

GERT SIBANDE DISTRICT MUNICIPALITY



**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE
REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER
TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR
A PERIOD OF 36 MONTHS**

CONTRACT NUMBER: GSDM 67/2022

BID SPECIFICATION DOCUMENT

CLOSING DATE: 05 APRIL 2023

Issued by:
Gert Sibande District Municipality
PO Box 1748
ERMELO
2350

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT)

PREFERENCE / BBBEE GRADING:

**CENTRAL SUPPLIER DATABASE
(MAAA) NO:**

TAX COMPLIANT STATUS PIN

GSDM discourages fraud and corruption.

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

TENDER

This part of the Bid Specification Document consists of the following three sections:

Part T1: Tendering procedures

This section details the:

- T1.1 Tender notice and invitation to tender; and
- T1.2 Tender data pertaining to the rules of the tender and the evaluation method

Part T2: Returnable documents

This section details the:

- T2.1 List of returnable documents for evaluation and contract purposes; and
- T2.2 Returnable document requirements listed in Forms A to W

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender



INVITATION TO TENDER AND TENDER NOTICE

Tenders are hereby invited from experienced contractors for the **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS: GSDM 67/2022**. Tenderers should have a minimum CIDB Contractor grading of 6CE/ME or higher.

GERT SIBANDE DISTRICT MUNICIPALITY

Tender documents will be obtainable on website as from **16 March 2023**. This bid document is also available at no cost on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>, CIDB Website and on GSDM Website.

Duly completed tenders enclosed in a sealed envelope marked **“TENDER NO GSDM 67/2022: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS; CLOSING DATE: 05 APRIL 2023 at 12h00 PM** with the name of the Tenderer, shall be deposited in the tender box provided at the Gert Sibande District Municipality in Ermelo before **12h00 PM on the closing date**. The tenders will be opened in public.

There will be no **Compulsory Briefing Session** and tenderers are advised to read and understand the tender conditions.

Technical queries may be directed to **Mr. Comfort Ndhlovu on 017 801 7051 or email: comfortn@gsibande.gov.za**, Tender documents enquiries may be directed to **Mr. L. Mbuyane on 017 801 7155 or email Records@gsibande.gov.za**.

All tenders will be subjected to the 80/20-point system and functionality criteria. The 80/20-point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation, 2022 and as in line with Gert Sibande District Municipality SCM policy where 80 points will be allocated in respect of price and 20 points in respect of GSDM specific goals. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience, and capacity to perform the required work as outlined.

The **closing date and time** for the tender is **05 APRIL 2023**.

The District Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. The Gert Sibande District Municipality reserves the right not to make any appointment for this tender.

Mr. CA HABILE
MUNICIPAL MANAGER

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[MBD1] PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)

BID NUMBER:	GSDM 67/2022	CLOSING DATE:	05 APRIL 2023	CLOSING TIME:	12H00
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DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Corner of Joubert and Oosthuise Street

Ermelo, 2350

Tender Box Situated at Main Entrance- Reception of Gert Sibande District Municipality

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			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE
	R

SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED:

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Comfort Ndhlovu
CONTACT PERSON	Mr. L Mbuyane	TELEPHONE NUMBER	017 801 7051
TELEPHONE NUMBER	017 801 7155	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	comfortn@gsibande.gov.za
E-MAIL ADDRESS	records@gsibande.gov.za		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 Tender data

GENERAL CONDITIONS OF THE BID PROPOSAL

1. DEFINITIONS

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. INTERPRETATION

2.1 APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2 LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.3 GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4 SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5 HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.2.6.1 Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

3. AMENDMENTS TO THE BID DOCUMENTS

3.1 AMENDMENTS BY THE BIDDER

2.3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2 AMENDMENTS BY THE EMPLOYER

2.3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council. Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

2.4 SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

2.5 CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

2.6 COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

2.7 ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

2.8 PERIOD OF VALIDITY OF BIDS

2.8.1 Proposals shall remain valid and open for acceptance by the Council for a period of Ninety Days (90) after Closing of Bids.

2.8.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT

2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

2.9.1.3.2 Refrain from bidding for this Contract; or

2.9.1.3.2 as to the amount of the Bid to be submitted by either party;

2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

2.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

2.10 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

2.11 ADDITIONAL INFORMATION REQUIRED

2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

2.11.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.12 TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

2.13 CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

2.14.1 No bids will be considered from persons in the service of the state

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

2.14.1.1.1 a member of any municipal council;

2.14.1.1.2 a member of any provincial legislature; or

2.14.1.1.3 a member of the national Assembly or the national Council of provinces;

2.14.1.1.4 a member of the board of directors of any municipal entity;

2.14.1.1.5 an official of any municipality or municipal entity;

2.14.1.1.6 an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

2.14.1.1.7 a member of the accounting authority of any national or provincial public entity; or

2.14.1.1.8 an employee of Parliament or a provincial legislature.

3. SPECIAL CONDITIONS OF THE BID PROPOSAL

3.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

3.2 No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

3.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

3.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

3.5 Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

3.6 Council reserves the right to alter quantities based on the supplied rates.

3.7 All Bids will be adjudicated in terms of the Gert Sibande District Municipality's Procurement Policy and in compliance with the criteria as set out in the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

3.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

3.10 The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

3.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

3.12 Bidders must be prepared to demonstrate their products or solution proposals at established sites at their own costs.

T1.2.1 Standard Conditions of Tender

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

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The Employer

The Employer is:
 GERT SIBANDE DISTRICT MUNICIPALITY
 Corner of Joubert and Oosthuise Streets
 Ermelo
 2351

F.1.2 Tender documents

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

Clause number	Tender Data
	<p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable Schedules, Forms and Certificates</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond</p> <p>Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3.1 : Standard Specifications C3.2 : Project Specifications C3.3 : Particular Specifications C3.4 : Annexures</p> <p>Part C4: Site information C4.1 : Locality Plan C4.2 : Conditions on Site C4.3 : Test Results</p>
F 1.4	<p>Communication and employer's agent</p> <p>The Employer's agent which is the Engineer. The language of communication is English.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The employer's agent is: Name: GSDM Project Manager Address: GERT SIBANDE DISTRICT MUNICIPALITY Corner of Joubert and Oosthuise Streets P.O. Box 1748 Ermelo 2350</p> <p>Telephone: 017 801 7051 Mobile: Fax: NA Email: records@gsibande.gov.za / comfortn@gsibande.gov.za</p>
F 1.6.2	<p>Competitive negotiation procedure</p> <p>The competitive selection procedure shall be applied.</p>
F2.1 F2.1.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated:</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE/ME or higher class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <p>(a) Is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. (c) Extensive experience in Civil Engineering Projects related to Sewer Infrastructure.</p> <p>Joint Ventures are eligible to submit bids provided that:</p> <p>(1) each member of the joint venture is registered with the CIDB and valid copy/ies of registration of each member is submitted with this bid; (2) the lead partner has a contractor grading designation in the 6CE/ME or higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 6CE/ME or higher class of construction work, are eligible to submit bids</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.1.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <p>(a) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;</p> <p>(b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</p> <p>(c) The Tenderer fails to attend the compulsory site inspection;</p> <p>(d) The Tenderer fails to have “Form T2.2.1 Certificate of Attendance at Clarification Meeting and Site Inspection” in Part T2.2 - Returnable Schedules and Forms signed by the Employer, or his representative.</p> <p>(d) The minimum number of evaluation points for Quality is [70]. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further evaluated.</p>						
F.2.7	<p>The arrangements for a compulsory clarification meeting are: Location: Wastewater Treatment Plant</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"><u>Township / Aria</u></th> <th style="width: 20%;"><u>S</u></th> <th style="width: 20%;"><u>E</u></th> </tr> </thead> <tbody> <tr> <td><u>N/A</u></td> <td></td> <td></td> </tr> </tbody> </table> <p>Date: <u>N/A</u></p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all bidders. No individual may represent more than one bidder at the compulsory briefing session. Representatives must attend the session in totality.</p> <p>Non-completion of the attendance register will lead to automatic disqualification. Tender documents will not be made available at the clarification meeting.</p> <p>Addenda will be issued to and submissions will be received only from those responding entities appearing on the attendance list.</p>	<u>Township / Aria</u>	<u>S</u>	<u>E</u>	<u>N/A</u>		
<u>Township / Aria</u>	<u>S</u>	<u>E</u>					
<u>N/A</u>							
F 2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.						
F 2.12	No alternative tender offers will be considered						
F2.11	Parts of each tender offer communicated on paper shall be submitted as an original.						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.13.3	<p>Submitting a tender offer</p> <p>The <i>whole original</i> bid document, <i>as issued by the GSDM</i>, shall be submitted. <i>No copies will be accepted, or downloaded copies.</i></p> <p>Bids may only be submitted on the Bid documentation issued by the GSDM.</p> <p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 1) Only a SARS Compliance Status PIN is required 2) Company Registration Certificate 3) Current Municipal Account accompanied by the municipal invoice of the lessor not owing more than 30 days 4) CIDB Certificate 5) Registration on National Treasury central supplier database 6) Workman's Compensation Certificate 7) Valid original or certified copy of B-BBEE or a sworn affidavit 8) Tenders bank details accompanied by the stamped bank confirmation letter not older than 3 months 9) CSD Summary report
F2.13.5	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Head Offices Physical address: GERT SIBANDE DISTRICT MUNICIPALITY Corner of Joubert and Oosthuise Streets P.O. Box 1748 Ermelo 2350</p> <p>BID NO: GSDM 67/2022</p>
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F2.15	<p>The closing time for submission of bid offers is:</p> <p>12H00 on Friday 05 APRIL 2023</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
F2.15.1	<p>Closing time</p> <p>The closing time for submission of tender offers is also stated in the Tender Notice and Invitation to Tender.</p>
F.2.16.1	<p>Tender offer validity</p> <p>The tender offer validity period is 90 days.</p>
F 2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F 2.19	Access must be provided for the following inspections, tests and analysis: concrete tests, compaction strength and ball penetration and Access must be provided for the inspection of the tenderer's offices if required.
F2.20	Submit securities, bonds and policies

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document																														
F2.22	If so instructed by the employer or the agent of the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.																														
F2.23	The bidder is required to submit with his bid. (1) a copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and (2) an original Tax Clearance Certificate, issued by the South African Revenue Services (3) a copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)																														
F3.1.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.																														
F 3.2	Issue of Addenda The employer shall issue addenda until 7 working days before tender closing time.																														
F 3.4.1	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders at 12:00 hrs.																														
F3.11	The quality criteria and maximum score in respect of each of the criteria are as follows: COMPETENCE ACHIEVEMENT SCHEDULES TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 55%;">TARGETED GOALS Name reference with contact details</th> <th style="width: 15%;">TENDERED GOAL</th> <th style="width: 15%;">POINTS Claimed by tenderer</th> <th style="width: 10%;">ALLOCATED POINTS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>10</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>10</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td>10</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td>10</td> <td></td> <td></td> </tr> <tr> <td></td> <td>SUB-TOTAL: Reputation and References</td> <td>40</td> <td></td> <td></td> </tr> </tbody> </table> <p>SCORING QUALITY FOR TABLE A1 ABOVE: (Maximum 40 Points)</p> <ul style="list-style-type: none"> • Experience on previous contracts of a project with a specific scope (Wastewater Projects) and value completed over last five (5) years. • Reference details must be valid in order to ensure gathering of relevant information. Experience must be on the Construction of Wastewater Treatment Works and Sewer Pump Stations. • The tenderer must submit an appointment letter and completion certificate for each project and signed by Consultant, Client, and Contractor. • Points shall be allocated to tenderers who submit both the completion certificate and the reference letter by any team members within the consortium/joint venture. • Points shall be awarded as follows below for each project completed with a traceable reference: 		TARGETED GOALS Name reference with contact details	TENDERED GOAL	POINTS Claimed by tenderer	ALLOCATED POINTS	1		10			2		10			3		10			4		10				SUB-TOTAL: Reputation and References	40		
	TARGETED GOALS Name reference with contact details	TENDERED GOAL	POINTS Claimed by tenderer	ALLOCATED POINTS																											
1		10																													
2		10																													
3		10																													
4		10																													
	SUB-TOTAL: Reputation and References	40																													
F 3.11.3																															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Required	Points allocation	POINTS Claimed by tenderer	ALLOCATED POINTS
4 wastewater facility projects value above R 30 million or more	40 Points		
4 wastewater facility projects value less than R 30 million but above 20 million	28 Points		
4 wastewater facility projects value less than R 30 million but above 15 million	20 Points		
4 wastewater facility projects value less than R 15 million	16 Points		
No wastewater facility projects	0 points		

Note: Where appointed project values received from tenderers for consideration exceed the value stated above, a maximum of 10 points shall be awarded per project. Tenderers who do not submit at least one project shall be disqualified and not considered for further evaluation. To score the full 40 points, a minimum of 4 similar projects must be included up to the 30 million or more.

TABLE A2: FINANCIAL REFERENCES

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of "C" or better (proof attached)	10		
2	Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	0		
	SUB-TOTAL: Financial references	10		

SCORING QUALITY FOR TABLE A2 ABOVE- (Maximum 10 Points)

- Proof of Banking Details and Bank Rating Letter of "C" or better must be attached.

