drainage provisions)	%			
3.4		Power supply	Prov. Sum	3	R120 000,00	R360 000,00
3.4.1		a) Hand pumps	Prov Sum	1	R 50 000,00	R50 000,00

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023

UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

		Total Section 3 Carried to Summary				

Item No		Description	Unit	Qty	Rate	Amount
4.1	SANS 1200C	SECTION 4: STORAGE				
4.1.1	PSC 8,2,1	SITE CLEARANCE				
		Clear site and remove top to a depth of 150mm	m ²	585		
4.2	SABS 1200D	EARTHWORKS				
4.2.1	8.3.1 (b)	Excavate in all materials for tank footings and dispose as ordered by Engineer on site	m ³	65		
4.2.2	8.3.1 (c)	Extra over item 3,2,1 for: 1)Hard Rock Excavation	m ³	15		
4.3	SANS 1200GA	CONCRETE (Small Works)				
4.3.1	8.4.1	Class 25 Mpa/19mm concrete to the following elements: a) Tank Footings	m ³	176		
4.3.2	8.3.1	High tensile reinforcement including cutting and bending to various codes	t	15		
4.4	SANS 1200H	TANKS AND TANK STAND				
		Supply and erect galvanised mild steel tank stands or similar approveds with corrosion resistance qualities for the following farms:				
4.4.1		Supply, delivery and erection and assembly of a 500-kl elevated Prestank including stand and associated pipework, 3 x 2 x 4 Module Steel Panel Tank 5m high. Incl Float Control Valve and 12m high stand	No	1		

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

Total Section 4 Carried to Summary						

Item No		Description	Unit	Qty	Rate	Amount
		SECTION 5: RETICULATIONS				
5.1	SANS 1200C	SITE CLEARANCE				
	8.2.1	Clear site and remove top soil to a depth of 150mm on 600mm width strips. Use local labour for hand excavation unless there is none available				
5.1.4		a) Various Other Sites with standpipes a maximum 25m from storage tanks	m	16000		
5.2	SABS 1200D B	EARTHWORKS (PIPE TRENCHES)				
	8.3.1 (b)	Excavate in all materials for pipe trenches and use for backfill as directed by Engineer on site for depth				
5.2.1		a) 0-1m	m ³	10		
5.2.4	8.3.1 (c)	Extra over item 5,2,1 for:				
		1)Hard Rock Excavation	m ³	2		
5.3	SANS 1200L	MEDIUM PRESSURE PIPES				
	8.2.1	Supply, bed, lay, disinfect and test HDPE Type PE 100 Class 12 pressure pipe to SANS/ISO 4427				
5.3.1		a) 50mm Diameter pipes	m	16000		
5.3.4	8.2.2	Extra over items 5.3.1 to 5.3.3 for pipe specials complete with couplings				
5.3.4.1		Equal tees (cast iron)	No	63		
5.3.4.2		50mm X 1inch Saddle	No	315		
5.3.4.3		50mm X 20mm Reducer	No	315		
5.3.4.4		90 degree bends	No	10		
5.3.4.5		45 degree bends	No	15		
5.3.4.6		22.5 degree bends	No	45		

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UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL MUNICIPALITY WARD (15, 16, & 17)

5.3.5	PSL 8.2.16	Standpipes complete with fittings, valves and concrete drainage basin as shown in drawing VU-WRT-021-003-DET 002	No	11		
		Section 5 carried forward				
		Section 5 brought forward				
5.3.6		Supply and erect pipe markers as detailed in drawing VU/WRT/021/003-DET 002	No	10		
5.4	SABS 120LB	BEDDING (PIPES)				
5.4.1	8.2.1	Provision of bedding from trench excavations: Selected granular material	m ³	4		
5.4.2	8.2.2	Provision of bedding from commercial sources as directed by Engineer: Selected granular material	m ³	2		
Total Section 5 Carried to Summary						

MHLATHUZE WATER
CONTRACT NO MW/65/2/2022/2023

**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

Client : uMkhanyakude District Municipality
Description : Upgrade of the Water Infrastructure within the Jozini Local
Municipality Ward (15, 16, & 17)
Contract No. :
:

Section	Description	Amount
1	SECTION 1 :PRELIMINARY & GENERAL	R -
2	SECTION 2: PRELIMINARY & GENERAL	R -
3	SECTION 3: BOREHOLES	R -
4	SECTION 4: STORAGE	R -
5	SECTION 5: RETICULATIONS	R -
SUBTOTAL A		R -
VALUE ADDED TAX Add 15% of Subtotal C <i>(Provisional sum based on current rate of VAT)</i>		R -
TOTAL CARRIED TO FORM C1.1, FORM OF OFFER		R -

SIGNED ON BEHALF OF TENDERER:

.....

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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**MHLATHUZE WATER
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

PART C1

AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
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MHLATHUZE WATER
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**UPGRADE OF THE WATER INFRASTRUCTURE WITHIN THE JOZINI LOCAL
MUNICIPALITY WARD (15, 16, & 17)**

A. CONDITIONS OF CONTRACT

The conditions of contract applicable to this project shall be the General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering.

B. CONTRACT SPECIFIC DATA

(Clause numbers refer to Clauses in the General Conditions of Contract for Construction Works (3rd Edition 2015))

***To be completed by Tenderer**

DESCRIPTION	CLAUSE	DETAILS
Defects Liability Period	1.1.1.13	12 calendar months from the date of issue of the Certificate of Completion
Time for achieving Practical Completion (including non-working and special non-working days)	1.1.1.14	Employers Time for Completion is 34 weeks
Name of Employer	1.1.1.15	Mhlathuze Water
Employers Agent	1.1.1.16	Engineers
Contract Pricing Strategy	1.1.1.26	Re-measurable Contract
Address of Employer	1.2.1.2	Cnr Battery Bank and South Central Arterial, Alton, Richards Bay, 3900
Specific approval of the Employer Required	3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following clauses of the GCC: Clause 6.3: Variation Clause 5.12: Extension of Time for Practical Completion
Documentation Required Before Commencement with Works Execution	5.3.1	- Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3) - Initial Programme (Refer to Clause 5.6) - Performance Guarantee (Refer to Clause 6.2) - Insurances (Refer to Clause 8.6) - Letter of Good Standing with Compensation Commissioner. - Construction Notice with the Department of Labour

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Time to Submit Documentation Required Before Commencement with Works Execution	5.3.2	Within 14 days after the Commencement Date.
Non-working and special non-working days	1.1.1.12 & 5.8.1	Non-working days are Sundays. Special non-working days are the year-end break and statutory public holidays.
Year-end break	5.8.1	13/12/2019 to 05/01/2020 (both days included)
Amount of Penalty	5.13.1	The penalty for falling to meet the requirements of clause 5.5 shall be the value of 0.1% of the Contract Value per day.
Latent Defect Period	5.16.3	10 years.
Performance Guarantee	6.2.1	10% of the Accepted Offer
Duration of Guarantee	6.2.3	Until the date of issue of Certificate of Completion
Contract Price Adjustment	6.8.2	Is not applicable.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage Retention	6.10.3	10 percent
Limit of Retention Money	6.10.3	5 percent of the total Contract Price
Delivery of Contractor's Completion Statement	6.10.8	14 days after the date of issue of the Certificate of Completion
Delivery of Contractor's final statement	6.10.9	14 days after the date of issue of the Certificate of Final Approval
Insurance of the Works	8.6.1	Required
Special Risks Insurance	8.6.1.2	SASRIA all risk is required
Minimum Amount of Liability Insurance	8.6.1.3	R5 000 000.00 for each and every claim, the number of claims being unlimited.
Settlement of disputes to be by	10.5.2 & 10.7.1	Ad-hoc adjudication followed by Arbitration (following the Rules for Conduct of Arbitrations published by the Association of Arbitrators)

C3 SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200 A:	General (1986)
SABS 1200 AB:	Engineers Office (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 GA:	Concrete (Small Works) (1982)

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications.

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

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

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors.

General Conditions of Contract 2015 (third edition, 2015) Obtainable from the SA Association of Consulting Engineers.

C3.2 PROJECT SPECIFICATIONS

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STATUS

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

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

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

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

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

PART A: GENERAL

PS.1 PROJECT DESCRIPTION

The project area is in the province of KwaZulu Natal, under Jozini Municipality within the jurisdiction of uMkhanyakude District Municipality on the west side of Bhambanana town towards Ingwavuma which is approximately 40km away from the Jozini Town.

The community comprises significant number of low-density homesteads. The project area consists of rugged terrain with elevations rising from 95m at Bhambanana town to 700m on the Ingwavuma surroundings.

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PS 1.2 INFRASTRUCTURE TO BE IMPLEMENTED UNDER THIS PROJECT: -

- Rehabilitation of 3 existing boreholes
- Drilling of 6 new boreholes including
 - ✓ Rotary Percussion Drilling 0-200m (Rate per meter)
 - ✓ Supply and Installation of Steel Casing
 - ✓ Supply and Installation of PVC Casing
 - ✓ Conduct yield testing and Water Quality Testing
 - ✓ Transport and Set Up at borehole site of all equipment and maintain drill rigs for the complete construction of the borehole with all accessories, associated arrangement, auxiliary works, personnel as well as withdrawal after completion including setting up and moving after unsuccessful drilling.