Point Allocation:

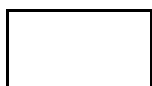
Failure to Submit Details	Disqualification
Bank Rating of D, E or F	Disqualification
Bank Rating C or better	10 points
Proof of Guarantee/Letter of intent	0 points

A maximum of 10 points shall be allocated for Table A2.

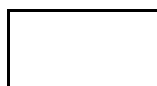
Note: Bank rating and proof of guarantee must be attached. Tenderers who do not submit any of the above required documents shall be disqualified and shall not be considered further evaluation.

TABLE A3: SPECIFIC KNOWLEDGE – MAIN CONTRACTOR

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Operator Class III (Minimum)	5		
2	Trade Tested Electrician with Wireman's Licence	10		
3	Fitter And Turner with Red Seal Qualification	5		
4	Supervisor Class III (Minimum)	5		
	SUB-TOTAL: Specific Knowledge	25		



Contractor



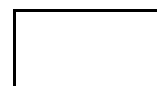
Witness 1



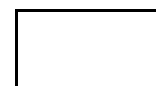
Witness 2



Employer



Witness 1



Witness 2

SCORING QUALITY FOR TABLE A3 ABOVE - (Maximum 25 Points)

Key Staff

- Operator Class III (Minimum) – Must provide copies of the relevant qualifications, training, and relevant experience. Certificate of competency where applicable must be attached.
- Trade Tested Electrician with Wireman’s Licence – Must provide copies of the relevant qualifications, training, and relevant experience. Certificate of competency/trade test where applicable must be attached.
- Fitter And Turner with Red Seal Qualification – Must provide copies of the relevant qualifications, training, and relevant experience. Certificate of competency/trade test where applicable must be attached.
- Supervisor Class III (Minimum) – Must provide copies of the relevant qualifications, training, and relevant experience. Certificate of competency where applicable must be attached.

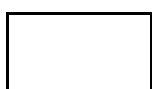
Note: CV’s and certified copies of qualifications must be attached in order to qualify for points Where CVs are attached with no certified copies of qualifications, no point will be awarded. A maximum of 4 points will be awarded for each relevant personnel and a maximum of 25 points can be awarded in this category.

TABLE A4: SPECIFIC KNOWLEDGE – CONSULTING ENGINEERS

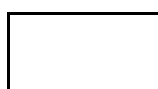
	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Process Engineer (Wastewater Treatment)	10		
2	Civil Engineer	5		
3	Mechanical Engineer	5		
4	Electrical Engineer	5		
	SUB-TOTAL: Specific Knowledge	25		

- Process Engineer – Professional Registration with the Engineering Council Of South Africa with the relevant qualifications with a minimum 10 years’ relevant experience in the design of waste water treatment works and pump stations.
- Civil Engineer – Professional Registration with the Engineering Council Of South Africa with the relevant qualifications with a minimum 10 years’ relevant experience in the design of waste water treatment works and pump stations.
- Mechanical Engineer – Professional Registration with the Engineering Council Of South Africa with the relevant qualifications with a minimum 10 years’ relevant experience in the design of waste water treatment works and pump stations. Specific knowledge on Operations and Maintenance is required.
- Electrical Engineer – Professional Registration with the Engineering Council Of South Africa with the relevant qualifications with a minimum 10 years’ relevant experience in the design of waste water treatment works and pump stations.

Note: CV’s and certified copies of qualifications and professional registration must be attached in order to qualify for points Where CVs are attached with no certified copies of qualifications and professional registration, no points will be awarded.



Contractor



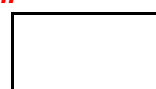
Witness 1



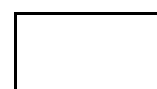
Witness 2



Employer



Witness 1



Witness 2

TABLE A5: FUNCTIONALITY AND QUALITY SCORING TOTALS

Scoring as per Tables A1 to A4 above.		Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
Functionality and Quality	Table A1	40		
	Table A2	10		
	Table A3	25		
	Table A4	25		
	Sub Total	100		

- The minimum number of Evaluation points for functionality is 70 points or 70%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>All respondents who submit responsive submissions and:</p> <p>a) are registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity.</p> <p>b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations or are in good standing with SARS according to the Central Supplier Database;</p> <p>c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) have not abused the Employer’s Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;</p> <p>f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract;</p> <p>g) are registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the recommended bidder whether its municipal rates and taxes and municipal service charges are not in arrears. Municipal utility account invoice must be in line with the address on the CSD (not older that three months). If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in the lease agreement.</p> <p>j) In the opinion of the Employer can as necessary demonstrate that they possess the necessary 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; will be invited to submit tender offers.</p> <p>Lack of compliance with the above listed terms will lead to immediate disqualification</p>
	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
<p>F.2.13.3</p>	<p>The additional conditions of submission are:</p> <ol style="list-style-type: none"> 1. The Employer/Employer’s Agent may request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

	<p>3. The Employer reserves the right to reduce the scope of work to within the available budget. 4. In addition, the Employer may appoint more than one Contractor for the project.</p>
<p>F.1 F.1.1 F1.6.2</p>	<p><u>Chapter III: Notes on Supplementary Documents in GCC 2015</u></p> <p>Contract Price Adjustment Schedule</p> <p>Parameters</p> <p>Base Month (May be assumed to be a point in time) : For Civil Works should be taken as the calendar month which precedes the calendar month wherein the date for submission of tenders occurs. For Mechanical Works and Electrical Works should be taken as the calendar month wherein the date of commencement occurs of all insurances that maybe required in terms of contract.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FINANCIAL AND CONTRACTUAL ARRANGEMENTS

- The following conditions are set by the Gert Sibande District Municipality:
- The Council accepts the original bid price will be valid for 90 days (3 months).
- Payment will be made within 30 days after receipt of invoices.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

T2.1: List of Returnable Document

T2.2: Returnable Document

Part T2: Returnable Documents

Part T2.1: List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE	26
FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	29
FORM C: DECLARATION OF INTEREST	31
FORM D: AUTHORITY OF SIGNATORY	35
FORM E: DECLARATION OF GOOD STANDING REGARDING TAX	38
FORM F: FINANCIAL / BANK DETAILS	40
FORM G: MUNICIPAL UTILITY ACCOUNT	42
FORM H: PREFERENCE SCHEDULE	44
FORM I: PROPOSED KEY PERSONNEL	54
FORM J: SCHEDULE OF PREVIOUS EXPERIENCE.....	63
FORM K: SCHEDULE OF CURRENT PROJECTS	57
FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT	58
FORM M: SCHEDULE OF PROPOSED SUB-CONTRACTORS	59
FORM N: RECORD OF ADDENDA TO TENDER DOCUMENTS	60
FORM O: PROPOSED AMENDMENTS AND QUALIFICATIONS	61
FORM P: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER.....	62
FORM Q: TENDERER'S PROJECT STRUCTURE	63
FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	65
FORM S: DECLARATION OF TENDERER'S LITIGATION HISTORY.....	75
FORM T: ANNUAL FINANCIAL STATEMENTS DECLARATION AND AUDITED 3-YEAR FINANCIAL STATEMENTS.....	77
FORM U: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	78
FORM V: FORM OF INTENT TO PROVIDE GUARANTEE	80

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Contractor

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Witness 2

Employer

Witness 1

Witness 2

Part T2.2: Returnable Documents

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must provide the following returnable documents:

- Form 2A: Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Form 2B: Certificate of Contractor Registration issued by the Construction Industry Development Board
- Form 2C: A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
- Form 2D: Central Supplier Database

RETURNABLE SCHEDULES THAT WILL BE USED FOR TENDER EVALUATION PURPOSES AND BE INCORPORATED INTO THE CONTRACT

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data Part 2: Data Provided by the Contractor
- C1.3 Performance Guarantee
- C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

1. NAME OF ENTERPRISE AND CONTACT PERSON

2. CONTACT NUMBER

3. FAX NUMBER

4. E-MAIL ADDRESS

5. POSTAL ADDRESS

6. PHYSICAL ADDRESS

7. VAT REGISTRATION

8. TAX REFERENCE NUMBER

9. CIDB REGISTRATION NUMBER

10. CIDB GRADING

11. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN **YES / NO** SUBMITTED?

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (delete which not applicable)

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African National Accreditation System (SANAS)
- A registered auditor

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR **YES / NO**
THE GOODS / SERVICES / WORKS OFFERED?

Signature

Date

Capacity under which the Bid is signed

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM A:

- 1. For Closed Corporations**
 - CK1 or CK2 as applicable (Founding Statement)

- 2. For Companies**
 - A copy of the Certificate of Incorporation
 - Certified Copies of the ID's of the Directors and
 - the shareholders register

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

- 4. For Partnership**
 - Certified Copies of the ID's of the partners

- 5. One-person Business / Sole trader**
 - Certified Copy of ID

- 6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**
 - Sworn affidavit and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name) _____
 certify that the information furnished on this declaration form is true and correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

 Signature

 Date

 Position

 Name of bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: DECLARATION OF INTEREST

1 Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means:

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2.9.1 If so, furnish particulars:

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

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Full details of directors / trustees / members / shareholders.

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

2. DECLARATION

I, the undersigned (name) _____
 Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

 Signature

 Date

 Position

 Name of bidder

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr _____

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

Contract Number: GSDM 67/2022

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION
AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE
DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS.**

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

(BLOCK CAPITALS)

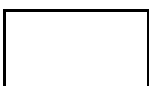
SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: _____

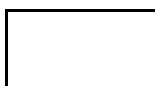
FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

2. _____



Contractor



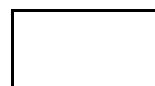
Witness 1



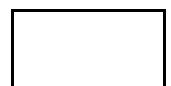
Witness 2



Employer



Witness 1



Witness 2

PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms _____,

Authorised signatory of the company _____,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.(Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

MBD 2 Tax Clearance Certificate Requirements

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:

- Proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: FINANCIAL / BANK DETAILS

Notes to tenderer:

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

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

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

- Original or certified copy of a letter from tenderer's bank (not older that three months from tender closure and must have a bank stamp)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:

Contract Number: GSDM 67/2022:
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION
AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE
DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

on behalf of

(referred to herein as "the Bidder")

hereby make a declaration as follows:

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

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

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:

- Municipal utility account invoice must be in line with the address on the CSD (not older that three months).
- If the company is operating on lease premises both the lease agreement and municipal utility account invoice must be attached, the same address as the lease agreement. (Failure to do so will lead to disqualification).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000; SECTION 2(1)(d)(i), PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERES MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF TENDER AND PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000; SECTION 2(1)(d)(i), PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
 and
 the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
 a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - Price; and
 - Specific Goals.

1.3.1 To be completed by organ of state:

The maximum points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed..
 - 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 2 DEFINITIONS**
- 2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
 - 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
 - 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
 - 2.4 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

2.5 “the Act” means the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000; SECTION 2(1)(d)(i), PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 Preference point system for acquisition of goods criteria for preferential procurement to achieve specific goals:

SPECIFIC GOALS	SPECIFIC GOALS Points System 20	SPECIFIC GOALS Points System 10
YOUTH	5	2
WOMAN/MALE/ALL GENDER	10	5
PEOPLE LIVING WITH DISABILITY	2	1
DEMOGRAPHIC AREA/ LOCALITY (GSDM)	3	2
RACE	0	0
Maximum number of points	20	10

5.2 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.4 Name of company/firm.....
5.5 Company registration number:
5.6 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM H:

- B-BBEE Certificate or Sworn Affidavit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: CONTRACT FORM – (I) PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **GSDM 67/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witnesses
1.....
2.....
DATE:

GSDM discourages fraud and corruption.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(II) CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GSDM 67/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

Witnesses
1.....

SIGNATURE

NAME OF FIRM

2.....

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity asaccept your bid under reference number **GSDM 67/2022** dated **05 APRIL 2023**, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS				

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

SIGNED ATON THISDAY..... OF 2023

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(I) CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **GSDM 67/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witnesses

1.....

2.....

DATE:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

(II) CONTRACT FORM - SALE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE SELLER)

1. Iin my capacity asaccept your bid under reference number **GSDM 67/2022** dated **05 APRIL 2023** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: PROPOSED KEY PERSONNEL

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

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Site Agent			
Contract Manager			
Senior Foreman			
Construction Manager			
Quality Control Officer			
Safety Officer			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- CV and attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the previous four projects where the firm was involved for GERT SIBANDE DISTRICT MUNICIPALITY (GSDM) projects or other clients. Reference of clients other than GSDM MUST be provided.

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

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

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

Description of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail / Fax

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT

Note: Attach additional pages to this page if more space is required.

Provide information on the following:

1. Infrastructure and resources available for this project:

Physical facilities and Buildings.

Description	Address	Owned / Leased

2. Equipment

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

1. Earthmoving Equipment	No. of Units Owned by Contractor	Number of Units Allocated to this Contract	
		Owned	Hired

Size of enterprise and current workload:

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Name of Sub-Contractor	Full Description of Work to be Performed by Sub-Contractor

Signature

Date

Position

Name of bidder

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title of Details

Signature

Date

Position

Name of bidder

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause **F.1.6.2** of the CIDB Standard Conditions of Tender regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature

Date

Position

Name of bidder

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Certified copy of Letter of Good Standing with Compensation Commissioner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form Q: Tenderer's Project Structure

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Tenderer's organogram which should state the name of the person, responsibilities, qualification and number of years' experience.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Contract Number: GSDM 67/2022

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND
MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT
MUNICIPALITY FOR A PERIOD OF 36 MONTHS.**

(Bid Number and Description)

In response to the invitation for the bid made by:

Gert Sibande District Municipality

(Name of Municipality / Municipal Entity)

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

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

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) Bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

for investigation and possible imposition of administrative penalties in terms of section 67 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: DECLARATION OF TENDERER’S LITIGATION HISTORY

Note to tenderer:

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

Employer	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Position

Name of bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T: ANNUAL FINANCIAL STATEMENTS DECLARATION AND AUDITED 3-YEAR FINANCIAL STATEMENTS

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- 3 Year audited financial statements.

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature	Date
Position	Name of bidder

FORM U: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? YES / NO
 - 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
YES/ NO
 - 1.2. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 1.3. If yes, provide particulars.
.....
.....

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
YES / NO
 - 1.5. If yes, furnish particulars
.....
.....

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

Signature

Date

Position

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM V: FORM OF INTENT TO PROVIDE GUARANTEE

The Tenderer to attach to this schedule a letter from his/her bank indicating the intent to provide a guarantee for this contract. The Guarantee amount is provided in the Contract Data. The wording of the guarantee shall be as indicated in C1.3.

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

This part of the Bid Specification Document consists of the following four sections:

- **Part C1: Agreement and Contract Data**

This section details the:

- form of offer and acceptance (yellow pages);
- contract data (yellow pages); and
- performance guarantee (white pages)

- **Part C2: Pricing Data**

This section details the:

- pricing instructions (yellow pages); and
- bill of quantities (yellow pages)

- **Part C3: Scope of Work**

This section details the:

- scope of work (Blue)

- **Part C4: Site Information**

This section details the:

- site information (Green)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C1: Agreement and Contract Data

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

OFFER

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

Contract Number: GSDM 67/2022

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE REFURBISHMENT, OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT WORKS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand (*in words*); and R_____

_____ (*in figures*).

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

Signature(s)

Name(s)

Capacity

for the tenderer

(name and address of the organization)

Witness signature

Witness name

Date

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data (which includes this agreement);
- Part C2 Pricing data;
- Part C3 Scope of work;
- Part C4 Site information; and
- Drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

GERT SIBANDE DISTRICT MUNICIPALITY

NAME(s): _____ (BLOCK LETTERS)

CAPACITY _____ of _____ authorized _____ agents:

SIGNATURE(s) _____ of _____ authorized _____ agents:

SIGNED at _____ on this _____ day of _____

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name _____ Signature _____

2. Name _____ Signature _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Details:

Subject:

Details:

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

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

For the Tenderer:

For the Employer:

.....	Signature
.....	Name
.....	Capacity

Name and address of organization:

Name and address of organization:

.....	
.....	
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONFIRMATION OF RECEIPT

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

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

For the Contractor:

Signature

Name

Capacity

Name and signature of witness:

Signature

Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

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

PART 1: DATA PROVIDED BY THE EMPLOYER

1. GENERAL

Clause	Description
1.1.1.13	The "Defects Liability Period" is. 36 Months on Major Civil works 36 Month on total replacement of Mechanical Equipment's
1.1.1.14	The "Due Completion Date", or time for achieving Practical Completion is 36 months .
1.1.1.15	The "Employer" is the Gert Sibande District Municipality.
1.2.1.2	The Employer's Agent address for receipt of communications and notices is: Physical Address: : Gert Sibande District Municipality – : Cnr Joubert & Oosthuise Street. : Ermelo 2350
1.1.1.26	The "Pricing Strategy" is re-measurement Contract.
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer for the following functions or duties: a) Approve extension of time. b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds.
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent work force leave around the 15 th December and the first Monday of the subsequent year for normal works but for emergency works the contract allows for all days to be regarded as normal working days.
5.3.1	The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Employer's Agent: a) Health and Safety Plan (Refer to Clause 4.3); b) Proof of registration with the Workman's Compensation Commissioner; c) Valid original copy of Tax Clearance Certificate; and d) Written acceptance of appointment.
5.3.2	The time to submit the documentation required before commencement of the Works is 7 days.
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Project Liaising Officer as nominated by the Employer.
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above for normal works.
5.12	FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Not Applicable
5.13.1	The penalty for failing to complete the Works is 0.08% of the contract amount per day, to a maximum of 5% of the contract amount.
5.14.1	The requirements for achieving Completion: Completing the activities assigned
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.
6.8.2	The Contract Price Adjustment Factor shall not be applied to this Contract.
6.8.3	Price adjustment in the cost of special materials shall be not applied to this Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 80% (if plant is fabricated or stored on other places than the Site).
6.10.3	The limit on retention is 0% of the Contract Price – Not applicable
8.6.1	The following insurances shall be effected and maintained in the joint names of the Employer and Contractor:
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and
8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one to three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

[]

Contractor

[]

Witness 1

[]

Witness 2

[]

Employer

[]

Witness 1

[]

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

1. GENERAL

Clause Description

1.1.1.9 **Name of the Contractor:**

1.2.1.2 **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

E-Mail:

Telephone No: Fax No:

6.2.1

Type of Security	Contractor's Choice. Indicate "Yes" or "No"
Cash Deposit of 10% of the Contract Sum.	
Fixed Performance Guarantee of 10% of the Contract Sum.	
Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
Retention of 10% of the value of the Works.	
Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.3 PRO FORMA PERFORMANCE GUARANTEE (Not Applicable)

GUARANTOR DETAILS AND DEFINITIONS

“**Guarantor**” means: _____

Physical address: _____

“**Employer**” means: **Gert Sibande District Municipality**

“**Contractor**” means: _____

“**Employer's Agent**” means: A Professional Registered with the Engineering Council of South Africa (ECSA)

“**Works**” means: _____

“**Site**” means: _____

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

“**Contract Sum**” means: The accepted amount inclusive of tax of R_____

Amount in words: _____

“**Guaranteed Sum**” means: The maximum aggregate amount of R_____

Amount in words: _____

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT DETAILS

Employer shall issue: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE (Not Applicable)

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

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R _____

Amount in words _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE (Not Applicable)

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES (Not Applicable)

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;
 - 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
 - 3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: _____

Date: _____

Guarantor's signatory (1): _____

Capacity: _____

Guarantor's signatory (2): _____

Capacity: _____

Witness signatory (1) _____

Witness signatory (1) _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C2: Pricing Data

PART C2: PRICING DATA

C2.1 Pricing Instructions

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.5 Project Specifications.

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

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

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

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

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

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

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

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

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

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

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated, are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification.

Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 Bill of Quantities

NOT APPLICABLE

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C3: Scope of Work

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

3.1 DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

This project forms part of the Gert Sibande District Municipality's overall development of infrastructure within the municipality's boundaries. Gert Sibande District Municipality intends to appoint suitable qualified and experienced service providers.

Most of our WWTW's within GSDM does not have sufficient capacity to properly treat the current volume of effluent that it is receiving. However, some elements require urgent intervention either through refurbishment or upgrading. This project therefore deals specifically with the refurbishment and upgrading of various elements within the WWTW within GSDM to accommodate current and future sewage loadings produced by the abovementioned areas over the project design horizon.

C3.1.2 OVERVIEW OF THE WORKS

The Wastewater Treatment Works (WWTW) is located on all 7 local municipalities within Gert Sibande District Municipality (GSDM).

The Works will also comprise of the appointment of a service provider the refurbishment, operation and maintenance of the wastewater treatments works within Gert Sibande District Municipality for a period of 36 months.

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities, which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.2.1. Extent of the Works

The work to be executed under this contract includes inter alia, for the supply of all prescribed materials, the plant and labour involved for the construction of the following, and not limited to the same for:

Inlet Works

- The removal of the existing bar screening in the screening chamber,
- The installation of new fine bar screen bar (8mm spacing) manufactured from stainless steel Type 304. The bars will be 8mm thick by 40mm wide.
- **Inlet Works - Dosing system - Sludge Management**
 - Chemical supply (1m³),
 - Metering Pumps - standby and duty (Grundfos DDA),
 - Pipe work, valves fittings for suction, delivery and flushing line (uPVC),
 - Calibration tube,
 - Electrical cabinet with changeover switch (connection and wiring).
- **Primary Setting Tank**
 - Removal of baffle and weir plates,
 - Install new raised baffle and weir plates (550mm higher) manufactured from stainless steel Type 304,
- **Activated Sludge Reactor**
 - Removal of existing mixers,
 - Removal of axial flow pumps,
 - Installation of Anaerobic mixer paddle mixers - vertical shaft type,
 - Installation of Anoxic mixer paddle mixers - vertical shaft type,
 - Installation of weir plates for flow control on axial flow pumps manufactured from stainless steel Type 304,
- **Secondary Settling Tanks**



Contractor



Witness 1



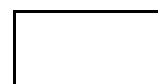
Witness 2



Employer



Witness 1



Witness 2

- Slipping upgrade manufactured from stainless steel Type 304,
- Removal of bottom scrapers, and
- Installation of new upgraded bottom scrapers as per the mechanical engineer’s requirements.
- **Emergency Storage Tank**
 - Scum removal, and
 - Drain and sludge removal, and
- **Electrical Installations**
 - All internal cables and wiring,
 - Old MCC To Main DB
 - Plant Supply Cable
- **Backup Power Supply**
 - Installation of new AMF panel and controller,
 - Installation of new cables from AMF to alternator,
 - Installation of new battery and battery cables,
- **Ancillary Works**
 - Provision for 1m wide stormwater “V” drain from the existing operator’s storage room to the inlet headwall at the pipe culvert,
 - Stone pitching at the outlet of pipe culverts, and
 - The construction of a new guard hut (12m²) at the entrance to site.
- **Operations and Maintenance Contract**
 - An O&M Contract for a minimum period of 36 months is proposed and personnel in accordance with Table A3 in the functionality are to be provided on for a 24 hour period.

Emergency and nor Unscheduled Maintenance Work

The appointed panel of service providers will be required to respond to callouts on a 24/7/365 basis. Allowance shall be made in the SOQ for:

- Emergency response (within 24 hrs),
- Urgent response (within 24 hours),
- Routine response (extra over during normal for works other than Scheduled Maintenance Work)

Training and classification of existing operators

The intended objective of this project is also to mentor the operators on the following:

- 24 Daily operation duties,
- Control plant and achieve effluent quality and operations,
- Maintenance checks,
- Chlorine cylinder change and setting dosing rate vs inflow,
- Sample taking,
- Data recording,
- The training provided by the SP should provide operators with some form of certification required by DWS to operate various Work Class Water and Wastewater Treatment Works.

GSDM requires chemicals for the Purification of Wastewater at the WWTW for a period of 36 months. The successful bidder/s will be responsible for the Supply, Delivery, and Offloading of the Purification Chemicals.

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Specification Requirements	
ITEM	SPECIFICATION
5.1 Chlorine Gas: 70 kg Cylinders	Accredited training in the safe handling of Chlorine (Practical and Theoretical) for 20 persons must be provided by the Successful Bidder. The cost thereof will be for the successful bidder.
5.2 Ferric Sulphate	Specific Gravity: 1.3 min to a max of 1.6
5.3 Cationic Emulsion Polyacrylamide (Chemfloc AOGE)	Packaged in 1m ³ containers in SG1.1

C3.1.2.2 Location of the Works

Location of site

The Wastewater Treatment Works (WWTW) is located on all 7 local municipalities within Gert Sibande District Municipality (GSDM).

C3.1.3 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour-Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the site;
- Hand proving for service detection
- Laying of the sectional pipe works.
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- Construction of air valve, meter chambers, scour valve and isolation valve chambers
- Mixing and placing of concrete work;
- Installation of pipe markers along pipeline route

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.1.4 Sub-Contracting

C3.1.4.1 Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer.

C3.1.4.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.

C3.1.4.3 As required by Clause 4.4.5 of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc. unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.4.4 The Project Manager from the Employers side may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.1.3 above.

The Engineer shall monitor progress achieved with sub-contractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.5 Construction and Management Requirements

C3.1.5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.5.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

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

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

C3.1.5.3 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.

C3.1.5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

C3.1.5.6 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

• **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 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.

• **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 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.

C3.1.5.7 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 benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.1.5.8 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

C3.1.6 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.7 Overhaul

Overhaul has been provided for, provisionally in this contract. Payment for overhaul on this contract shall be made on Engineer's approval only.

C3.1.8 Site Facilities Available

C3.1.8.1 Location of Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.8.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.8.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.8.4 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

C3.1.9 Features Requiring Special Attention

C3.1.9.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed through residential areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.9.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours' notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

C3.1.9.4 Care of the Site

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

C3.1.9.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.10 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

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 employees.

C3.1.12 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians, technical staff and the user department, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.13 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

C3.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 8 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.1.15 Requirements for Accommodation of Traffic

General

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Access to site includes a rail crossing across an operational railway line. The contractor shall be responsible for ensuring that safety is adhered to and Transnet Rail is informed of such Works prior to undertaking the construction.