PS.2 DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

The project site is situated within the uMkhanyakude District Municipality, KZN and scattered across Ward 11, 18 Ward 23 of Jozini Local Municipality.

PS.2.2 Access to Site

Access to the site can be obtained by traveling approximately 40km from Jozini town using the provincial road P522 till Bhambanana town. Turn left on P443 at the intersection in Bhambanana town going towards Ingwavuma town.

PS.2.3 Nature of the Ground and Subsoil Conditions

The Contractor will be expected to make his/her own assessment in this regard and to price the rates accordingly.

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

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

Certain aspects however require further attention as described hereafter.

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PS.3.2 Labour Intensive Competencies of Supervisory and Management Staff

Contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

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PS.3.5 Construction Programme

(a) Preliminary Programme

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

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

The Contractor shall be deemed to have allowed fully in his/her tendered rates and prices as well as in his/her programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7 of the General Conditions of Contract 2015.

PS.3.6 Drawings (*Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12*)

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his/her own expense produce there from all further paper prints required for the construction of the work.

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

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.3.7 Quality Assurance (QA) (*Read with SANS 1921 – 1: 2004 clause 4.4*)

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

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

PS.3.8 Management and Disposal of Water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS.3.9 Blasting

No blasting shall be carried out for the execution of the Works without the prior consent of the Engineer. This consent will not be given where in the opinion of the Engineer blasting may give rise to unnecessary risk of damage to surrounding property and other means of excavation are available to the Contractor. Where consent to blasting is given such consent shall in no way relieve the Contractor of any of his/her liabilities under the Contract.

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Engineer that his/her proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Engineer may then ask for vibro-readings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom, Telkom or other servitudes or way leaves unless the relevant authorities have been advised in writing three weeks prior to blasting. Where blasting is carried out the Contractor shall arrange for a representative of the relevant authority to be present prior to and during the blast.

The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

PS.3.10 Spoil Sites *(Read with SANS 1921 - 1: 2004 clause 4.10)*

The spoil sites shall be determined on site in conjunction with the Engineer. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer.

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PS.3.11 Testing (*Read with SANS 1921 – 1: 2004 clause 4.11*)

(a) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

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

(b) Acceptance Control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his/her choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS.3.12 Site Establishment (*Read with SANS 1921 - 1: 2004 clause 4.14*)

This contract is to be executed in a rural Tribal Area.

The Engineer will facilitate all communication with the tribal authority.

(a) Water and Electricity

The Contractor is to make his/her own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

Water will be made available for hydraulic testing purposes only. All other water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his/her rates.

(b) Location of Site Office

A suitable site will be indicated at the Site Inspection. The contractor will need to allow for the fencing of the site.

Watchmen only may be housed on site.

The contractor is to provide adequate sanitary and waste facilities for his/her staff and is to ensure that the camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

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The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

(c) Telephone

The contractor shall make his/her own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

PS.3.13 Survey Beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

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

PS.3.14 Existing Services *(Read with SANS 1921 - 1: 2004 clause 4.17)*

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

No work may proceed on road crossings under the provincial main roads until the necessary approvals are in place as confirmed by the Engineer. All work within the road reserve shall comply with the specifications of the Provincial Department of Transport as will be issued to the Contractor by the Engineer.

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

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

PS.3.15 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his/her activities in such a manner that his/her employees and any other persons, who may be directly affected by his/her activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of

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1993, and the OHS Act 1993 Construction Regulations 2014, GNR. 84 of 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his/her status as mandatory and employer in his/her own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2.

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

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

The Contractor's failure to comply will also be recorded on the Zululand District Municipal data base and will affect the award of adjudication points to the Contractor on future work tendered for.

PS.3.16 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2: 2004)

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

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

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of

Traffic on Public Roads occupied by the Contractor and Appendix B, Extract from Chapter 13,

Volume 2 of the South African Road Traffic Signs Manual. The Contractor shall obtain this specification from Standards South Africa.

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

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

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

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

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

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

PS.3.17 Management of the Environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

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

(a) Natural Vegetation

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

(b) Fires

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

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in the Particular Specifications, will be adhered to. Failure to adhere to the EMP in all respects will be recorded on the Zululand District Municipal database and will affect the award of adjudication points to the Contractor on future work tendered for.

PS.3.18 Abnormal Climatic Conditions

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$V = (N_w - N_n) R_w / R_n \dots\dots\dots \text{if } (N_w - N_n) > 0$$

The symbols have the following meanings respectively:

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- V = Extension of time in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month.
- Rw = Actual rainfall recorded for the calendar month.
- Rn = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of Rn and Nn shall be used.

The factor Rw/Rn shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of Rw/Rn exceeds 2,5 it shall be taken as 2,5.

If Nw for any month is smaller than Nn the formula to be used shall be:

$$V^1 = (Nn - Nw)$$

The total extension of time for completion shall be the sum of the values of

V minus the sum of the values of V^1

Total extension of time = $V - V^1$

The following are the most reliable values of Nn and Rn available and shall be used unless other values are mutually agreed upon beforehand:

Source of information : <http://www.meteoblue.com>

Rainfall Station : uMkhanyakude

Month	Nn	Rn
January	11	47
February	7	30
March	8	36
April	7	15

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May	3	8
June	3	7
July	2	5
September	8	13
September	8	29
October	13	60
November	14	67
December	15	66

Rainfall gauging will be taken and recorded by the Contractor at his/her Site Office and agreed with the Engineer on a daily basis.

- b) Should an extension of time be granted by the Engineer the Contractor shall be reimbursed for his/her time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted

Total number of working days in the Contract X Total for time related P&Gs

PS.3.19 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his/her "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

Included in the information to be provided by the contractor shall be the co-ordinated position of all above ground visible features including:

- a) Manholes;
- b) Valve positions including air, isolating valves and scour valves; and
- c) All change of direction in the pipe alignment including tees.

PS. 4 PROJECT REQUIREMENTS

PS4.1 SITE CLEARANCE EXCAVATION AND FREE-HAUL

Top soil and other removed material shall be placed within the site boundaries, at a place indicated by the Local Authority in writing. In the case where the Local Authority requires

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disposing of material further away from the site, the Employer's approval shall first be obtained and Local Authority shall be consulted and approval in writing obtained to use the designated dumping place. The same applies for borrow areas outside the site boundaries. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. shall apply.

The free-haul distance shall be the entire site of works, for each project.

The contractor shall not incur any overhaul or "extra over" expenses without the written approval of the Engineer.

The overhaul distance shall be defined as the truck-haul distance measured to the nearest 0,5 km from the end of the free-haul to the disposal / borrow pit area, by the shortest practical route and shall be measured in one direction only.

No additional payment will be made for provision of access to the sites.

PS 4.2 CUT AND FILL FOR BUILDING PLATFORMS

Buildings shall be constructed completely in cut, with a minimum underfloor backfill. Should the contractor wish to construct on fill, he shall allow at his/her own cost, for longer columns and higher foundation walls to allow for **founding on in-situ material**. Access and ease of access into the building for the intended use shall remain unaltered. The Contractor shall arrange independent compaction tests, before any building is taking place, at his/her own cost. Building work shall be removed if there is any doubt whatsoever regarding the compaction. At least 3 evenly distributed places per site shall be tested, once off, after completion of the platform or infill. Water for compaction shall be provided by the Contractor at his/her own cost.

PS 4.3 COMPACTION OF UNDER FLOOR FILL

All top soil, unsuitable material and vegetation shall be removed from the building area. Suitable non-cohesive, granular backfill material shall be compacted in thin, even layers of thickness relevant to the method/machinery used, at OMC to a minimum of 95 % of Mod. AASHTO maximum density. The contractor shall only import material if absolutely necessary. He shall obtain approval from the borrow pit owner in writing before using it, or obtain mining rights where applicable. Water for compaction, shall be supplied by the Contractor, at his/her own cost.

PS 4.4 EXISTING SERVICES

The Contractor shall contact the Engineer immediately if he discovers existing services that are in the way of the works, so that it can be avoided if at all possible. If existing services are damaged, the Contractor shall repair it as a matter of urgency at the indicated rate, even if it costs significantly more. He will not receive additional compensation in such case.

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PS 4.6 WATER SUPPLY PIPE

Only SABS approved HDPE and uPVC pipe to be used. Trench depth to be determined to allow for bedding where required and 1800 mm cover for bulk. Grading of the trench shall be as such that the pipe will have no local high points between air valves/outlets, in other words, must rise continuously from the lowest points to the air valves/outlets. The Contractor shall use a dumpy level to verify this and to locate the air valves. The same applies for scour valves but obviously the other way round. The trench “pegging” cost shall be included under the excavation cost. Long sections may be provided by the Engineer or Employer as a guide only. Trenching, bedding and selected fill as per SABS 1200 DB and LB. The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 600mm (300 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 700 mm.

PS 4.8 CONCRETE AND FLOORS

Water for building purposes and for the Contractor’s use, shall be supplied by the Contractor, at his/her own cost.

Cement shall be OPC and shall conform to SABS 471. A blended mix with up to 25% PFA shall only be used following the written approval of the Engineer. Cement used shall not be older than 3 months for reinforced concrete works and older than 6 months for mass concrete. The slump of concrete mixes shall be 30- 80 mm. Curing shall take place for at least 7 days or as specified. Concrete shall be adequately compacted/vibrated but separation of material must be avoided. For structural concrete, refer to the detailed specifications on the plans regarding slump, curing, removal of formwork etc.