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

Basic Requirements

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

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

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

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

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

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

C3.1.11 Community Liaison and Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 10 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.16 Open Trenches

Trenches may not be left open during the builder's holidays and shall be safe-guarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.17 Statutory Regulations

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989.

A time-related and a fixed-charge item have been provided in Section 1 and Section 2 of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.18 Safety

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) The Principal Contractor must do a Risk Assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required, to ensure compliance with the requirements of the Act at all times;
- (f) Implement all necessary measures to ensure compliance with the Act by all sub-contractors engaged by the Contractor and their employees engaged on the works;

GSDM discourages fraud and corruption.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

(g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2.1 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2."

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the Construction Regulations and OHS Specifications.

C3.1.19 Safety Officer

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations 2014, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. He shall also be registered as a Construction Health and Safety office with a recognised Statutory Body. The Contractor shall submit details of the proposed personnel.

C3.1.20 Source of Material/Borrow pit

The contractor will be held responsible for locating legal, licenced and approved sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

C3.1.21 Photographic Record

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be affected by the construction activities and forwarded to the Engineer prior to the commencement of Works.

No provision has been made in the Schedule of Quantities for this item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

C3.2.1 Design

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

C3.2.2 Employer’s Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

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

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

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

C2.3.1.1 Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.”

The Drawings prepared by the Employer for the permanent Works are listed below and bound in the tender document. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.3 PROCUREMENT

C3.3.1 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor’s obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor’s key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“Key personnel” means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavors and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.2 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance. The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor. The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

The CLO shall attend all site and other meetings concerning the project. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.

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

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times
- Company policy regarding Rain time
- Sickness and absenteeism
- Disciplinary matters
- Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

COLTO	:	STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR SOUTH AFRICA ROAD AUTHORITIES OCTOBER 2020. CHAPTERS 1, 2, 3, 4, 5, AND 6.
SANS 1200 A	:	GENERAL.
SANS 1200 C	:	SITE CLEARANCE.
SANS 1200 D	:	EARTHWORKS.
SANS 1200 DB	:	EARTHWORKS (PIPE TRENCHES).
SANS 1200 DK	:	GABIONS AND PITCHING.
SANS 1200 G	:	CONCRETE (STRUCTURAL).
SANS 1200 H	:	STRUCTURAL STEELWORK.
SANS 1200 HA	:	STRUCTURAL STEELWORK (SUNDRY ITEMS).
SANS 1200 HC	:	CORROSION PROTECTION OF STRUCTURAL STEELWORK.
SANS 1200 L	:	MEDIUM-PRESSURE PIPELINES.
SANS 1200 LB	:	BEDDING (PIPES).
SANS 1200 LC	:	CABLE DUCTS.
SANS 1200 LD	:	SEWERS.
SANS 1200 LE	:	STORMWATER DRAINAGE.
PARTICULAR SPECIFICATION PA: FENCING.		
PARTICULAR SPECIFICATION PD: BUILDING WORK.		
PARTICULAR SPECIFICATION PE: CONCRETE PAVEMENTS.		
PARTICULAR SPECIFICATION PI: PUMPING EQUIPMENT.		
PARTICULAR SPECIFICATION PJ: SUBMERSIBLE PUMPING EQUIPMENT.		
PARTICULAR SPECIFICATION PK: GENERATOR INSTALLATION		
PARTICULAR SPECIFICATION PS: ELECTRICAL INSTALLATION.		

C3.4.1.3 The term “project specifications” appearing in any of the SANS 1200 standardised specifications must be replaced with the terms “scope of work”.

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section **C3.4.2**.

C3.4.2 Variations and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.3 EPWP labour intensive specification

C3.4.3.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period of 18 months of project duration, are registered for training towards, the skills programme outlined in Table 1.

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 of 18 months of project duration to 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 of 18 months of project duration be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		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 Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		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 Progress.	Skills Programme against this single unit standard

C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour

1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. The rate of pay set for the EPWP for the use of local labour is set at a minimum of R150.00 per day.
3. Tasks established by the contractor must be such that:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- i. the average worker completes 5 tasks per week in 40 hours or less; and,
 - ii. the weakest worker completes 5 tasks per week in 55 hours or less.
4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1
5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 60 % women;
 - b) 20% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

Definitions

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

Contract participation goals

The contract participation goal is **30%** of the total contract value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

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

C3.4.3.4 Terms and conditions for the engagement of targeted labour

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

C3.4.3.5 Variations to SANS 1914-5

1. The definition for net amount shall be amended as follows:

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

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

C3.4.3.6 Training of targeted labour

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- b. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- d. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- e. The contractor shall do nothing to dissuade targeted labour from participating in training programs.
- f. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
- g. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C3: Scope of Work

Particular Specifications

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.4 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of

a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PSA 2: INTERPRETATIONS

PSA 2.3: Definitions

(a) General

Add the following definitions:

General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract.

Specified: As specified in the Standardized Specifications, the Drawings or Project specifications.

(c) Measurement and Payment:

Replace the definitions for fixed charge, time-related and value-related charge, with the following:

Fixed charge: A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.

PSA 3: QUALITY OF MATERIALS

PSA 3.1 Add the following:

All materials used in this Contract shall be the official SANS mark where applicable.
All materials shall be new and of the best quality available unless otherwise specified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 3.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the Specifications and Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from Drawings issued for tendering purposes only, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

PSA 4: PLANT

PSA4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following:

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include an air-conditioned facility with furniture suitable for the use during site meetings, accommodating 12 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service and shall be deemed to be included in the preliminary and general.

PSA 5: CONSTRUCTION

PSA 5.1: SURVEY

PSA 5.1.1: SETTING OUT OF WORKS

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary.

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5.3 Protection of Structures

Add the following provision to clause 5.3:

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

Add the following provisions to Clause 8.3.8

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.7 SAFETY

Add the following to this Clause:

CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

- The Factories, Machinery and Building Work Act (Act 22 of 1941)
- The Explosives Act (Act 26 of 1956)
- The Mines and Works Act (Act 27 of 1956)
- The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small – diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).

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.

- (a) Appointment of a Construction safety officer
- (b) Instituting a Health and safety committee in terms of Sections 17 and 18 of the OHSA)
- (c) Appointment of Health and safety representatives (in terms of Sections 17 and 18 of the Act)
- (d) Confirming the Contractor's position in relation to the Employer (Client) (Regulation 4)
- (e) The Principal Contractor and Contractor (Regulation 5)
- (f) Supervision of construction work (Regulation 6)
- (g) Risk assessment (Regulation 7)
- (h) Fall protection (Regulation 8)
- (i) Structures (Regulation 9)
- (j) Formwork and support work (Regulation 10)
- (k) Excavation work (Regulation 11)
- (l) Demolition work (Regulation 12)
- (m) Tunnelling (Regulation 13)
- (n) Scaffolding (Regulation 14)
- (o) Suspended platforms (Regulation 15)
- (p) Boatswain's chairs (Regulation 16)
- (q) Material Hoists (Regulation 17)
- (r) Batch plants (Regulation 18)
- (s) Explosive powered tools (Regulation 19)
- (t) Cranes (Regulation 20)
- (u) Construction vehicles and mobile plant (Regulation 21)
- (v) Electrical installation and machinery on construction sites (Regulation 22)
- (w) Use of temporary storage of flammable liquids on construction sites (Regulation 23)
- (x) Water environments (Regulation 24)
- (y) Housekeeping on Construction sites (Regulation 25)
- (z) Stacking and storage on construction sites (Regulation 26)
- (aa) Fire precautions on construction sites (Regulation 27)
- (bb) Construction welfare facilities (Regulation 28)

i) The foregoing is a summary of parts of the Construction Regulations applicable to all construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

projects.

- ii) *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 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his 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.

PSA 5.9 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 5.10 SITE MEETINGS

The contractor will be required to attend site meetings, normally held fortnightly, to discuss general progress, quality of work, problems, claims, payments, etc.

PSA 6: TOLERANCES

PSA 6.2 General

Add new sub clause 6.2:

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the "authorised" dimensions, and where the actual dimensions are less than the "authorised" dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7: TESTING

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.1.1 CHECKING

Add the following:

The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.

PSA 7.2 APPROVED LABORATORIES

Add the following:

The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS (SUB-CLAUSE 7.4)

Statistical control methods will not be applied under this contract

PSA 8: MEASUREMENT AND PAYMENT

PSA 8.1.2 PRELIMINARY AND GENERAL ITEM OR SECTION

Replace the contents of this sub-clause with the following:

The Contractors tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- compensation for any of these items of work;
- Head Office, site overheads, supervision, profit and financing costs;
 - Expenses of a general nature not specifically related to any item or items of permanent or temporary work;
 - Providing facilities on site for the Contractors personnel, including offices, storage facilities, workshops; ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works; and
 - Providing facilities for the Engineer and his staff as specified in SANS 1200 A (if applicable) and these Project Specifications.

PSA 8.2.1: FIXED-CHARGE AND VALUE-RELATED ITEMS (Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.3 of the General Conditions of Contract 2015, or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;

40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;

20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC (2015).

PSA 8.2.2 TIME-RELATED ITEMS

Replace the contents of this sub-clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1: STANDING TIME COSTS DUE TO RIOT, ETC. FOR THE CONTRACTOR'S TOTAL OPERATION.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon.

The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

PSA 8.2.5 PRINCIPLES FOR SAFETY (NEW CLAUSE)

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.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in Clauses PSA 5.7 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However, should it be necessary to appoint a dedicated Construction Safety Officer in terms of Clause PSA 5.7 on the instruction of the Inspector of the Department of Labour, as ordered by the Engineer, payment will be considered for such appointment.

b) Records and Registers,

The keeping of health and safety-related records and registers as described in PSA 5.7 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.

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS:

Replace the items with the following:

PSA 8.3.1: Fixed Preliminary and General Charges.....Unit : Sum

The sums tendered shall include full compensation for all fixed preliminary and general charges as described in SANS 1200 A sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1

PSA 8.3.1: Value-related Preliminary and General Charges.....Unit : Sum

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in SANS 1200 A sub-clause - 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1.

PSA-8.3.2 ESTABLISHMENT OF FACILITIES ON THE SITE

PSA 8.3.2.1 Facilities for Employer’s Agent

The Contractor to provide one furnished site office for the use of the Employer’s Agent and his representative sage to the requirements of SANS 1200 AB 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer’s Agent Representative. These amounts shall be payable by the Contractor to the Employer’s Agent according to the provisional sums allowed and upon receipt of a tax invoice for such amounts.

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer’s Agent. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions or similar approved.

a) Cellular Telephone

No cellular telephone has to be provided for the Employer’s Agent Representative for the duration of the contract. Measurement and payment shall only be made for the relevant time related item.

b) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer’s Agent’s specifications, complete with dimensions, wording and specifications as prescribed, within one month form the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed before the last payment certificate shall be approved.

The sum tendered shall cover all costs as specified in Sub-clause 8.3.2.3 of SANS 1200 A to provide the facility as specified in Clauses PSA 8.3.2.1.

PSA 8.3.5 Cost of Survey in Terms of the Land Survey Act

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to setting out the works and for the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

PSA 8.4 Scheduled Time-related Items:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in SANS 1200 sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.2.

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organization as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

Replace the items with the following:

PSA 8.4.1 Time-related Preliminary and General Charges.....Unit: Sum

PSA 8.4.2 OPERATION AND MAINTENANCE OF FACILITIES ON SITE

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the General Conditions of Contract (2015).

PSA 8.4.2.1 Facilities for Employer

a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs up to R1000.00/month all-inclusive.

b) Name boards

Name boards shall be maintained for the duration of the Contract.

c) Survey Assistants and Materials

The contractor shall provide the following survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives.

- a) 1 x 100m steel measuring tape;
- b) Steel pegs, shovels, picks etc. which the Engineers Representative may require during the contract;
- c) 1 Theodolite with tripod and 5m staff.
- d) One complete Troxler test unit, with proof of recent calibration.

d) Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Calculation and determination of project quantities;
- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

e) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer’s Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this prime cost item to the amount of R6,500.00 per month. This service will be billed in advance and the item shall be payable to the Employer’s Agent prior to certification of the second construction payment certificate.

f) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer’s Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this prime cost item to the amount of R10,000.00 per month. This service will be billed in advance and the item shall be payable to the Employer’s Agent prior to certification of the second construction payment certificate.

PSA 8.9 Construction Monitoring

Construction monitoring costs will be claimed by the design engineer on a monthly basis for the duration of construction for construction monitoring services (Level 4 – Full time) rendered by the design engineer’s representative (ER). The ER shall:

- a) Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly according to the demand of the project;
- b) Regularly, review samples of materials and work procedures for conformity to the contract documentation and design specifications. The ER shall review regular samples of important completed work prior to covering up, or on completion as appropriate.

The Contractor will take ultimate responsibility for quality of work and remains responsible to put in place quality control processes to control its output in terms of the design specifications and requirements whereas the design engineer will conduct inspections and acceptance testing to confirm conformance to the design specifications prior to certification of the works.

PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER (Not Applicable)

Add the following sub items:

(c) Additional tests

(i) Additional land survey ordered by EngineerUnit: Provisional Sum

(ii) Percentage charges and profit on (g) (i)Unit: %

The provisional sum provided for the cost of additional survey for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

(d) Additional tests

(i) Provisional sum for additional tests ordered
by EngineerUnit : Provisional Sum

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Witness 1

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Employer

Witness 1

Witness 2

- (ii) Percentage charges and profit on (d)(i)Unit:Percentage

The provisional sum provided for additional tests ordered by the Engineer shall cover the cost of acceptance control tests specifically ordered by the Engineer to his discretion and executed by an approved commercial laboratory.

(e) Selected Sub-Contractors

- (i) Training Consultant (Provisional)Unit: Provisional Sum
- (ii) Percentage charges and profit on (e)(i)Unit : Percentage
- (iii) Review and approval of Health and Safety Plan...Unit : Provisional Sum
- (iv) Percentage charges and profit on (e)(iii)Unit : Percentage
- (v) Conduct bi-monthly Safety Audits.....Unit : Provisional Sum

The provisional sum provided for the cost of Selected Sub-Contractors for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

- (i) Provision for relocation of services or structures as directed by the engineer.....Unit: Provisional Sum
- (ii) Percentage charges and profit on (f)(i)Unit : Percentage

The provisional sum provided for the cost of repairs and refurbishments to existing water infrastructure, not damaged by the Contractor for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

- (f) Community liaison
- (i) Provisional Sum for paying Project Steering Committee members for monthly attending meetings (Provisional)Unit: Provisional Sum
- (ii) Percentage charges and profit on (d)(i)Unit : Percentage
- (iii) Community Liaison Officer.....Unit: Provisional Sum
- (vi) Percentage charges and profit on (d)(iii)Unit : Percentage

The provisional sum provided for the cost of community liaison including the cost of the project steering committee activities for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

- (e) Appointment of a Construction Health and Safety Officer
- (i) Appointment of a construction Health and Safety Officer..... Unit: Provisional sum



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The stated provisional sum shall be employed to cover the cost for the appointment of a full-time or part-time dedicated Construction Health and Safety Officer as directed by an Inspector of the Department of Labour, and as ordered by the Engineer.

Should the Construction Health and Safety Officer be selected from the Contractor's own personnel, payment will only be considered for proven competence.

Additional cost claimed by the Contractor due to the additional duties of the appointee. and approved by the Engineer.

- (g) General Compliance with the Environmental Management Plan
- (i) Contractor's general compliance to the Environmental Management Plan.....Unit: Sum

The sum tendered is for the Contractor's general compliance to Environmental Management Plan (EMP), the specifications for which are stated in **C3.1.17**

Failure to provide any item or comply with any instruction of the Responsible Person will be cause for non-payment of the whole sum and for ordering the cessation of works.

- i) Provision for total de-establishment and re-establishment within 18 months at the instruction of the Engineer (Provisional).....Unit: Provisional Sum

The provisional sum provided for the cost of de-establishment within a 24 month period on instruction by Engineer. The sum shall only be expended as required and approved by the Engineer.

- j) Provisional Sum for the provision of Personal Protective Equipment on instruction of the Engineer..... Unit: Prov Sum

The provisional sum provided for provision of Personal Protective Equipment for the Engineers' use and allocation. The sum shall only be expended as required and approved by the Engineer.

PSA 8.6 PLANT OPERATIONAL AND MAINTENANCE TRAINING OVER 12 MONTHS (PROVISIONAL)

Payment for the plant operational and maintenance training at the WTW shall be at the tendered day work rates for the months worked in training the Water Treatment Works permanent staff. Appointment of training facilitators by the Contractor shall only be made on approval by the Engineer.

- a) Instrumentation TechnicianUnit: Month
 - i) Handling Costs and profit in respect of sub item (a).....Unit: %
- b) FitterUnit: Month
 - i) Handling Costs and profit in respect of sub item.....Unit: %
- c) Technical Operator.....Unit: Month
 - i) Handling Costs and profit in respect of sub item.....Unit: %



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA8.6 PROVISIONAL SUM FOR THE PROVISION OF TECHNICAL SUPPORT ON SITE/CONSTRUCTION MONITORING TO ASSIST THE CONTRACTOR

(a) Generic Skills

(i) Training Costs..... ..Unit: Prov Sum

(ii) Handling cost and profit in respect of sub-item.....Unit: %

(b) Appointment of local student trainees for the duration of the contract....Unit: Prov Sum

(i) Management and Support costs and profit in respect of sub-item...Unit: %

Expenditure under items (a)(i) and (b) shall be made in accordance Clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage under items (a)(ii) and (b)(i) shall include full compensation for the handling costs of the Contractor and the profit in connection with his duties.

PSA 8.8.2 Accommodation of Traffic.....Unit: Lump sum

Add the following to 8.8.2

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction.

PSA 8.8.5 Cost of Survey in Terms of the Land Survey Act

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

PSA 9.1 SUBMIT DETAIL AS-BUILT DRAWINGS OF EXISTING SERVICES AND ADJUSTMENTS TO CONSTRUCTION DRAWINGS

The Contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.

PSA 9.2 DETAILED SETTING OUT OF THE WORK

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for:

$$\text{Time Related Items} \times \frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$$

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 COMPILE AND SUBMIT HEALTH AND SAFETY PLAN

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.5 Compliance with OHS Act and Regulations

(Including the Construction Regulations 2014).....Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract inter alia of the following:

- Provision and maintenance of Health & Safety File;
- Provision of construction supervisors and safety officers;
- Health and Safety training for employees and subs;
- Provision of protective clothing;
- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance.

PSA 9.6 ACCOMMODATION OF TRAFFIC (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)”

PSA 9.7 CONTROL OF WATER

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1: NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 1

PSAB 2: SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3: SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 8.2 MEASUREMENT AND PAYMENT

PSAB 8.2.3 Survey Assistant (New Clause).....hrs

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 C: SITE CLEARANCE

PSC 1 MATERIALS

PSC 1.1 DISPOSAL OF MATERIALS (Sub-clause 3.1)

All surplus material shall be dumped, levelled and spread at the areas, as indicated by the Engineer during the Site Inspection. All haul will be measured as freehaul.

PSC 2 CUTTING OF TREES (Sub-clause 5.2)

PSC 2.1 INDIVIDUAL TREES (Sub-clause 5.2)

The minimum penalty shall be R5 000, 00 per tree.

PSC 3 CLEARING (Sub-clause 5.3 and 8.2.1)

(a) The width or area to be cleared shall be the width or area required by the Contractor for excavation, stockpiling of excavated material and construction activities, subject to the prior approval of the Engineer.

(b) No structures, buildings, huts or other man-made obstructions shall be cleared without the written consent of the Engineer.

The Contractor shall, if required, leave undamaged all obstructions and vegetation further than 2 m from the pipe centre line and 5 meters from a structure. Where obstructions and trees are closer than the aforementioned distances the Engineer shall direct whether these are to be removed or not. In the latter case the Engineer shall decide on the additional compensation (if any) due to the Contractor for not disturbing the obstruction.

(c) All fencing materials shall be preserved for subsequent re-erection to the original standard by the Contractor. All damaged materials shall be replaced by the Contractor at his own cost. Items have been provided in the Bill of Quantity for planned removal and reinstatement of fences.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 D: EARTHWORKS (FOR CHANNELS)

PSD 1 BULK EXCAVATION FOR OPEN TRENCHES (SUB-CLAUSE 5.2.2.3)

PSD 1.1

All surplus material from excavations for pipework shall be removed from the site, dumped, levelled and spread at the areas as indicated by the Engineer.

PSDB 1.2

The Contractor will be required to do all soft excavations shallower than 1,0m by hand using as much labour as possible from this region. Liaison officer to assist with labour and sub-contractor negotiations and appointments. Under no circumstances will the Contractor be allowed to do excavations by machine at a depth shallower than 1,0m unless specifically agreed with the Engineer.

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSDB 2 TAKING AND TESTING OF SAMPLES (SUB-CLAUSE 7.2)

PSDB 2.1

Determination of the standard of compaction achieved shall be carried out in accordance with standard methods of testing materials of the Department of Transport, Division of National Roads, and Republic of South Africa.

PSDB 3 PROTECTION OF EXISTING SERVICES (Sub-clause 5.1.2.5)

Before excavation commences, the Contractor shall expose all existing services adjacent to or crossing the specific trenches for inspection by the Engineer. The Contractor will allow 24 hours for any adjustments of the design by the Engineer.

The Contractor will be responsible for the protection of services indicate on the drawings as well as those that could reasonably have been foreseen by the Contractor. Any payments required for a service damaged by the Contractor through a lack of diligent care would be for the Contractor's account.

The Client reserves the right to pay moneys due for such damage, and to subtract these from the Contractor's next payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 DISPOSAL OF EXCAVATED MATERIAL (SUB-CLAUSE 5.2.2.3)

PSDB 1.1

All surplus material from excavations for pipework shall be removed from the site, dumped, levelled and spread at the areas as indicated by the Engineer.

PSDB 1.2

The Contractor will be required to do all soft excavations shallower than 1,0m by hand using as much labour as possible from this region. Liaison officer to assist with labour and sub-contractor negotiations and appointments. Under no circumstances will the Contractor be allowed to do excavations by machine at a depth shallower than 1,0m unless specifically agreed with the Engineer.

PSDB 2 TAKING AND TESTING OF SAMPLES (SUB-CLAUSE 7.2)

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The Contractor will be responsible for the protection of services indicate on the drawings as well as those that could reasonably have been foreseen by the Contractor. Any payments required for a service damaged by the Contractor through a lack of diligent care would be for the Contractor's account.

The Client reserves the right to pay moneys due for such damage, and to subtract these from the Contractor's next payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB 5 CONSTRUCTION

PSDB 5.1 SAFETY AND TRAFFIC CONTROL (CLAUSE D5.1.1 AND D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer.

Where trenches cross roads, the Contractor shall arrange his work so that at least one free flowing traffic lane is available at all times and he shall direct traffic at such points until the full roadway has been reinstated. No excavations across roads shall be left open at night and access to private property shall be maintained at all times.

PSDB 5.2 DETECTION, LOCATION AND EXPOSURE OF SERVICES (CLAUSE D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PSDB 6 REINSTATE EXISTING SURFACES

a) Road Surfaces (Gravel and asphalt)

Where excavations for pipe trenches across existing paved roads are specified by the Engineer the Contractor shall stockpile the existing base and sub-base materials. If necessary the Contractor will be required to supplement the material lost during excavation. The material within 300 mm under the finished road level must be stabilized with 3 % cement and compacted to 97% mod. AASHTO density.

b) Concrete Surfaces

The Contractor shall repair all concrete surfaces to the original line, depth and level with surface finishes and concrete classes at least to the standard of the existing surfaces.

c) Paving

The contractor shall repair all existing paving to the original line and level and surface finishes at least to the standard of the existing finishes and with the same or similar paving.

The Contractor shall remove the existing pavement bricks, clean and stack them for re-use when repairing the paving. Compaction under the paving will be measured under compaction in road reserves and procedures should comply with SANS 1200 DB 5.6.2 and 5.7.2.

PSDB 7 BACKFILLING

PSDB 7.1 DISPOSAL OF SOFT EXCAVATION MATERIAL (Sub-clause 5.6.3)

When it is not possible to dispose of all surplus excavated materials as specified, the surplus shall be transported to an approved site. Written permission should be obtained should material not be spoiled within the free-haul distance.

PSDB 8 MEASUREMENT AND PAYMENT FOR COMPACTION IN ROAD RESERVES

(Sub clause.8.3.3.3)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All trenches across the road reserve will be considered to be subjected to traffic loads unless otherwise instructed by the Engineer.

SANS 1200 LB: BEDDING (PIPES)

PSLB 1 BEDDING (Sub-clause 3.3)

The classes of bedding applicable to this contract shall be Class B bedding for uPVC pipes.

PSLB 2 BEDDING MATERIALS (SUB-CLAUSE 3.4)

Suitable selected bedding material may be available from trench excavations along the route. Additional material may be obtained from borrow pits. Written permission must be obtained before importation of material.

PSLB 3 MEASUREMENT AND PAYMENT FOR SUPPLY OF BEDDING MATERIAL (SUB-CLAUSE 8.2.2)

All haulage will be considered as free haul except where prior written permission was given for overhaul by the Engineer.

PSLB 4 BEDDING CRADLE (SUB-CLAUSE 2.3)

The bedding cradle shall be all the bedding below the selected fill blanket as shown on the Drawings prepared by the Engineer.

PSLB 5 MAXIMUM TRENCH WIDTHS (SUB-CLAUSE 4.1 AND 5.2)

Trenches in general shall not exceed the widths laid down in Sub-clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any over break.

PSLB 6 MINIMUM BASE WIDTH (SUB-CLAUSE 5.2)

PSLB 6.1 BEDDING

All pipes require bedding.

PSLB 6.2 SIDE ALLOWANCE (Sub-clause 8.2.3)

The minimum base width of a trench for pipes of external diameter less than 125 mm, which can be jointed outside the trench, laid to the requirements of the specification, at a depth of 1,5 m less or more, shall be pipe diameter + 300 mm on both sides.