Floors and walls shall be constructed as such that water will not reach or stand in the passages/walkways or anywhere on the floor. Water shall also not reach or stand against any of the inside walls. Where openings are to be made to drain water, it shall be as such that it will not block, but at the same time it shall be rodent proof.

Keyed construction joints shall be placed as such that it will not be underneath walls. Where it has to cross walls perpendicularly, construction joints shall also be provided in the walls. Keyed construction joints shall be made around supports, to join construction joints in the floors.

Foundations

All foundations for buildings shall be minimum 300 mm deep and 500 mm wide regardless of detail provided on plans.

Light reinforcement shall be placed in foundations comprising three Y12 rods 75 mm from the trench bottom and 100 mm from the sides with the third rod in the bottom middle. The main reinforcement shall be held firmly in place by 75 mm concrete spacers attached to the rods with binding wire. R8 distribution steel, crossing each outer main steel member by 30 mm, thus 360 mm long for a 500 wide foundation, shall be tied to the main steel at 500 mm intervals.

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Minimum overlap shall be 600mm. Hooks shall be provided at corners and intersections with walls, with minimum hook length 600 mm. The Engineer shall be consulted for further detail. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting.

Wood floated finish.

The surface shall only be wood floated sufficiently to produce a uniform surface free from screed or towel marks and shall conform with SABS 1200 G.

Steel-floated finish

The moisture film shall be allowed to harden sufficiently to prevent laitance from being worked to the surface. Where steel floating with a non-slip surface is specified, the surface shall still be smooth after making it non-slip and shall not be abrasive at all. Under no circumstances may a cement slush be used during the floating process.

Casting of concrete

No concrete shall be cast without the prior inspection of preparation work by the Engineer (except for thrust blocks).

PS 4.9 BLOCK AND BRICK WORK

The strength of blocks shall be not less than 3,5 MPa for hollow units and 7 MPa for solid units. Only SABS approved blocks shall be allowed.

Blockwork shall comply with the standards as set out in the "Standards and Guidelines" manual of the NHBRC. Stretcher bond with 10-15 mm final bed joint thickness and 5 to 20 mm vertical joint thickness shall be used. The mortar bedding shall be full in the case of hollow blocks for the foundation layers and DPC courses. Joints shall be finished flush. Hollow units to be filled with concrete around door frames. Where internal walls are jointed flush with outside walls, wall ties shall be used as per specification in the above-named manuals. Corners shall be constructed using the raking back (stepped) method and shall be fully bonded.

Light reinforcement shall be placed in the brick/blockwork over and above the normal brick force regardless of detail on plans. The reinforcement shall comprise R6 rods, overlapping minimum 300 mm and bend around corners with minimum hook length 300 mm. The reinforcement shall not cross expansion joints. Two rods shall be placed per layer, each 30 mm from the inside and outside face of the wall respectively, for three layers immediately above DPC and window/door level. Rods shall be provided with hooks at doors, expansion joints and openings. Full mortar cover shall be provided.

Controlled expansion joints in the walls, with concertina ties at 400 mm vertical spacing, shall be provided at maximum 8 m spacing regardless of detail provided on plans. The joints shall coincide with controlled expansion joint through the concrete roof.

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The joints in the roof slabs shall comprise 1000 mm long Y12 rods in the center of the slab at 200 mm intervals, 500 mm into each slab. A 600 mm long elastic plastic pipe of good fit shall be fitted on one side and sealed at the end. The other end shall penetrate the adjoining slab by 100 mm. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting. The joints shall be formed with 10 mm bitumen impregnated soft board and shall be sealed watertight both sides with an approved elastic sealant.

PS 4.11 PAINTWORK

The final colour shall be agreed upon between the contractor and the participants of the specific project. Refer to paint specifications on the plans.

PS 4: 12 COMMISSIONING AND ACCEPTANCE

The Contractor shall be responsible to commission all equipment and put in readiness for use.

The hand over/acceptance of equipment shall be preceded by a forty-eight (48) hour trial run (where applicable) by the Contractor to enable him to prove to the Engineer that all equipment and plant as a whole perform to requirements.

Where after the equipment shall be run by the Contractor as directed by the Engineer for a further period of approximately five (5) days during which thorough inspection, testing, etc of all equipment will take place to be evaluated for acceptance by the Engineer. The Contractor shall schedule this period such as to allow himself enough time to remedy, replace etc unsatisfactory work, equipment etc and still meet the final completion date. Costs incurred by the Engineer for all unsuccessful acceptance tests will be borne by the Contractor.

When the Contractor has completed all work and the plant subsequently performs to the requirements, then the contractor shall supply all manuals and drawings as called for. Thereupon a certificate of commissioning will be issued and a portion of the retention released. The guarantee period then commences.

PS 4:19 FINAL COMPLETION DATE

On final completion all work in terms of the contract shall be completed. A certificate of completion will be issued.

PS 4:20 MAINTENANCE OBLIGATIONS

The Contractor shall maintain all equipment provided in a good working order during the defects' liability period.

The defects liability period shall commence on the day following final completion.

The Employer reserves the right to undertake any emergency repair work during the defects' liability period without the prior consent of the Contractor. The Engineer has the right to decide whether an emergency exists and shall notify the Contractor accordingly. Should this emergency

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repair work be caused by poor materials, faulty workmanship or neglect on the part of the Contractor, the Employer may deduct the cost of the repairs from the outstanding retention money owing to the Contractor.

After the satisfactory completion of the guarantee period, the final certificate will be issued and all retention money releases.

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PSAB **ENGINEER'S OFFICE**

PSAB.1 NORMAL PROJECTS

PSAB.1.1 **OFFICE BUILDINGS** (Engineers Site Office) (1)

One site office shall be provided of at least 20m² area, complete with a level, 85mm concrete floor over 250micron USB green water proofing, insulated roof / ceiling, lockable door and be supplied with a table of at least 3.0m x 1.8m and 12 chairs. Allowance shall be made for the proper display and storage of plans.

In addition, this office shall be fitted with an air conditioning unit of at least 12000 BTU capacity and powered by the contractor's electrical provision / arrangement during meetings at least twice monthly. This office shall not be used for the contractor's storeroom.

This office will be paid for per month and only once it is erected and approved.

At least one pit latrine or chemical toilets, suitably enclosed, shall be maintained close to all the engineer's office at all times. All possible measures shall be taken to control odours.

No telephone facilities are required by the Engineer

PSAB.1.2 **NAMEBOARDS** (3.2.1)

The Contractor shall supply one name board in accordance with the details indicated in this document. (2.4m x 1.2m on metal frame on timber posts).

The board shall be placed in a position designated by the Engineer.

This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.

PSAB.1.5 **HOUSING FOR THE ENGINEER'S STAFF** (3.2.5)

No engineer's staff housing is required for this contract.

PSC **SITE CLEARANCE**

PSC.1 **MATERIALS** (3)

PSC .1.1 **DISPOSAL OF MATERIAL** (3.1)

Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his/her own arrangements in this regard without the written approval of the Engineer.

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PSC.2 **CONSTRUCTION (5)**

PSC.2.1 **AREAS TO BE CLEARED AND GRUBBED (5.1)**

Areas to be cleared and grubbed shall be classified as follows:

- a) General Clearing and Grubbing
Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3m wide.

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PSD EARTHWORKS

PSD.1 MATERIALS (3)

PSD .1.1 CLASSIFICATION FOR EXCAVATION PURPOSES (3.1)

Classification of material other than "soft excavation" shall be agreed with the Engineer before excavation may be commenced.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his/her discretion, such excavation as may have been executed in material of a different nature.

For the purpose of this contract all material will either be classed as, intermediate, hard rock or Boulder Class A.

No differentiation shall be made between "intermediate" and "Boulder Class B" excavation.

PSD.1.2 Classes of excavation (3.1.2)

- a) In all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section".
- e) Boulder excavation Class B - Shall be classified as intermediate excavation.

PSD.2 CONSTRUCTION (5)

PSD.2.1 Conservation of Topsoil (5.2.1.2)

Topsoil stripping shall be 150mm and the material shall be conserved separately for re-use as specified in the environmental management plan.

PSD.2.2 Disposal (5.2.2.3)

All excess material shall be disposed of at the designated spoil sites levelled in layers not exceeding 300 mm and compacted to 90% MOD AASHTO density.

PSD.2.3 Erosion Control Berms (Add new Clause 5.2.3.3)

Where instructed by the Engineer, earth berms shall be constructed to the dimensions shown on the drawings or to the detail instructed by the Engineer. The berms shall comprise

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excess fill material from the trench, shall be hauled by wheelbarrow, placed and shall be hand stamped in layers not exceeding 150mm. The berms shall be slightly overfilled before being shaped to the detail shown on the drawings. The material shall wherever possible be sourced within the freehaul distance of 500m. After completion, the Engineer may instruct the Contractor to construct un-grouted, handpicked and packed stone pitching along the upstream edge of the berm.

PSD.2.4 Sandbag Protection to Pipe Trench (Add new Clause 5.2.3.4)

Where instructed by the Engineer, 25kg sandbags made from woven polypropylene shall be filled with selected fill material as specified in SABS 1200 LB and placed in a stretcher bond pattern around the pipe. The bags shall be firmly packed and hand stamped into place and shall be keyed a minimum of 500mm into the side wall of the trench. Where specified, the selected fill material shall first be brought to optimum moisture and then stabilized by the addition of 1% cement.

PSGA CONCRETE (SMALL WORKS)

PSGA.1 PLANT (4)

PSGA.1.2 Finish (4.4.2)

The finish of all exposed concrete whether internal or external shall be smooth “off the shutter” all other concrete surfaces shall be measured as rough.

PSGA.2 CONSTRUCTION (5)

PSGA.2.1 Fixing (5.1.2)

Welding of reinforcement will not be permitted.

PSGA.2.2 Quality (5.4.1)

All concrete used on this contract shall be strength concrete.

On the drawings strength concrete has been designated by its characteristic strength followed by the size of stone to be used in its manufacture, e.g. 30/20 refers to a concrete of strength 30 MPa at 28 days made with 20mm stone.

PSGA.2.3 Ready mixed concrete (5.4.1.6)

No ready mixed concrete will be allowed in this contract. All concrete required for this project is to be mixed using Labour Intensive methods (LI).

PSGA.3 TESTS (7)

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PSGA.3.1 Frequency of testing (7.1.2)

As the concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide a minimum of 3 moulds and to make the tests.

PSGA.4 MEASUREMENT AND PAYMENT (8)

PSGA.4.1 Concrete (8.1.3.3)

PSGA.4.2 (a) The unit rates for concrete shall include for the cost of testing.

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PART B2: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PA: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

PB: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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PA: **OHS 1993 HEALTH AND SAFETY SPECIFICATION**

PA.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Regulations, and all other safety codes and specifications referred to in the said Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and Regulations 2014.

This safety specification and the Contractor's own Health & Safety Plan as well as the Occupational Health & Safety Act, 85 of 1993 & Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working in elevated positions, most of the time in a restricted environment with limited landings (working platforms);
- Working above a continuously flowing river and in a flood plain environment subject to flooding;
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds;
- Steep and restricted access to the lower flood plain below the bridge;
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead;
- Deep excavations in soils requiring shoring or reducing of slopes;
- Blasting of hard rock or demolition of concrete;
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing;
- Potentially harmful gasses when tying into existing sewer mains;
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services;
- Exposure to possible injuries due to mishandling or failure of power and hand tools;
- Falling debris, tools and materials from bridge;
- Non-conformance to specifications with regards to fasteners and materials;
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

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PA.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his/her status as an employer in his/her own right.

- (b) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PA.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 (1) (a) of the Construction Regulations 2014. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his/her tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PA.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the contractor who intends to carry out any construction work other than work contemplated in regulation 3(1) of the Construction Regulations 2014, must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will-

- (a) include excavation work;

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(b) include working at a height where there is risk of falling;

(c) include the demolition of a structure; or

(d) include the use of explosives to perform construction work.

The notification must be done in the form similar to Annexure 2 included on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

A.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor must have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment must identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it must include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified and must include a monitoring and review plan.

The risk assessment must be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PA.6.1 Health and Safety plan

The Contractor must appoint his employees and any subcontractors to be employed on the contract, in writing, and he must provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor must ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PA.6.2 Health and safety induction training

The Contractor must ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or

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permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor must ensure that every employee on site is in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PA.7 APPOINTMENT OF SAFETY PERSONNEL

PA.7.1 Construction Managers and Supervisors

Construction Manager and Alternate Manager – CR 8 (1)

The Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed in terms of Regulation 8 (1). The construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering with a post graduate experience of five years in the Civil Engineering field.

Assistant Construction Manager(s) – CR 8 (2)

The Principal Contractor must in writing appoint one or more assistant construction managers for different sections thereof in terms of Regulation 8 (2): Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties. The assistant construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering.

Construction Supervisor(s) – CR 8 (7)

The Principal Contractor must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site in terms of Regulation 8 (7). The construction supervisor cannot supervise any other site other than the single site for which he has been appointed. The construction supervisor must have at least five years' experience supervising construction activities on site.

Assistant Construction Supervisor(s) – CR 8 (8)

The Principal Contractor must in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in subregulation (7), and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor in terms of Regulation 8 (8): Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties. The assistant construction supervisor cannot supervise any other site other than the single site for which he has

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been appointed. The assistant construction supervisor must have at least two years' work experience in his specific task in order to supervise employees.

PA.7.2 Construction health & safety officer

Due to the nature of the work, the degree of danger likely to be encountered and the accumulation of hazards or risk on the site, the Principal Contractor must in writing appoint one full or part time Construction Health & Safety Officer to assist in the control of all health and safety related aspects on the site, in terms of Regulation 8 (5). The Construction Health & Safety Officer must be registered and in good standing with the South African Council for the Project & Construction Management Professions (SACPCMP). Each contractor must appoint his / her Construction Health & Safety Officer who is registered and in good standing with the SACPCMP. The contractors' Construction Health & Safety Officer must conduct at least a weekly site visit and submit weekly reports on the findings on the construction site. The contractor may appoint a consultant to oversee the health and safety on site who must perform the same duties as a part time Construction Health & Safety Officer.

Provision must be made by the Contractor in his rates, to cover the cost of this dedicated construction health & safety officer appointed after award of the contract.

scope and complexity of the works.

PA.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, must appoint a **health and safety representative** in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PA.7.4 Health and safety committee

In terms of Sections 19 & 20 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PA.7.5 Competent persons

In accordance with the Construction Regulations the Contractor must appoint in writing **competent persons** responsible for each of the following work situations that may be expected on the site of the works.

- (a) Risk assessments as described in Regulation 9;
- (b) Fall protection as described in Regulation 10;
- (c) Structures as described in Regulation 11;
- (d) Temporary Works as described in Regulation 12;
- (e) Excavation work as described in Regulation 13;
- (f) Demolition work as described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding work as described in Regulation 16;
- (i) Suspended platform operations as described in Regulation 17;
- (j) Rope Access as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Batch plant operations as described in Regulation 20;
- (m) Explosive powered tools as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile plant as described in Regulation 23;
- (p) Temporary electrical installations and machinery on construction sites as described in Regulation 24;
- (q) Use & temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water Environments as described in Regulation 26;
- (s) Housekeeping & general safeguarding on construction sites described in Regulation 26;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29; and
- (v) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PA.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer,

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the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) A copy of the OHS Act 1993 Construction Regulations 2014;
- (r) A copy of this Health and Safety Specification;
- (s) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (t) A copy of the Notification of Construction Work (Regulation 4);
- (u) A health and safety file in terms of Regulation 7(1) (b) with inputs by the Construction Health & Safety Officer - Regulation 8 (5&6);
- (v) A copy of the risk assessment described in Regulation 9;
- (w) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10 and Regulation 18 (2) (b);
- (x) Drawings pertaining to the design of structures (Regulation 11 (1) (c)) and Temporary works (Regulation 12 (3) (c)) must be kept on site;
- (y) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (z) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19 (5));
- (bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19 (8));
- (cc) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20 (8));
- (dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21 (2));
- (ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

PA.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS Act 1993), which means that the Contractor has the status of employer in his/her own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS Act 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his/her status as mandatory (employer) for the contract under consideration.

1. Occupational Health & Safety Act, 85 of 1993

- (a) Section 7 – Health & Safety Policy

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The Principal Contractor must prepare a written policy concerning the protection of the Health & Safety of his employees at work, including the description of his organisation and the arrangements for carrying out and reviewing that policy. This policy must be signed by the Principal Contractor's CEO and prominently displayed at the site camp where it will be accessible to all employees. This policy must be communicated to all his employees during the startup of a project and whenever the policy is amended.

(b) Section 16 – CEO & Contracts Manager

The CEO will accept responsibility for health & safety in the organisation in terms of Section 16 (1). The appointment of the CEO must be done in writing and may include a board resolution. Where the CEO cannot directly oversee the project, he / she may appoint a Contracts Manager to accept responsibility for health & safety on all sites allocated to him or her in terms of Section 16 (2).

(c) Section 17 – Health & Safety Representatives

The Principal Contractor must appoint in writing 1 SHE representative for every 50 employees or part thereof in terms of Section 17 (1). The SHE representative must attend formal training conducted by an accredited training service provider who is registered with the Department of Labour and the respective training authority. The SHE representative must be a full-time employee and must be familiar with the Principal Contractor's scope of work. The SHE representative must not be in a supervisory or management position. The SHE representative shall carry out regular inspections on site while performing normal duties at work. The SHE representative shall participate in incident investigations and will form part of the health & safety committee.

(d) Section 19 – Health & Safety Committees

The Principal Contractor must appoint a management representative in writing as a SHE committee member to attend health & safety committee meetings in terms of Section 19 (3). Where there are more than one SHE representatives, the Principal Contractor shall hold at least monthly SHE committee meetings. The number of management representatives shall not exceed that of the number of SHE representatives.