SANS 1200 LD: SEWERS

PSLD 1 UPVC PIPES (SUB-CLAUSE 3.1.5)

SANS 791 Heavy Duty: Class 34 (SDR 34): Pipe Stiffness 300kPa uPVC pipes shall be used with flexible joints.

PSLD 2 BEDDING MATERIALS (Sub-clause 3.4)

Suitable selected bedding material will generally be available from trench excavations along the route. Additional material may be obtained from borrow pits. Written permission must be obtained before importation of material.

PSLD 3 MANHOLES (SUB-CLAUSE 3.5.2)

Manholes shall be constructed out of 1000mm diameter precast concrete rings compliant with SANS 1294 as per clause 3.5.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLD 4 CONCRETE (SUB-CLAUSE 3.5.4)

All concrete for manhole bases and benching shall be class 20/19 and compliant with SANS 1200GA.

PSLD 5 STEPIRONS (SUB-CLAUSE 3.2.10)

All step irons shall be HDPE coated as per supplier specification and approved by Engineer on site.

PSLD 6 CONSTRUCTION (SUB-CLAUSE 5.6)

All manholes are to be precast concrete and as such caulking where pipes enter or exist manholes shall be in concrete of same strength as the base and benching.

Benching can be constructed out of 19mm stone unless if contractor prefers 13mm specified.

Manhole rings will be same size from top to bottom and no reducer will be used.

PSLD 7 RAISING OR LOWERING EXISTING MANHOLE COVERS (SUB-CLAUSE 5.8)

Where instructed manholes may be raised to protrude up to 300mm above ground level. The same cover should be utilised. Only in roads shall manholes be finished flush with the road level.

PSLD 8 TESTING (SUB-CLAUSE 7.2)

Sewers shall be subjected to air tests.

The Engineer may require water tightness tests for specific manholes.

PSLD 9 MEASUREMENT AND PAYMENT (SUB-CLAUSE 8.1)

All haulage within 5km radius of activity will be considered as free haul. Prior written permission shall be given for overhaul by the Engineer and items have been provided in the Bill of Quantity for this.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C3: Scope of Work

Particular Specifications

**Occupational Health and Safety Specification for Principal Contractors and Contractors
for Construction Work**

Contractor

Witness 1

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Employer

Witness 1

Witness 2

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Appendices (Annexure©)

A	Notification of Construction Work
B	Appointment Form [Example]
C	Recording and Investigation of Incidents
D	Agreement with Mandatories

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. Introduction

In terms of Construction Regulation 7 this document describes the health and safety specifications required for any principal contractor whom is making a bid for or whom has been appointed to perform construction work on behalf of the client. [Ref. CR 5(1)(a)]

- A principal contractor is required to compile their Health and Safety Plans based on these specifications detailed and referred to, in this document.
- In other words, the Health and Safety Plan must specify how the Principal Contractor will control and manage all health and safety aspects on the construction site.
- The Health and Safety Plan must be relevant to the construction work being carried out and if possible refer to the numbering system of this document.
- A principal contractor is to ensure that these specifications are communicated to all contractors under his/her agreement.

2. Reference Documents

The following documents are referred to:

- 2.1. Occupational Health and Safety Act, (Act No. 85 of 1993) - [OHSA] and Regulations.
- 2.2. The Construction Regulations 2014
- 2.3. Civil Drawings as below:
- 2.4. Compensation for Occupational Injury and Diseases Act – [COIDA]

3. Scope of Work

Detailed Description of work to be carried out

- Earthworks
- Excavations
- Vehicle & Mobile Plant
- Concrete Works
- Support and Formwork
- Structures
- Electrical Works

List of plant, machinery and tools to be used during the project:

- Construction & Mobile Plants
- Hand Tools
- Portable Electrical Tools
- Ladders
- Further Information to be provided by contractor

List of Major hazards identified in the design risk assessments:

- Working at Heights
- Earth Works & Excavation
- Deep excavation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Construction vehicles and Mobile plants
- Pouring Concrete
- Use of Power Tool
- Structures / False Work
- Shuttering
- Steel work

4. Definitions

The following definitions apply. (Abbreviations and legal references in brackets where applicable):

Construction Work

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification, Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Construction Supervisor [CR 8(7)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Construction Plant

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, dewatering equipment and road vehicles with or without lifting equipment

Contractor

Means an employer who performs construction work and includes principal contractors and sub- contractors.

Health and Safety Plan (HSP)

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The plan shall be applied from the date of commencement of and for the duration of construction work.

Health and Safety File (HSF)

The file holding all documentation and records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries (DI"s) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Disabling Injury Severity Rate (DISR)

The number of days lost due to DI"s multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Confined Space

An enclosed, restricted or limited space in which, because of it's construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

5. Responsibilities of Contractors for Construction Work

5.1. Notification of Intention to Commence with Construction Work

The principal contractor shall notify the Provincial Director of the Department of Labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

The notification must be completed in the **Annexure A** form and a copy of the proof of fax or delivery to the Department of Labour to be kept in the Health and Safety File for inspection by an inspector, the client or an employee.

5.2. Principal Contractor's Responsibilities

- **Compile a Health and Safety Plan**
- **Ensure co-operation between all contractors to comply to the Act and the Regulations 2014**
- **Ensure compliance to the Act in terms of:**
 - a) Provide relevant sections of these specifications to contractors as required
 - b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed
 - c) Ensure each contractor's Health and Safety Plan is implemented and maintained on site
 - d) Stop any contractor from work which is not in accordance with Health and Safety Plan's or which pose a threat to health and safety of persons

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered and in good standing with the Compensation Commissioner.
- g) Ensure potential contractors have made provision for the cost of health and safety measures. Negotiate and approve the Health and Safety Plan of each contractor.
 - All Health and Safety Files including the principal contractor's to be available on site.
 - A consolidated Health and Safety File to be handed over to the client on completion of construction including records of drawings, designs etc.
 - Health and Safety File to include updated list of all contractors, the agreements and their type of work.

5.3 Contractor's Responsibilities (including sub-contractors)

- Provide their Health and Safety Plan to the principal contractor.
- Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor.
- No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work.
- To provide any information which affects the health and safety of any persons at work to the principal contractor.

5.4 Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the Health and Safety File. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSACT. It should be noted that these represent a complete list and not all these appointments may be required:

Construction Regulations

Reg.	Appointment	Appointee	Competency Required
CR 7 (1)	Principal Contractor	16(2) for the company	Curriculum Vitae on file and Supervisor training (legal liability)
CR 5 (3b)	Contractor	Competent person	Proof of induction
CR 8 (1)	Contracts Manager	Competent Person	Certificate & CV
CR 8 (2)	Assistant Construction Manager	Competent Person	Certificate & CV
CR 8 (7)	Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 8 (8)	Assistant Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 8 (5)	Safety Officer	Competent person	Curriculum Vitae on file and SAMTRAC and registration with Professional Body
CR 9 (1)	Risk Assessor	Competent person	Curriculum Vitae on file and HIRA or similar
CR 10 (1)	Fall Protection Planner	Competent person	Curriculum Vitae on file and Fall Plan Developer

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CR 12 (1)	Temporal Works	Competent person	Curriculum Vitae
CR 13 (1)	Excavation Work Inspector	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 23 (1j)	Construction Vehicle Inspector	Competent person	
CR 23 (1d)	Construction Vehicle Operator	Competent person	Certificate of Competency for relevant construction vehicle
CR 28 (a)	Stacking and Storage Supervisor	Competent person	
CR 29 (h)	Fire Equipment Inspector	Competent person	
CR 29 (i)	Fire Team Members	Competent person	Fire Fighting Certificate

OHS Act

Reg.	Appointment	Appointee	Competency Required
OHSA 17 (1)	Health & Safety Rep	Nominated employee	Health and Safety Representative Certificate
OHSA 19 (1)	Health & Safety Committee Member	Management representative	Curriculum Vitae on file and Supervisor training (legal liability) and IRCON or similar
GAR 9 (2)	Incident Investigator	Competent person	Curriculum Vitae on file and RCAT or similar
GSR 3 (4)	First Aider	Competent person	First Aid Certificate
GSR 13	Ladder Inspector	Competent person	In house Training
DMR 18 (11)	Lifting Equipment Operator	Competent person	Code 1, 2, 3, 32, 33, 35 or 46
DMR 18 (5)	Lifting Equipment Inspector	Competent person	
	Hand Tools Inspector	Competent person	In house Training
	Pneumatic Tools Inspector	Competent person	In house Training
EMR 9(4)	Portable Electrical Equipment Inspector	Competent person	

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file. An example of an appointment form for a Construction Supervisor can be found under

Annexure B.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Documentation and Procedures

All required documentation for the construction work, shall be kept in the Health and Safety File, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date.

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

1. Company insurances and information

- Letter of good standing
- Public liability
- Emergency contact numbers
- Notification of construction work
- Company organogram
- Health and Safety policy
- HIV & Aids Policy
- Drug & Alcohol policy
- Personal Protective Equipment Policy

2. Health and safety plan and specifications

3. Appointments

4. Inspection registers and checklists

5. Risk assessments

- Risk matrix
- Risk assessments
- Method statements
- Record of internal training
- Review of risk assessments

6. Safe work procedures

- Safe Working procedure training
- Planned task observations
- Emergency procedures
- Fall protection plan
- Permits to work

7. Incident management

- WCL2 forms
- Annexure 1 forms
- Injury on duty reporting and investigation procedure
- Resumption reports

8. Training records and medical fitness certificates

- Certificates of formal training
- Induction training records
- Medical fitness certificates for all employees

9. Audits

- Client's Health and Safety audits
- Site inspection reports
- Site safety instructions

10. Contractor control

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- List of contractor's and type of work
- Contractor appointments
- 37 (2) agreements

11. Health and safety communication

- Toolbox talks to be held weekly
- Health and Safety notice board
- Schedule D
- Memo's to employees

12. OHS Act and Regulations 2014

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Application of COIDA and OHS Act to Construction Work

6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and an updated letter of good standing with the Compensation Commissioner or a licensed compensation insurer.

6.2 Occupational Health and Safety Policy

- Every contractor's Occupational Health and Safety Policy statement should be available for scrutiny and as evidence of their commitment their employees' occupational health and safety and the environment.
- Every contractor's Occupational Health and Safety Policy statement is to be signed off by the Chief Executive Officer.
- Proof of communication to all is to be available on requests.

6.3 Health and Safety Training and Competency

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

6.3.1 Induction Training

- The principal contractor shall be responsible to co-ordinate all inductions on site to ensure that no contractor allows or permits any employee/s or person/s to enter any construction site , unless such employee, visitor or person has undergone induction training which is pertinent to the hazards prevalent on the site at the time of entry.
- Every employee, visitor or person on site shall be in possession of proof of the Health and Safety induction.
- Records of attendance shall be kept on the Health and Safety file for the duration of the contract.

6.3.2 Awareness Training

- Awareness training to be carried out weekly in the form of Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.
- All attendees are to be made to sign an attendance register and such register is to be held on the Health and Safety file for the duration of the project.

6.3.3 Competency and CV's

- All supervisors and where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the Health and Safety file. (Reference can be made to pages 10, 11 and 12 of this document).
- Other training requirements such as those identified through the High-risk Assessment process, to be completed and proof of that training also kept in the Health and Safety File.
- Where competency is achieved through experience, a brief CV will be required.

6.3.4 Specific OH&S training

- Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Fighters etc.

6.3.5 Medical Fitness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All work in elevated positions [tower crane operators, workers on elevated structures requiring fall protection, suspended platform workers and;
- Operators of construction vehicles and mobile plant require certificates of physical and psychological fitness carried out by an occupational medical practitioner.
- All employees who are employed in a construction site must have medical Fitness done by an Occupational Health & safety Practitioner before commencement of work.
- No employee will be allowed to perform any duties except deemed to be medical fit to do so.

6.4 Health and Safety Reps [OHSA 17 and 18]

- Where 20 or more employees are employed at a workplace, one health and safety representative shall be appointed in writing.
- The Principal Contractor shall ensure that a minimum of one health and safety representative is appointed for ratio of each 50 employees employed.
- Each health and safety representative shall be in possession of a certificate of competency.
- The employer is to ensure that a delegation process has been followed and recorded in term of the requirement of General Administrative Regulation 6
- Monthly checks are to be conducted by the appointed representatives in their designated areas and all finding are to be recorded in a register. Such register is to be held on the health and safety file for the duration of the project.
- Health and Safety Representative are to investigate any staff complaints and ensure that documented feedback is forwarded to the respective managers.

6.5 Health and Safety Committee [OHSA 19 and 20]

- Where two or more representatives have been appointed the employer shall ensure that a health and safety committee is formed.
- The number of management representatives shall not outweigh the number of representatives.
- Meetings shall be held at a minimum of three monthly.
- Minutes of such meeting shall be kept and place on the health and safety file for the duration of the project.
- A register of attendance is to be kept of attendees at such meetings; such a register is to be attached to the minutes.

6.6 General Record Keeping

All contractors shall ensure that all Health and Safety records, required by OHSA and Regulations are kept up to date for reference purposes and auditing.

6.6.1 Inspections

- All contractors shall keep all records of inspections undertaken during the duration of the project.
- An example of the total list of minimum legally required inspections can be found under **Annexure C**.
- An assessment list must be draft of what inspections are required and their frequency.
- The principal contractor is responsible to ensure compliance to this requirement by all contractors.