(e) Section 24 – Report to Inspector Regarding Certain Incidents

The Principal Contractor must report all incidents immediately, in relation to Section 24 of the Occupational Health & Safety Act, 85 of 1993, to the provisional director, Client and its agent:

(f) Section 37 – Acts or omissions by employees or mandataries

The client must engage in a mandatory agreement with the Principal Contractor to ensure that all aspects of health & safety are included within the Principal Contractor's scope of work and the agreement relieves the employer of any civil liability whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee. This agreement shall be in writing and signed by both parties in terms of Section 37

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(2). Where the Principal Contractor appoints sub-contractors, there needs to be an agreement as the sub-contractor is an employer in his own right.

2. General Administrative Regulations, 2003

a) Regulation 4 – Copy of the Act

The Principal Contractor must have a copy of the latest version of the Occupational Health & Safety Act, 85 of 1993 and Regulations, readily available at the site office for use by the Principal Contractor, employees, employer and inspectors.

In addition to the above, the Principal Contractor must prominently display size A1 laminated posters of the following Acts in the workplace:

- Occupational Health & Safety Act, 85 of 1993;
- Employment Equity Act, 55 of 1998, and
- Basic Conditions of Employment Act, 75 of 1997.

b) Regulation 9 – Recording & Investigation of Incidents

The Principal Contractor must appoint a competent person in writing as the accident and incident investigator to investigate all incidents on site. The reporting of incidents must be done in the form of WCL 1 (Diseases) / WCL 2 (Injuries) and investigated and recorded in the form of Annexure 1. The incidents must be investigated within 7 days by the appointed competent person with the assistance of the health & safety committee.

3. General Safety Regulations, 2003

a. Regulation 2 – Personal Safety Equipment & Facilities

The Principal Contractor must supply, free of charge, sufficient and suitable PPE to his employees for them to carry out their work safely. The Principal Contractor must demonstrate to the employee the safe use, care and limitations of such PPE. The employee must sign the PPE issue register for any PPE which was issued to him or her. The Principal Contractor must ensure that every reasonable effort has been taken to reduce if not eliminate the health & safety risk to his employees. PPE must and will always be the last resort.

b. Regulation 2 A – Intoxication

The Principal Contractor must ensure that no employee enters or remains in the workplace if he or she is under the influence of or in possession of intoxicating substances (Alcohol & Drugs). The Principal Contractor shall conduct random drug & alcohol tests to ensure that substance abuse is closely monitored in the workplace. Disciplinary action must be taken to employees who are found to guilty of misconduct.

c. Regulation 2 B – Substituted Notices & Signs

The Principal Contractor must display substituted notices and signs around the site which must be clearly visible and comply with the local bylaws. The Signage must include but not limited to

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the mandatory PPE requirements, First-Aid, Fire Equipment, Excavation Work, Hazardous Substances, Construction Activities and Public Notices.

d. Regulation 2 C – Admittance of Persons

The Principal Contractor must ensure that no unauthorised persons enter or remains in the work area. The Principal Contractor must strategically erect signage at the entrance to the site prohibiting entry. Where the site is on a public space, the Principal Contractor must ensure that adequate measures are in place to prevent unauthorised entry. The following information should also be included:

“No Unauthorised Entry”

“Visitors Report to Site Office”

“Construction Site” & indicate the specific hazards associated with the site.

“Induction to be Obtained Prior to Entry to the Site”

e. Regulation 3 – First Aid, Emergency Equipment and Procedures

The Principal Contractor must ensure that he / she has a fully stocked first aid kit on site. The first aid kit must contain the minimum contents as per the Annexure contained in this regulation. The Principal Contractor must appoint a trained & competent person as the first aider to attend to all injuries on site and to control the first-aid kit. The training of the first aider must be done by an accredited training provider who is registered with the department of labour and the respective training authority. The Principal Contractor must display the first aid signs at strategic points on the site to indicate the location as well as the name of the person in charge of the first aid kit.

f. Regulation 4 – Use & Storage of Flammable Liquids

The Principal Contractor must store all flammable liquids in a well-ventilated store which is designed for this purpose. The store must be bunded and be able to contain 110% of the volume of the flammable liquids stored. The flammable liquids must not be stored with combustible material. The store must be clearly marked as to the content and approximate quantity of flammable liquids that are stored. The following signage (290 x 290 mm) must also be displayed at the entrance to the store:

“No Smoking”

“No Open Flames”

“Hazardous Chemicals”

“Flammable Store”

g. Regulation 6 – Work in Elevated Positions

No work at heights must be carried out unless it is done safely from a safe platform or scaffold. Ladders should be used only to gain access and not as a work platform. Only platform ladders are designed to be used as a safe work platform. Persons working at heights must undergo a Working at Heights evaluation during the medicals which will form part of the hazards listed in the Annexure 3. All persons working above 2 meters must wear and attach a safety harness to a suitable lifeline. All persons working at heights must undergo Working at Heights Training by an accredited training service provider who is registered with the department of labour and the respective training authority.

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h. Regulation 8 – Stacking of Articles

The Principal Contractor must appoint a competent person in writing in accordance with Regulation 8 (1) (a) and to supervise the stacking of articles on site. All stacking and storage must be done safely, and stacks must not exceed three times the base width. Stacks must be wider or at the same size at the bottom than at the top. All storage areas must be adequately cordoned off.

i. Regulation 13 A – Ladders

The Principal Contractor must appoint a suitable person in writing to inspect the ladders on a regular basis. The Principal Contractor must ensure that every ladder is constructed of sound material and is suitable for the purpose for which it is used. Ladders should be used only to gain access and not as a work platform. Only platform ladders are designed to be used as a safe work platform. Ladders must not be painted as the paint may hide any cracks on the ladder. If the ladder is constructed from timber, the timber must be free from knots and the rungs must be let into the styles.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

4. Construction Regulations, 2014

a) Regulation 3 – Application for the Construction Work Permit

If the project value is over R 40 000 000-00 or the duration of the project exceeds 12 months, then the client shall appoint an agent on its behalf to apply to the provincial director of the department of labour for a construction work permit. The permit application process takes up to 30 days and the Principal Contractor may only commence work once the construction work permit is received.

b) Regulation 4 – Notification of Construction Work

The Principal Contractor must, prior to commencing with any work, notify the provincial director of the department of labour, at least 7 days before, in the form of Annexure 2 of its intention to commence with construction work. If the client does an application for a construction work permit, the notification is not necessary.

c) Regulation 5 – Duties of Client

The Client will –

(g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;

(h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;

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- (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- (j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- (k) appoint every principal contractor in writing for the project or part thereof on the construction site;
- (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
- (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph
- (o) is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
- (s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.

In accordance with Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

d) Regulation 7 – Duties of the Principal Contractor & Contractor

The Principal Contractor must provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's

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documented health and safety specifications. The plan must be submitted to the client / client's agent for approval. The approved plan will be submitted together with the application for the Construction Work Permit. Work may only commence once the plan has been approved. This plan must be applied, reviewed and updated as the work progresses.

The Principal Contractor must provide a comprehensive health and safety file for review to the client / client agent. The health and safety file will be audited by the client / client agent prior to commencement with work on site. Once the file has been reviewed, the Principal contractor must address all outstanding items prior to commencement with work. The Principal contractor may only commence work if the outstanding items have been addressed. This health & safety file must be updated by the Principal contractor and must remain on site at all times. On completion of the project, the contractor must consolidate the health and safety file including that of the sub-contractors and submit it to the client / client agent.

The Principal Contractor must provide potential sub-contractors, who are tendering for any work to be performed on site (including that of the plant hire companies), with the relevant sections of the client's health & safety specifications.

The Principal Contractor must ensure that the sub-contractors have the necessary competencies, resources and made adequate provision to carry the work out safely.

The Principal Contractor and sub-contractor must enter into a health & safety agreement in terms of Section 37 (2) of the OHS Act and the Principal Contractor must appoint each contractor in writing for part of the project in terms of Regulation 7 (1) (c) (v) of the Construction Regulations, 2014. The Principal Contractor must have a comprehensive and updated list of all his contractors on site.

The Principal Contractor must ensure that the sub-contractors are in Good Standing with the Compensation Commissioner in terms Section 89 of the COID Act, 130 of 1993.

The Principal Contractor must audit the contractors at least monthly. The contractors must submit a close out report with supporting documents, within 7 days, for addressing outstanding items.

The Principal Contractor must ensure that where changes are brought about, sufficient health & safety information, including the necessary resources to carry out the work safely, is provided to the contractor.

The Contractor must provide and demonstrate to the Principal Contractor a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications. The plan must be submitted to the Principal Contractor for approval. Work may only commence once the plan has been approved by the Principal Contractor. This plan must be applied, reviewed and updated as the work progresses.

The Contractor must provide a comprehensive health and safety file for review to the Principal Contractor. The file will be audited by the Principal Contractor prior to commencement with

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work on site. Once the file has been reviewed, the contractor must address all outstanding items prior to commencement with work. The contractor may only commence work if the outstanding items have been addressed. This health & safety file must be updated by the contractor and must remain on site at all times. On completion of the project, the contractor must consolidate the health and safety file including that of his or her sub-contractors and submit it to the Principal Contractor.

The Principal Contractor must ensure that all his employees, including that of his / her contractors, have a medical certificate of fitness, for the type of work to be performed, issued by an Occupational Health Practitioner in the form of Annexure 3 and must include a general examination with the following test results, Blood Pressure, Snellen's Vision (20/20 Test), Spirometry (Lung Function) and Audiometry (Hearing Test). If employees are working at heights, then a 'Working at Heights' evaluation must be done.