6.6.2 Audits

- The client's agent shall carry out regular audits on the principal contractor at least once per month.
- Principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Principal contractor is to draft a table which reflects contractors company name, description of work, dates of audits and scores achieved.
- The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

6.7 Incident management and emergency plans

- The principal contractor shall create an Emergency Plan for the construction site.
- The plan is to be clearly displayed in conspicuous locations around the site.
- The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no."s etc.
- The plan shall be fully explained to all personnel during the induction training.
- All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place

6.7.1 First Aid [GSR 3]

- Where an employer has 5 or more employees in his employment, he/she shall ensure that at least one first aid box is made available in the workplace.
- Such first aid box is to be stocked covering the 18 items addressed in the Annexure attached to the General Safety Regulations as a minimum requirement.
- Where an employer has 10 employees or more in his/her employment, he/she shall ensure the at least one person readily available at the workplace whom is in possession of a valid first aid certificate.
- Every employer shall ensure that a minimum of one trained persons is made available for every 50 person in the workplace.
- All identified hazardous chemical are to have a material safety data sheet which is to be kept for first aid emergencies in the first aid box.
- All special needs addressed in the Material Safety Data Sheets are to be made available in addition to stock required in the Annexure.

6.7.2 Incidents and Injuries

Incidents

- A record of all incidents which have occurred shall be opened and held open until the handover of the project.
- All incidents such as near misses, unsafe situations, first aid injuries, etc shall be investigated fully and the result of such investigation shared with the Health and Safety Committee.
- The employer shall ensure that an investigation team is formulated which will consist of management representative, safety representative and an employee representative as a minimum requirement.
- All incidents that occur shall be filtered into a statistic format which is to determine the sites Incident Rate. Such rate is to be shared with all employees and all contractors on a monthly basis.
- Exclusion of incidents in record keeping shall result in fines being issued.

Injuries

- A first aid register is to be held in the first aid box as to record all first aid injuries that may occur.
- An injury on duty procedure is to be created which detail the process of treating an injured and methodology which may be use in order to ensure their safe arrival at a local hospital.
- All injuries are to be recorded in an Annexure 1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.7.3 Accident and Incident Reporting and Investigation

Should an incident or accident investigation need to be conducted, the appointed incident investigator (competent person with a valid certificate of training on file) shall conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. A copy of this annexure can be found under **Annexure D** in this document.

Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the Department of Labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the client and contractors.

The client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

6.8 Contractors and suppliers [OHSA 37(2)]

The client shall enter into an “Agreement with Mandatory” in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors, a copy of which can be found under **Annexure B**. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonably practicable including any contractor pack for the project, should they not be contained in the safety specification.

The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

6.9 Personal Protective Equipment, Intoxication, Signage and Access Control [GSR 2]

6.9.1 Personal Protective Equipment (PPE) [GSR 2]

- The principal contractor shall through the Risk Assessment process identify all specific PPE needs per each activity. Such identified PPE shall be captured in the form of a PPE matrix and displayed in the site office. Such matrix is to make reference to the task and the specific PPE requirements required to do the task.
- All Contractors will be responsible for the issuing of the required PPE as identified by the matrix.
- Should PPE be lost or stolen, then the employee will be issued with new PPE.
- No person/s shall be permitted entry into the site unless they are properly equipped with the required PPE as identified in the matrix.
- Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement.
- Training in the use, care and limitation of such PPE is to be provided and proof of such training is to be held in the health and safety file.
- Visitors shall be informed of PPE requirements **prior** to their visit so that they may make necessary arrangements to ensure their arrival well equipped with the correct PPE.

6.9.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs. It may become necessary from time to time for contractors and their workers could be required to do a breathalyser test before entering the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.9.3 Display of signs [GSR 2B]

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

6.9.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the „employer“ on the site and for all intents and purposes is responsible for section 8 of OHSA for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation security reasons

The principal contractor shall post conspicuous notices at the site informing all those entering the site of these requirements

6.10 Ladders [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder work:

- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- No person is permitted to work longer than 15 minutes on a ladder. Should work take longer than 15 minutes to complete then alternative means of elevation is to be used.
- Ladders shall be inspected a minimum once per month and results recorded in a register by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

6.11 Portable Electrical Tools [EMR 9]

This regulation shall be complied to as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc, shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance the HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to compliance.
- The Construction Supervisor shall ensure the required PPE is used.

6.12 Permit to work

The permit holder shall be responsible to ensure that:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All work being carried out on the site has been approved through the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work)

6.13 Work in confined spaces

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place

7. Application of the Construction Regulations [CR]

[Please note: this is not the complete list. Item 7.1 is compulsory and the rest are applicable if relevant to the work being carried out]

7.1 Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]

- The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP for the project.
- A copy of the HIRA shall be made available for viewing to the client's agent and shall be kept in the Health and Safety File.
- The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

The control of several of these risks may be specified in the OHSA does not mean that the HIRA exercise does not have to be carried out.

6.2 Fall Protection [CR 10]

Section 1 (a) of this regulation states that a contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan. The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

6.3 Structures [CR 11]

The appointed civil contractor shall meet the requirements of this regulation. Attention is drawn, which requires the designer to inspect the structure at appropriate times and the record of these inspections to be available on site.

6.4 Excavations [CR 13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to section 3 (h), the records of which must be available on site.

6.5 Construction vehicles and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their vehicles and mobile plant to these regulations. This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off staff.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular, attention is drawn to the competence and fitness of the operator [section 1 (d)] and the inspection of the equipment [section 1 (j)]

6.6 Temporal Electrical installations[CR 24], including [EIR] and [EMR]

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24 (d) and (e) respectively.

6.7 Water Environments [CR 26]

The requirements of this regulation shall be met.

6.8 Housekeeping [CR 27] including [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

6.9 Stacking of Materials [CR 28] including [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

6.10 Fire Precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (l)) the details of which will be imparted to contractors, visitors etc through the site induction.

6.11 Construction welfare facilities [CR 230]

The principal contractors shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Sheltered eating area
- Adequate toilets
- Hand wash facility
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and clearly regularly.

8 Site-specific and Design Risks

Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction and/or demolition process, as well as the hazards identified and listed below.

The following jobs or activities are classified as High

- Confined Space Entry
- Excavation
- Construction vehicles and mobile plant
- Traffic accommodation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Pouring Concrete
- Working at Heights

8.1 Hazard Identification and Risk Assessment Methodology

8.1.1 Baseline Risk Assessment

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

8.1.2 Task risk assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

8.1.3 Definitions

<i>Term</i>	<i>Meaning</i>
HAZARD:	Anything that can cause harm
RISK:	The chance, great or small, that someone will be harmed by the hazard
CONSEQUENCE:	The possible outcome of an accident / incident, e.g. broken leg, explosion
PROBABILITY:	The possibility of the accident / incident occurring

8.1.4 Risk assessment

The following evaluation must be used to determine risk:
Probability X Consequence = RISK

Risk Matrix:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Risk Matrix:

Consequence (Impact)	(3) Critical (Fatal/Permanent Disabling Injury)	(3) Medium risk	(6) High risk	(9) CRITICAL
	(2) Major (Temporary Disabling Injury)	(2) Low risk	(4) Medium risk	(6) High risk
	(1) Manageable (Minor/first aid)	(1) Low risk	(2) Low risk	(3) Medium risk
		(1) Remote (<10%)	(2) Possible (10-50%)	(3) Likely (>50%)
		Probability (Likelihood)		

RED = High Risk (6 – 9)
 ORANGE = Medium Risk (3 – 4)
 GREEN = Low Risk (1 – 2)

Activity	Hazard	Risk Eval.	Precautions and Control Measures
1. Describe task	Hazard 1	9, 6, 4, 3, 2, or 1	<ol style="list-style-type: none"> 1. Eliminate the risk 2. Control the risk at its source 3. Follow a safe working procedure 4. Provide PPE
	Hazard 2		<ul style="list-style-type: none"> • Precaution 1 • Precaution 2 • Etc.

8.2 Site-specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.2.1 Traffic – restrictions, existing systems, site traffic

Traffic accommodation must be arranged with the principal agent.

8.2.2 Site security and access –

This is controlled by the individual contractor responsible.

8.3 Design risks

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.3.1 Excavations

8.3.2 Traffic Accommodation

8.3.3 Vehicle and mobile plants

9 Fines and Penalties

9.1 Minor Health or Safety Transgression

Not wearing PPE; e.g. safety helmet, eye protection, high visibility vests or foot protection. Fine: R1000-00 will be issued to the contractor.

9.2 Serious Health or Safety Transgression

Not contributing to good housekeeping practices, improper stacking and storage, lack of supervision on site, failure to carry out risk assessments for tasks or activities, failure to carry out toolbox talks, failure to train employees in risk assessments and/or safe work procedures, failure to issue PPE to employees. Fine: R2000-00 will be issued to the contractor

9.3 Major Health or Safety Transgression

A life-threatening activity, condition, act or contribution by an employee in creating an unsafe working environment for himself or herself or other persons, failure to wear critical PPE (safety harness, eye protection, respiratory equipment, or as stipulated in the risk assessment).

Fine: Up to R3000.00 will be issued to the contractor

9.4 Repeat Offences

A contractor that receives more than three (3) major transgressions for the same offence and may, at the discretion of the project manager, be required to leave site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A (Notification of Intention to Commence Construction Work)

NOTIFICATION OF CONSTRUCTION WORK
Regulation 4 of the Construction Regulations, 2014

1. (a) Name and postal address of principal contractor:
(b) Name and telephone number of principal contractor's contact person:
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name and telephone number of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
(b) Name and telephone number of designer's contact person:
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
6. Name/s of principal contractor's sub-ordinate manager on site appointed in terms of regulation 8(2):
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
1. Estimated maximum number of persons on the construction site:
Total _____ Male _____ Female _____
12. Planned number of contractors on the construction site accountable to principle contractor:
13. Name(s) of contractors already chosen:

Principal contractor

Date

Client

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE B (Example: Appointment - Construction Supervisor)

APPOINTMENT OF A CONSTRUCTION MANAGER

CONSTRUCTION REGULATION 8 (1)

8(1) The contractor shall appoint a full time, competent employee in writing as the construction supervisor with the duty of supervising construction work

APPOINTMENT

I, _____ (contractor's name), having been appointed in terms of section 16 (2) of the Occupational Health and Safety Act (85 of 1993) to ensure full compliance with the Act, do hereby appoint:

_____ (name of appointee), being a full-time employee, as the **Construction Manager** responsible for:

_____ (site address)

,to supervise construction work for the duration of the project/ contract or until you are relocated to another site/ project or leave the employ of the company.

You are reminded that you are required to be conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act (85 of 1993) in the regard to carrying out of construction work.

Signature _____ Date _____

Designation _____

ACCEPTANCE

I, _____ (name of appointee) hereby accept and understand the requirements of this appointment as **Construction Manager** and confirm that I have the necessary competence required and that I am conversant with all the relevant statutory provisions of the Occupational Health and Safety Act (85 of 1993).

Signature _____ Date _____

Designation _____

Certificate(s)
Training & CV _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE C Inspection List

Inspections Required

No.	Inspection	By who	Frequency	Record
1	Excavations	Appointed Person	Daily before shift, plus other	Checklist
2	Construction Vehicles and Mobile Plant	Appointed Person	Daily	Inventory/ checklist
3	Electrical Installations (temporary)	Appointed Person	Weekly	Inventory/ checklist
4	Fire Equipment	Appointed Person	Manufacturer's spec	Inventory/ checklist
5	First Aid Box Contents	First Aider	Monthly	Inventory
6	Ladders	Competent Person	Monthly	Inventory/ checklist
7	Lifting Tackle	Appointed Person	3- monthly	Inventory/ checklist
8	Hand Tools	Appointed Person	Monthly	Inventory/ checklist
9	Portable Electrical Equipment	Appointed Person	Monthly	Inventory/ checklist
10	Health & Safety Rep	H&S Rep/ Safety Officer	Monthly	Checklist
11	Good Housekeeping	H&S Rep/ Safety Officer	Monthly	Report
12	Stacking and Storage	Appointed Person	Monthly	Report
13	Change Rooms and Toilets	H&S Rep/ Safety Officer	Monthly	Inventory/ checklist
14	Pneumatic Tools	Appointed Person	Monthly	Inventory/ checklist

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE D (Recording and Investigation of Incidents)

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)
REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS
RECORDING AND INVESTIGATION OF INCIDENTS
A. RECORDING OF INCIDENT**

Name of Employer _____

Name of affected person _____

Identity Number of affected person _____

Date of incident _____ 5. Time of Incident _____

6. Part of the body affected*

Head or neck	Eye	Trunk	Finger	Head	
Arm	Foot	Leg	Internal	Multiple	
Sprains or strains	Contusions or wounds	Fractures	Burns	Amputation	
Electric Shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Diseases	
0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed

7. Effect on the person. *

8. Expected period of disablement.*

9. Description of Occupational disease** _____

10. Machine/ process involved/ type of work performed/ exposure* _____

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

Make a cross in the appropriate square

12. Was the incident reported to the Police?

Yes	No
-----	----

13. SAPS office and reference _____

*To be completed in case of a fatal incident

**in case of a hazardous chemical substance, indicate substance exposed to.

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1 Name of investigator _____ 2 Date of investigation _____

3 Designation of investigator _____

4 Short Description of incident _____

ANNEXURE E (Section 37(2) – Agreement with Mandatory)

AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

(Hereinafter referred to as the Company) AND

CONTRACTOR

(Hereinafter referred to as The Contractor) Compensation

Fund Number:

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK. INITIAL EACH PAGE AND ANY CHANGES.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Definition of MANDATORY

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.
2. Your attention is drawn to “**General Duties of Employers to their Employees**” as required by Sect 8 of the Act.
3. You are required to:
 - 3.1 Sign a written “**Agreement with Mandatory**” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the **client / principal contractor** with a documented health and safety plan.
 - 3.3 Provide the **client / principal contractor** with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).
Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).
 - 3.4 Provide the **client / principal contractor** with written designation of your nominated Health and Safety Representative as per Sect 17(1).
 - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
 - 5.8 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
 - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation
3. Note: Asbestos and Lead regulations are separate.
 - 3.8 When using a Materials Hoist , comply with Construction Regulation 17.
 - 3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.
 - 3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.
 - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.
 - 3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.
 - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
 - 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own **legal safety documents and registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993 should be available in the main contractors office.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.)