The Principal Contractor must ensure that all his employees, including that of his / her contractors, have undergone induction training pertaining to the hazards prevalent site at the time of entry. The induction must be conducted by the Principal Contractor's appointed Construction Health & Safety Officer prior to entering the site.

The Principal Contractor must ensure that all visitors undergo an induction pertaining to the hazards prevalent on the site and that such visitors have the necessary PPE prior to entering the site. The PPE must include but not limited to: Hard Hats, Reflective Vests and Steel Toe Capped or similar approved Safety Boots.

e) Regulation 8 – Management & Supervision of Construction Work

The Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed in terms of Regulation 8 (1). The construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering with a post graduate experience of five years.

The Principal Contractor must in writing appoint one or more assistant construction managers for different sections thereof in terms of Regulation 8 (2): Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties. The assistant construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering.

Due to the nature of the work, the degree of danger likely to be encountered and the accumulation of hazards or risk on the site, the Principal Contractor must in writing appoint one full time Construction Health & Safety Officer to assist in the control of all health and safety related aspects on the site, in terms of Regulation 8 (5). The Construction Health & Safety Officer must be

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registered and in good standing with the South African Council for the Project & Construction Management Professions (SACPCMP). Each contractor must appoint his / her Construction Health & Safety Officer who is registered and in good standing with the SACPCMP. The contractors' Construction Health & Safety Officer must conduct at least a weekly site visit and submit weekly reports on the findings on the construction site. The contractor may appoint a consultant to oversee the health and safety on site who must perform the same duties as a part time Construction Health & Safety Officer.

The Principal Contractor must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site in terms of Regulation 8 (7). The construction supervisor cannot supervise any other site other than the single site for which he has been appointed. The construction supervisor must have at least five years' experience supervising construction activities on site.

The Principal Contractor must in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in subregulation (7), and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor in terms of Regulation 8 (8): Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties. The assistant construction supervisor cannot supervise any other site other than the single site for which he has been appointed. The assistant construction supervisor must have at least two years' work experience in his specific task in order to supervise employees.

f) Regulation 9 – Risk Assessment for Construction Work

The Principal Contractor must in writing appoint a competent person as a Risk Assessor to draw up risk assessments for the project in terms of Regulation 9 (1). The Risk Assessor must be trained on Hazard Identification & Risk Assessment (HIRA) by an accredited training service provider who is registered with the department of labour and the respective training authority on the Unit Standard 244383 – Conduct continuous hazard identification and risk assessment within a workplace.

The Risk Assessment must cover all activities performed by the Principal Contractor in site and must be based on the method statements. The Risk Assessments must contain a Risk Matrix, a Monitoring and Review Plan. The Risk Assessments must include control measures and safe work procedures to reduce if not eliminate the risk or hazard.

The Risk Assessments should be reviewed at least annually, when an incident has occurred, when there is a change in the scope of work or when there is a change in the design which may affect the health & safety of persons.

The Risk Assessments must be communicated to all site personnel involved with the activities for which the Risk Assessment has been done.

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All Risk Assessments must be carried out in accordance with Regulation 9 of the Construction Regulations, 2014.

g) Regulation 10 – Fall Protection

The Principal Contractor must in writing appoint a competent person as the Fall Protection Plan Developer when work is to be carried out at an elevated position. The Fall Protection Plan Developer must be trained by an accredited training service provider who is registered with the department of labour and the respective training authority. The Training must cover both Unit Standards 229994 and 229998.

The Principal Contractor must in writing appoint a competent person as the safety harness inspector to inspect all safety harnesses.

The Principal Contractor must draw up, implement, maintain and amend where necessary, a Fall Protection Plan for all work to be carried out at an elevated position.

The Fall Protection plan must cover:

- A risk assessment for work at a fall risk position and the methods and procedures to address such risk;
- A process to evaluate the medical fitness of employees who work at a fall risk position;
- A programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

The Principal Contractor must ensure that the construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

All work carried out at a fall risk position must comply with Regulation 10 of the Construction Regulations, 2014.

h) Regulation 11 – Structures

The Principal Contractor must ensure where there are new or existing structures within the work zone, Regulation 11 of the Construction Regulations of 2014, must be complied with.

i) Regulation 12 – Temporary Works

The Principal Contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use. The designer must have at least a National Diploma in Structural Engineering and be registered as a professional engineer with the Engineering Council of South Africa (ECSA). The designer & inspector must be trained on the following Unit Standards:

113974 – Understand and apply structural construction methods; and

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263246 – Inspect falsework and formwork.

The Principal Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose. The temporary works supervisor must be trained by the temporary works supplier / manufacturer on the safe installation of the temporary works as well as on the Unit Standard 263027 - Supervise the erection and dismantling of falsework and formwork.

The temporary works erectors must be trained by the temporary works supplier / manufacturer on the safe installation of the temporary works as well as in the Unit Standard 263204 - Erect, use and dismantle falsework and formwork.

All temporary works must comply with Regulation 12 of the Construction Regulations, 2014

j) Regulation 13 – Excavation Work

The Principal Contractor must in writing appoint a competent person as the excavation work supervisor. The excavation work supervisor must be trained by an accredited training service provider who is registered with the department of labour and the respective training authority on the Unit Standard 365183 - Implement safety procedures for open hole or deep excavations.

All excavation work must be carried out under the constant supervision of the appointed excavation work supervisor. The excavation work supervisor must be able to evaluate the stability of the ground before excavation work begins. The excavation work supervisor must inspect the excavation prior to entry of any employees. All excavations deeper than 1,2 metres must be shaped to the maximum angle of repose relative to the horizontal plane. The Principal Contractor and his contractors must make provision in their tender rates for the shaping of the excavations.

All excavations up to 2 metres must be barricaded at least 1 metre away from the edge with barrier netting at a minimum height of 900mm. No danger tape to be used for barricading. All excavations deeper than 2 metres must be barricaded with a barrier in the form of hand and intermediate rails with barrier netting attached to it or Bonnox type fencing on posts with the barrier netting attached to it. Excavations along public roads that are deeper than 1,2 metres must be barricaded by means of a solid concrete barrier with delineators. Excavations along public roads that are less than 1,2 metres but deeper than 0,5 metres must be barricaded by means of a plastic new jersey barrier with delineators. Excavations along public roads that are less than 0,5 metres but above 100 millimetres must be barricaded by means of a barrier netting with delineators. Excavations along public roads that are less than 150 millimetres must be cordoned off by means of delineators.

All excavations deeper than 1,2 metres must be accessed by means of a ladder which is placed within 6 metres of the employees working inside and must extend at least 900mm above the top of the landing or natural ground level.

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All excavated material must be placed at least 1 metre away from the edge of the excavation. No mobile plant must come within 1 metre from the top edge of the excavation or within 2 metres when employees are working inside.

All employees working in excavations deeper than 1,2 metres must wear hard hats.

All excavation work must comply with Regulation 13 of the Construction Regulations, 2014.

k) Regulation 14 – Demolition Work

The Principal Contractor must appoint a competent person in writing to supervise and control all demolition work on site. The demolition work supervisor must have at least five years' experience in demolition work and must be trained on Unit Standard 115457 – Conduct basic demolition tasks.

All demolition work must comply with Regulation 14 of the Construction Regulations, 2014.

l) Regulation 16 – Scaffolding

The Principal Contractor must appoint a competent person in writing as the scaffolding supervisor who must ensure that all scaffolding work operations are carried out under his or her constant supervision. The scaffolding work supervisor must be trained on the Unit Standard 263224 - Supervise the erection and dismantling of access scaffolding, by an accredited training service provider who is registered with the department of labour and the respective training authority.

The Principal Contractor must appoint competent persons in writing as scaffold erectors for erecting the scaffold. The scaffolding work erectors must be trained on the Unit Standard 263245 – Erect, use and dismantle access scaffolding, by an accredited training service provider who is registered with the department of labour and the respective training authority.

The Principal Contractor must appoint a competent person in writing as an inspector to inspect the scaffolding once erected. The scaffolding work inspector must be trained on the Unit Standard 263205 Inspect access scaffolding, by an accredited training service provider who is registered with the department of labour and the respective training authority.

All scaffolds must comply with SANS 10085 with regards to the design, erection, use and inspection of access scaffolding.

m) Regulation 23 – Construction vehicles and mobile plant

The Principal Contractor must appoint a competent person in writing as a Construction Vehicles and Mobile Plant Supervisor to ensure that the said regulations are complied with.

The Principal Contractor must ensure that all construction vehicles and mobile plant-

(a) are of an acceptable design and construction;

(b) are maintained in a good working order;

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(c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;

(d) are operated by a person who-

(i) has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;

The following Unit Standards must be considered with regards to training.

Rigid Body Dump Truck Operator	262731	Operate a rigid body dump truck
Articulated Dump Truck Operator	262745	Operate an articulated dump truck
Front End Loader Operator	262747	Operate front end loader.
Grader Operator	262735	Operate a grader.
Tracked Dozer Operator	262729	Operate a tracked dozer.
Tractor Loader Backhoe Operator	257028	Operate a Tractor Loader Backhoe.
Skidsteer (Bobcat) Operator	262712	Operate a Skidsteer.
Tractor Operator	262804	Operate a tractor.
Excavator Operator	262744	Operate an excavator
Water Cart Operator	262764	Operate a water cart.
Roller Operator	262805	Operate a roller.
Tipper Truck Operator	262734	Operate a tip truck.
Truck Mounted Crane Operator (DMR Code C32)	242978	Operate truck mounted cranes.
Hydraulic Mobile Crane Operator (DMR Codes C33 – C36)	116254	Operate a mobile crane.

(ii) has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.;

(k) are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

The Principal Contractor must provide drip trays to be placed under the engine compartment when the mobile plant is parked for more than 3 hours.

All plant hire companies must be appointed in writing, sign the Section 37 (2) agreement and provide a valid Letter of Good Standing with the Compensation Commissioner.

The Principal Contractor must comply with Regulation 23 of the Construction Regulations, 2014 when using construction vehicles and mobile plant.

n) Regulation 24 - Electrical Installations and Machinery on Construction Sites.

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If the Principal Contractor intends on installing a temporary electrical supply, the installation must be done by a qualified registered electrician who will be able to issue a Certificate of Compliance (COC) The electrician must be trained on at least the Unit Standard 113898 – Complete certificate of compliance for a single phased domestic installation. The Principal Contractor must appoint the electrician in writing in terms of Regulation 24 (c).

The Principal Contractor must appoint a competent temporary electrical installation inspector. The inspector must be trained at least on the Unit Standard 258966 - Inspect and test a single-phase domestic installation. The temporary electrical supply must be inspected by a competent person at least weekly.

The Principal Contractor must appoint a competent person in writing as the electrical machinery inspector in terms of Regulation 24 (e).

All portable electrical tools must be inspected daily by the authorised inspector. The authorised inspector of portable electrical tools must be trained on at least the Unit Standard 12878 – Use and maintain Power Hand Tools on a construction Site.

The Principal Contractor must ensure that all electrical installations and machinery on the construction site complies with Regulation 24 of the Construction Regulations, 2014.

o) Regulation 25 – Use and Temporary Storage of Flammable Liquids on Construction Sites

The Principal Contractor must provide a lockable ventilated store for the storage of flammable liquids. The store must contain a bund which can contain up to 110% of the volume of the liquid stored therein. The Principal Contractor must provide adequate firefighting equipment and signage within the store.

A competent person must be trained and appointed to manage hazardous substances on the construction site. This person must be at least trained on the Unit Standard 264454 – Manage hazardous substances.

The Principal Contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that Regulation 25 is complied with when using and storing flammable liquids on site.

p) Regulation 26 – Water environments

The Principal Contractor must ensure that where construction work is done over or in close proximity to water, provision is made for-

(a) preventing persons from falling into water by providing hand and intermediate rails or a similar barrier; and

(b) the rescuing of persons in danger of drowning by providing a floatation device attached to a rope of suitable strength and length, a person who is able to swim with ease and rescue another person and a person trained in resuscitation, preferably a first-aider.

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The Principal Contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

Regulation 27 – Housekeeping and General Safeguarding on Construction Sites

The Principal Contractor must appoint a competent person in writing as the housekeeping supervisor to ensure that good housekeeping is maintained at all times on site.

The Principal Contractor must provide adequate and suitable bins to separate and contain waste on site. This must be disposed off at a registered landfill at least weekly.

The Principal Contractor must ensure that Regulation 27 or the Construction Regulations is complied with regards to housekeeping and general safeguarding on construction sites.

q) Regulation 28 – Stacking and Storage on Construction Sites

The Principal Contractor must appoint a competent person as the stacking & storage supervisor on site who is at least trained on Unit Standard 254098 – Supervise the procurement, use and storage of equipment and materials for construction and maintenance.

All items that are stacked or stored on the construction site must be inspected by a competent person at least on a monthly basis.

The Principal Contractor must, in addition to compliance with the provisions for the stacking of articles

in the General Safety Regulations, 2003, ensure that Regulation 28 of the Construction Regulations, 2014 is complied with regards to stacking and storage on construction sites.

r) Regulation 29 – Fire Precautions on Construction Sites

The Principal Contractor must appoint a competent person in writing as the Emergency Co-ordinator / Controller in case of a fire.

The Principal Contractor must provide sufficient and suitable firefighting equipment near flammables within 5 metres of any generator or similar equipment, near portable electrical tools and in all construction vehicles and mobile plant.

The Principal Contractor must appoint a competent person in writing as the fire equipment inspector in terms of Regulation 29 (h). The fire equipment inspector must be at least trained on the Unit Standard 12484 – Perform basic firefighting, by an accredited training service provider who is registered with the department of Labour and the respective training authority.

A fire team must be trained on the PASS sequence on site.

The Principal Contractor must ensure that adequate precautions are taken to prevent the risks of a fire and comply with Regulation 29 of the Construction Regulation, 2014.

s) Regulation 30 - Construction Employees' Facilities

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The Principal Contractor must appoint a competent person in writing as the facilities inspector to ensure that all the employees' facilities on site are maintained in a clean and hygienic condition.

The Principal Contractor must, in addition to the construction site provisions in the Facilities

Regulations, 2004, provide at or within reasonable access of the construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- (b) at least one sanitary facility for each sex and for every 30 workers; (Toilets must be tied down to prevent it from toppling over in the wind and cordoned off to ensure privacy)
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

The Principal Contractor must ensure that in addition to Regulation 30 of the Construction Regulations, 2014 the Facilities Regulations, 2004 must be complied with.

- t) Non-compliance with the Construction Regulations, 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

5. Environmental Regulations for Workplaces, 2003

The Principal Contractor must ensure that the following Regulations are complied with regards to the Environmental Regulations for Workplaces.

i. Regulation 2 – Thermal Requirements

The Principal Contractor must take into consideration the extreme heat during the summer months and the precautions to be taken during this period to avoid possible heat strokes. These may include but not limited to:

- Drinking of ± 600ml of clean water every hour;
- Regular breaks within reason but avoiding possible delays on the project; and
- Training on of employees Heat Stroke Awareness.

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The Principal Contractor must take into consideration the extreme cold temperatures during the winter months and the precautions to be taken during this period to avoid possible hyperthermia, cold sores, etc. These may include but not limited to:

- Provision of winter jackets and gloves;
- Running hot water; and
- Training of employees on working in cold temperatures.

While every effort should be made by the employee to keep warm, it must be noted that fires will not be allowed on site.

ii. Regulation 3 – Lighting

While there may be sufficient natural lighting, where work is carried out inside a building or closed space, sufficient artificial lighting must be provided and the above Regulation must be used as a guide for the number of lumens that will be required per square meter.

iii. Regulation 4 – Windows

Window must provide for sufficient natural lighting and the panes must not be painted over.

iv. Regulation 5 – Ventilation

Adequate ventilation must be provided in store rooms and work areas to prevent the accumulation of fumes. Note that all hazardous chemicals must be stored separately from combustibles in a ventilated store.

v. Regulation 6 – Housekeeping

The Principal Contractor and other Contractors must ensure that good housekeeping is maintained on site at all times. A responsible person must be appointed as the housekeeping supervisor; however, this should be the responsibility of all site personnel.

vi. Regulation 8 – Fire Precautions & Means of Egress

The Principal Contractor and other Contractors must make adequate provisions for the prevention of fires and escape routes should a fire occur. These may include but not limited to: The provision of a ventilated store with sufficient signage to warn persons of the dangers likely to be encountered and the control measures to be taken. The signage may include but not limited to:

- “No Smoking”
- “No Open Flames”
- “No Cell Phones”
- “Flammable Liquids”

5. Facilities Regulation, 2004

The Principal Contractor must ensure that the Facilities Regulations are complied with. These may include but not limited to the provision of clean & hygienic:

- Shower facilities for each gender clearly marked with pictorial signs and cordoned off for privacy. (1 Shower per 15 employees)

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- Toilet facilities for each gender clearly marked with pictorial signs and cordoned off for privacy. (1 toilet per 30 employees)
- Clean Drinking water. ($\pm$ 5 Litres per employee per day)
- Eye wash facility. (A portable eyewash bottle can be used)
- Changerooms Facilities for each gender clearly marked with pictorial signs and cordoned off for privacy.
- Lockers to be provided for employees to store their personal belongings.
- Sheltered eating areas free from dust, rain, wind and other natural elements.

7. Hazardous Chemical Substances Regulations, 2008

The Principal Contractor must appoint a competent person in writing for the control of Hazardous Chemical Substances on site.

The Principal Contractor must ensure that there are MSDSs readily available for all Hazardous Chemical Substances on site and that employees are issued with and instructed to wear appropriate PPE when handling the Hazardous Chemical Substances.

The Principal Contractor must ensure that all employees handling the Hazardous Chemical Substances on site are training on the safety precautions and MSDSs.

All Hazardous Chemical Substances on site must be placed on a suitable drip tray or bunded area.

The Principal Contractor must ensure that the Hazardous Chemical Substances Regulations are complied with.

8.Noise-Induced Hearing Loss Regulations, 2003

The Principal Contractor must ensure that adequate provisions are made to reduce the noise on site and to protect the employees who are exposed to the noise on site by providing adequate PPE and training on the use, care and limitations of the prescribed PPE.

The Principal Contractor must monitor those employees who are continuously exposed to high noise levels by means of periodic hearing tests done by an occupational health practitioner.