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the **client** proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the **client** notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor) **See Section 89(1) of the COID**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.5 Management

C3.5.1 Applicable SANS and SANS standards

- a) The following SANS 1921 Construction Works standards and associated specification data are applicable:
- i) SANS 1921-1, General
 - ii) SANS 1921-2, Accommodation of traffic on public roads occupied by the contractor
 - iii) SANS 1921-4, Third party management support
 - iv) SANS 1921-5, Earthworks activities which are to be performed by hand
 - v) SANS 1921 -6, HIV/AIDS Awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.3.1	Refer to scope of works
4.7.3	No over break allowances for blasting is provided for
4.14.3	Refer to scope of works
4.14.5	The Contractor is required to provide latrine and ablution facilities

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness	
4.2.1(a)	A qualified service provider is one that is accredited or a provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 6700), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.2 Planning and Programming

The time for completion will be 18 months, (6 months on the refurbishment works and 12 months on the O&M Contract) which includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days (Ref. PSA 8.4.1).

The Contractor shall submit to the Engineer within 14 days of the Commencement Date, a detailed programme setting out clearly the sequence of work, and the resources, which he intends to use.

C3.5.3 Environment

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

b) Precautions Against Nuisance

Operations are being conducted in an urban area and in the presence of passing traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

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

c) Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

C3.5.4 Accommodation of Traffic On Public Roads Occupied by The Contractor

The works involves the construction of new roadways and stormwater within an established residential community. The works will be undertaken in such a manner to provide access to residential property accesses and special attention must be drawn to the accommodation/deviation of traffic on the affected area of the works.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the specifications.

C3.5.5 Testing, Completion, Commissioning, and Correction of Defects

Materials of work that do not conform to the approved samples submitted in terms of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests, to ensure that the material represented by the samples meet the specification requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, material technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The costs of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractors attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the specifications.

C3.5.6 Recording of Weather

Daily temperature and rainfall data shall be recorded in the site diary, and a copy shall be provided to the engineer's representative on a weekly basis. A rainfall gauge shall be located at the contractor's site camp. Temperature readings shall be taken at commencement and closure of the site on a daily basis. Additional readings will be required during construction of layer works, concrete works and surfacing.

C3.5.7 Format of Communications

Communication throughout the contract will be undertaken via written communication either by fax, site instruction or post. Email communication will only be considered as proof of communication when followed up by a written communication on the letterheads of the author or via a site instruction.

Request for inspection of the works will be accepted telephonically, however this request must be recorded in the site diary and site instruction book.

C3.5.8 Key Personnel

A schedule of key personnel to be employed with curriculum vitae of relevant experience shall be provided to the employers' representative prior to site handover.

C3.5.9 Management Meeting

The Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in this document.

C3.5.10 Payment Certificates

The contractor shall submit to the engineer after the end of each month a statement in the required format, showing the estimated amount due to him, calculated in accordance with the General Conditions of Contract. The statement to be submitted by the contractor shall consist of 2 copies of the schedule of quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.11 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.12 Site Visitors Book

A Site Visitors Book must be kept on site. All visitors visiting to the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Agent and/or the Safety Officer must always accompany the Visitor. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

C3.5.13 Information In Respect Of Plant

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.14 Information In Respect Of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary, in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C3: Scope of Work

Particular Specifications

COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Content

1. Risk assessment

- 1.1. Identification of exposure levels
- 1.2. Identification of "high contact" activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

2. Engineering controls

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

3. Administrative controls

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

4. Healthy and safe work practices

- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

5. PPE

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields
- 5.4. Other

6. Provision of safe transport for employees

- 6.1. Personal hygiene
- 6.2. Social distancing
- 6.3. Arrangements to minimise exposure associated with commuting
- 6.4. Cloth masks (if commuter)
- 6.5. PPE (driver/conductor of employer-provided transport)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation
10(8) of the National Disaster Regulations**

PREAMBLE

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.¹ The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directives seek to ensure that the measures taken by employers under OHS Act are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHS Act, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.
5. The OHS Act further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.
6. For the purposes of OHS Act in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.
7. Although OHS Act requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known². The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.
8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.
9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.
10. This Directive does not reduce the existing obligations of the employer in terms of OHS Act nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEFINITIONS

11. In this Directive, unless the context indicates otherwise –

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

“**COVID-19**” means Coronavirus Disease 2019;

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“**PPE**” means personal protective equipment;

“**virus**” means the SARS-CoV-2 virus;

“**worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer3;

“**workplace**” means any premises or place where a person performs work.

APPLICATION

12. Subject to clause 13, this Directive applies to employers and workers in respect of-
- 12.1 the manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;
 - 12.2 any workplace permitted to continue or commence operations before the expiry of those Regulations.

13. This Directive does not apply to workplaces-
- 13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;
 - 13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;
 - 13.3 in respect of which another Minister has issued a directive under those Regulations dealing with health and safety.

14. Subject to the employer’s obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

Administrative measures

16. Every employer must establish the following administrative measures:
- 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.

Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

Administrative measures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16. Every employer must establish the following administrative measures:
- 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.
 - 16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHS Act to:
 - 16.2.1 Its health and safety committee established in terms of section 19 of OHS Act; and
 - 16.2.2 The Department of Employment and Labour.
 - 16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;
 - 16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
 - 16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
 - 16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
 - 16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;
 - 16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;
 - 16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;
 - 16.10 If a worker has been diagnosed with COVID-19, an employer must:
 - 16.10.1. Inform the Department of Health and the Department of Employment and Labour;
 - 16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and
 - 16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

Social distancing measures

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.
18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-
- 18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or
 - 18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

Health and safety measures

20. Every employer must implement the following health and safety measures.

Symptom screening

21. Every employer must take measures to-

- 21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);
- 21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and
- 21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the the National Department of Health in consultation with the Department in respect of –

- 22.1 symptom screening; and
- 22.2 if in addition required to do so, medical surveillance and testing.

23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

- 23.1 not permit the worker to enter the workplace or report for work; or
- 23.2 if the worker is already at work immediately-
 - 23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and
 - 23.2.2 assess the risk of transmission, disinfect the area and the worker’s workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
- 23.3 ensure that the worker is tested or referred to an identified testing site;
- 23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee’s sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
- 23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- 23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.7

24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

- 24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;
- 24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
- 24.3 the employer closely monitors the worker for symptoms on return to work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sanitizers, disinfectants and other measures

- 25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.
- 26. Every employer must, free of charge, ensure that –
 - 26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
 - 26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- 27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker’s workstation for both the worker and the person with whom the worker is interacting.
- 28. Every employer must take measures to ensure that-
 - 28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
 - 28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;
 - 28.3 disable biometric systems or make them COVID-19-proof.
- 29. The employer must ensure that-
 - 29.1 there are adequate facilities for the washing of hands with soap and clean water;
 - 29.2 only paper towels are provided to dry hands after washing – the use of fabric toweling is prohibited;
 - 29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;
 - 29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;
 - 29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.

Cloth masks

- 30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.
- 31. For the reasons underlying the Department of Health’s requirement, every employer must –
 - 31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,8 for the employee to wear while at work and while commuting to and from work; and
 - 31.2 require any other worker to wear masks in the workplace.
- 32. The number and replace ability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker’s conditions of work, in particular, where these may result in the mask becoming wet or soiled.
- 33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.
- 34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

Measures in respect of workplaces to which public have access

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.

37. Depending on what is reasonably practicable given the nature of the workplace, every employer must-
- 37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
 - 37.2 put in place physical barriers or provide workers with face shields or visors;
 - 37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
 - 37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
 - 37.5 require members of the public, including suppliers, to wear masks when inside their premises.

Ventilation

38. Every employer must –
- 38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
 - 38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;
 - 38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer’s instructions by a competent person.

Other PPE

39. Every employer must check regularly on the websites of the National Department of Health⁹, National Institute of Communicable Diseases¹⁰ and the National Institute for Occupational Health¹¹ whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker’s duties.

SMALL BUSINESSES

40. Employers with less than 10 employees must take the following measures:
- 40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;
 - 40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;
 - 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
 - 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
 - 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
 - 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
 - 40.7 ensure that their workstations are disinfected regularly;
 - 40.8 take any other measures indicated by a risk assessment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Worker obligations

41. In addition to the obligations of employees under the OHSA, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

Monitoring and enforcing the Directive

42. An inspector designated in terms of section 28 of OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA in order to monitor compliance with this Directive.

43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA apply.

44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.

Sectoral guidelines

45. The Chief Inspector appointed in terms of section 27 the OHSA must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMMITMENT FORM BY THE BIDDER

RE: GERT SIBANDE DISTRICT MUNICIPALITY BIDDER AND SUPPLIER COMPLIANCE TO COVID-19 OHS REGULATIONS DURING LOCKDOWN- STATEMENT OF COMMITMENT

The declare that will adhere and comply with the OHS COVID-19 Regulation set by the National Government whilst providing services within Gert Sibande District Municipality. As an employer we are committed to ensure the health and safety of our employees as well as the surrounding community through the Covid-19 OHS Regulations.

Principal Contractor

Date

Client

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C4: Site Information

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part: C4 Site Information

C4.1 Nature of Ground

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

The geotechnical study and EIA study will be carry-out concurrently with the commencement of work

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative. The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURES

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ART C5 SERVICE LEVEL AGREEMENT

This part of the tender document shall be completed on acceptance of the most responsive contractor.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY



SERVICES LEVEL AGREEMENT

Between

“GERT SIBANDE DISTRICT MUNICIPALITY”

And

“.....”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THEREFORE THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS:

1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

2. DURATION

2.1 Notwithstanding the date of signature, this agreement shall commence on on this _____ day of _____ 20__ and shall continue for a term of 18 months unless terminated by either party giving **30 days' notice in writing** to the other party.

3. SERVICES

3.1..... shall provide the construction of three reservoirs and a bulk water pipeline.

4. PAYMENT TERMS

4.1 shall submit a valid invoice to GSDM for the provision of services on monthly basis.

4.2 GSDM shall pay the amount charged within 30 days of the date of a valid invoice into the bank account nominated by _____.

5. OBLIGATIONS OF.....

.....as a service provider shall render the following services:

referred to the bill of quantities as annexure A of the tender document.

6. ADMINISTRATION OF THE SERVICE

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

7. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

8. BREACH OF AGREEMENT

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1: Physical Address:
: Gert Sibande District Municipality
: Cnr. Joubert and Oosthuise Street.
: Ermelo

10.1.2 : Postal Address:
: P/Bag X 1748
: **ERMELO**
: 2350

Fax : 017 811 1207
Tel : 017 811 7000 / 7144

10.1.3 : Postal Address: (Details of the Potential Service Provider)
:
:
:
:

Cell :

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

11. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

12. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

13. GENERAL

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

14.1 All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

15. WARRANTY OF AUTHORITY

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence, or prevent any of the provisions of this agreement from being enforced.

16. SEVERABILITY

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

17. SERVICE REQUESTS

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the following time frames:

- Within 3 (Three) Working days (during business hours).

18. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

19. ENVIRONMENT

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

20. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Mr. CA Habile
Municipal Manager

AS WITNESSES For: **Gert Sibande District Municipality**

1 _____

2 _____

Who by his/her signature as Director warrants that he/she is duly authorised

AS WITNESSES For: **Service Provider**

1 _____

2 _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Annexure MBD 6.2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form T: Declaration Certificate for Local Production and Content for Designated Sectors

This Municipal Bidding Document (MBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where:

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

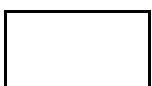
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

_____ %
_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box) YES NO

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

The relevant rates of exchange information are accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. GSDM 67/2022

ISSUED BY: GERT SIBANDE DISTRICT MUNICIPALITY
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I, the undersigned, (Full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:	DATE: _____
WITNESS No. 1	DATE: _____
WITNESS No. 2	DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2