9. Driven Machinery Regulations, 2015

I. Regulation 18 – Lifting Machines, Hand-Powered Lifting Devices and Lifting Tackle

The Principal Contractor must appoint a competent person in writing to inspect all lifting tackle used on site. This person must be at least trained on the Unit Standard 253575 – Inspect, use and care for manual lifting equipment and tackle.

The Principal Contractor must ensure that the Provisions of Regulation 18 of the Driven Machinery Regulations, 2015 are complied with.

10. General Machinery Regulations, 1988

i) Regulation 2 – Supervision of Machinery

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The Principal Contractor must ensure that where electrical machinery is used, it is used under the supervision of a competent person who is familiar with such machinery and understands the hazards and risks associated with using the machinery.

ii) Regulation 3 – Safeguarding of Machinery

The Principal Contractor must ensure that the machinery is installed, operated and maintained in such a manner that it does not pose a hazard to persons installing, operating or maintaining such machinery.

The Principal Contractor must ensure that all moving parts of the machinery which is within the normal reach of a person is effectively safeguarded by means determined in this regulation.

The machinery must be maintained in a good working condition and is used properly.

The Principal Contractor must ensure that no safety devices are removed from the machinery.

11. Electrical Installations Regulations, 2009

a. Regulation 6 – Electrical Contractor

The Principal Contractor must ensure that no person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these regulations.

b. Regulation 7 – Certificate of Compliance

The Principal Contractor must ensure that the electrical installation done by the electrical contractor must have a Certificate of Compliance in the form of Annexure 1, which shall be accompanied by a test report approved by the chief inspector, in respect of every such electrical installation.

12. Electrical Machinery Regulations, 2011

a. Regulation 10 – Portable Electrical Tools

The Principal Contractor must ensure that the Provisions of Regulation 10 of the Electrical Machinery Regulations, 2011 are complied with regarding Portable Electrical Tools.

The Contractor is advised in his/her own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings *related to non-conformance to the Act and the Regulations*.

PA.10 MEASUREMENT AND PAYMENT

PA.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

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The Construction Managers, Assistant Managers Supervisor, Assistant Supervisors, the Construction Health & Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in PB8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices

PB: ENVIRONMENTAL MANAGEMENT PLAN

PB.1 PLANS

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer.

PB.2 USE OF LAND

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his/her employees only on sites approved by the Engineer.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his/her employees whether for use in the Works or otherwise without the written consent of the Engineer.

PB.3 VEGETATION CLEARANCE

PB.3.1 Woody vegetation

PB.3.1 .1 Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Engineer, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface.

PB.3.1.2 No vegetative matter shall be burnt or removed for firewood.

PB.3.2 Herbaceous vegetation

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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.

PB.4 PROTECTION OF VEGETATION

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

PB.4.1 Vegetation within or adjacent or outside the Works area

The following provisions shall apply with respect to the protection of areas of vegetation:

PB.4.1.1 No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Engineer;

PB.4.1.2 No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer;

PB.4.1.3 No tree shall be burned for any reason;

PB.4.1.4 For every tree protected by these specifications, which is removed or, in the opinion of the Engineer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2000,00 per tree to the Employer;

PB.4.1.5 Trees which have been selected for preservation by the Engineer 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 material storage or as allocation for temporary buildings; and

PB.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

PB.4.2 Transplantation of rare and endangered plant species

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Engineer or his/her environmental representative must be removed and transplanted as instructed herein.

PB.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)

- a. Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
- b. Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.
- c. Trees and shrubs shall be planted so that their stems or trunks are at the same depth as

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in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)

- d. Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e. Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PB.4.2.2 Transplanting aloes, succulents, and bulbous plants.

- a. Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.
- b. Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.
- c. Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

PB.4.3 Alien vegetation

The Engineer may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Engineer or his/her environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

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PB.5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

- PB.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his/her subcontractors or his/her subcontractors' employees.
- PB.5.2 The Contractor and his/her employees shall not bring any domestic animals onto the site.
- PB.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests.
- PB.5.4 There shall be no feeding of animals.
- PB.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PB.5.6 The Contractor shall advise his/her workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

PB.6 ARCHAEOLOGICAL ARTIFACTS

- PB.6.1 Known archaeological sites shall be indicated by the Engineer and shall be protected by a three-strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PB.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer shall be notified as soon possible.
- PB.6.3 Upon receipt of such notification, the Engineer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Engineer will advise the Contractor of the necessary actions to be taken.
- PB.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his/her employees, his/her subcontractors or his/her subcontractors' employees.
- PB.6.5 The Contractor shall ensure that none of his/her employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer.
- PB.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be

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necessary outside of the working width, then this shall only be done in areas approved by the Engineer.

PB.7 SCENIC QUALITY

PB.7.1 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.

PB.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

PB.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.

PB.7.4 Where instructed by the Engineer, all packed 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.

PB.7.5 Where instructed by the Engineer, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

PB.8 WORKING AREA

PB.8.1 The area of construction along any pipeline shall be contained within a 20m working width.

PB.9 ACCESS ROADS AND VEHICLE TURNING AREAS

PB.9.1 No new permanent access roads other than those agreed to by the Engineer shall be developed by the Contractor.

PB.9.2 Existing roads shall be used as far as possible for inspection purposes.

PB.9.3 Topsoil shall be stripped as specified prior to construction and reinstated on completion of the use of the road.

PB.9.4 Any temporary access road shall form part of the 20m working width servitude.

PB.9.5 All new temporary access roads shall be approved by the Engineer. No deviation from the approved access roads shall be allowed.

PB.9.6 Horse and trailer vehicles transporting pipes may not turn in areas of cultivated lands but shall turn in areas specifically identified by the Engineer.

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PB.10 MATERIAL LAYDOWN AREAS

Pipe and materials shall be stored within the pipeline servitudes. Where this is not convenient or in the interests of efficiency, other areas may be designated by the Engineer.

PB.11 FIRES

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PB.12 FENCING

PB.12.1 Where instructed by the Engineer, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.

PB.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Engineer and 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.

PB.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

PB.12.4 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 groups of trees. There shall be no removal of the grass cover or topsoil within this width.

PB.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his/her cost.

PB.13 TOPSOIL

PB.13.1 Source of topsoil

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 all areas to be excavated, the pipeline trench route, temporary and permanent access roads, construction camps, laydown areas, pump sites, valve chambers and borrow pits. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.

PB.13.2 Topsoil stripping

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- PB.13.2.1 Soil shall be stripped to the depth indicated in the project specification, or to the depth of the bedrock where soil is shallower than that specified. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.
- PB.13.2.2 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.
- PB.13.2.3 Topsoil shall preferably be stripped when it is in a dry condition in order to prevent compaction.
- PB.13.3 Topsoil stockpiling**
- PB.13.3.1 Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpiles shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.
- PB.13.3.2 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 later for identification as being the resource for rehabilitation and vegetation establishment.
- PB.13.3.3 Stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

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PB.13.4 Topsoil placement

- PB.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.
- PB.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Engineer.
- PB.13.4.3 Topsoil shall be mounded and shaped around manholes and valve chambers which protrude above the ground and over the pipeline to facilitate subsequent consolidation of the backfill. The Contractor shall ensure that stormwater run-off is not channelled alongside the gentle mounding, but is taken diagonally across it.
- PB.13.4.4 Where insufficient topsoil has been stripped by the Contractor 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 or Environmental Officer.
- PB.13.4.5 No vehicles shall be allowed access onto or through topsoil areas after it has been placed.
- PB.13.4.6 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoiled area as instructed by the Engineer.

PB.15 BATCHING

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Stormwater shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

PB.16 EROSION PREVENTION

- PB.16.1 The Engineer will instruct the Contractor on the measures to be taken to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Engineer of all potential problem areas.
- PB.16.2 Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being place.

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PB.16.3 Stormwater deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Engineer.

PB.17 EARTHWORKS

PB.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.

PB.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

PB.19 SPOIL AND WASTE MATERIAL

PB.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded to have slopes not steeper than 1:3.

PB.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

PB.20 REFUSE DISPOSAL

The Contractor shall dispose of all refuse generated by him or his/her subcontractor on a weekly basis at an approved refuse disposal site.

PB.21 ABLUTION FACILITIES

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Engineer.

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PB.22 CLEARANCE OF SITE ON COMPLETION

- PB.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, 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 and re-vegetation.
- PB.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

PB.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES

The Contractor shall arrange that all his/her employees and those of his/her subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Engineer, in order that they:

- PB.23.1 acquire a basic understanding of the key environmental features of the work site and environs;
- PB.23.2 are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;
- PB.23.3 if required by the Engineer, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and
- PB.23.4 are made aware of any other environmental matters which are deemed to be necessary by the Engineer.

PB.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION

- PB.24.1 All persons employed by the Contractor or his/her subcontractors shall abide by the requirements of these specification as they apply to the Works.
- PB.24.2 Any employees of the Contractor or his/her subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave site forthwith. 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.
- PB.24.3 Supervisory staff of the Contractor and his/her subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the Environmental Protection and Control Specification.

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PB.25 COMPLIANCE AND MONITORING

The Engineer shall be responsible for implementing a consistent monitoring programme to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Engineer that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12 month liability period (final closure). If, in the opinion of the Engineer, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

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