

TENDER NUMBER		66/2026	
TENDER DESCRIPTION		APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS	
CLOSING DATE	13/11/2026	CLOSING TIME	12:00
POSTAL ADDRESS: JB Marks Local Municipality Attention: Supply Chain Management Unit PO Box 113 Potchefstroom, 2520 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered</i>		TO BE SUBMITTED AT: The bid box at the Records Office, room 315 Third Floor, Municipal Building Dan Tloome Civic Centre Corner of Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT JB MARKS LOCAL MUNICIPALITY POTCHEFSTROOM		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER: CENTRAL SUPPLIER DATABASE No: MAAA..... TENDER AMOUNT (VAT INCL.):R.....			
VALIDITY PERIOD: AVAILABLE FOR 120 days AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and specifications	
Mr. B Sekolopo / Ms SB Mongale Tel: (018) 299 5162/5535 E-mail: bSekolopo@jbmarks.gov.za mongales@jbmarks.gov.za		Mr Ornert Tshisevhe Tel: (018) 299 5652 E-mail: ornertt@jbmarks.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Item	Description of document	Document number	Yes	No
1	Bid Conditions & Information			
2	Invitation to bid & Details of the bidder	MBD 1		
3	Terms of Reference			
4	Current Municipal Certificate / Lease Agreement – Attach proof of payment to the landlord and rates and taxes for the landlord not in arrears for more than three months			
5	Pricing schedule – firm prices (purchases)	MBD 3.1		
6	Form of Offer & Acceptance			
7	Declaration of Interest	MBD 4		
8	Preference points claim form for preference points for Specific goals.	MBD 6.1		
9	Formal contracts for services	MBD 7.1		
10	Declaration of bidder's past supply chain management practices	MBD 8		
11	Certificate of independent bid determination	MBD 9		
12	Authority of Signatory			
13	General Conditions of contract & Bid Requirements			
14	Annexure A : Past Experience			
15	CIDB Grading (Not Applicable)			
16	Company Profile			
17	Company Registration Documents			

Please sign on Completion.....

NAME OF THE BIDDER

.....

SIGNATURE

.....

DATE

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 90 days of the date of notification by the JB Marks Local Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before closing date.

4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time, and placed in the **Tender Box at the JB Marks Local Municipality by not later than 12h00 on 13/11/2026.**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording, and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents.
- Names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register that is open for public inspection.

7 Tax Clearance Certificate

- a. A valid Tax Compliance Status must accompany the bid documents.
The onus is on the bidder to ensure that the JB Marks Local Municipality has a Tax Compliance Status on record and obtain confirmation from the Supply Chain Management Unit of the JB Marks Local Municipality.
- b. Bids not supported by a valid Tax Compliance Status, as an attachment to the bid documents will be invalidated.
- c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid Tax Compliance Status.

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 Acceptance or Rejection of a Bids

The JB Marks Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The JB Marks Local Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at JB Marks Local Municipality Supply Chain Unit. The JB Marks Local1 Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Information Meetings

Tender Briefing: No tender briefing will be held

12 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

14 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022.

15 Expenses Incurred in Preparation of Bid

The JB Marks Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

16 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the JB Marks Local Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

17 Validity Period

Bids shall remain valid for 120 days after the bid closure date.

18 General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 Municipal Rates, Taxes and Charges

The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.

20 Contact with Municipality after Bid Closure Date

Bidders shall not contact the JB Marks Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the JB Marks Local Municipality, it should do so in writing to the JB Marks Local Municipality. Any effort by the firm to influence the JB Marks Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JB MARKS LOCAL MUNICIPALITY)					
BID NUMBER:	66/2026	CLOSING DATE:	13/11/2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ROOM 315 ,THIRD FLOOR ,MUNICIPAL BUILDING ,DAN TLOOME CIVIC CENTRE					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr Ornert Tshisevhe	
CONTACT PERSON	Mr. B Sekolopo / Ms SB Mongale		TELEPHONE NUMBER	(018) 299 5652	
TELEPHONE NUMBER	(018) 299 5162/5535		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	ornertt@jbmarks.gov.za	
E-MAIL ADDRESS	boitshepob@jbmarks.gov.za mongales@jbmarks.gov.za				

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, 2022, 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)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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:

SUPPLY CHAIN MANAGEMENT UNIT	JB MARKS LOCALMUNICIPALITY			
	FORMAL TENDER			
	ADVERTISED ON:	LOCAL CIRCULATING NEWSPAPER; MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE & E-PUBLICATION		
	TENDER NO	66/2026		
TENDERS ARE HEREBY INVITED FOR THE:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS			
PUBLISHED DATE	01/10/2026	CLOSING DATE	13/11/2026	
CLOSING TIME	No later than 12:00 am, tenders will be opened immediately thereafter, in public at the JB Marks Local Municipality			
AVAILABILITY OF TENDER DOCUMENTS:				
Tender documents are obtainable from Office 104,First Floor, Municipal Building, Dan Tloome Complex during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (018) 299 5160; Fax: (018) 294 8203; E-mail: bSekolopo@jbmarks.gov.za		Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at JB Marks Local Municipality, Revenue Section, Ground Floor, Municipal Building, Dan Tloome Complex.		
DATE AVAILABLE:	01/10/2026	NON - REFUNDABLE FEE:	FREE DOWNLOAD FROM E-TENDER	
TENDER SUBMISSION RULES:				
1.Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document 2. Tender document & supporting documents must be placed in a sealed envelope clearly marked Tender 66/2026: Appointment Of A Professional Service Provider For Management, Operation & Maintenance Of Potchefstroom water Treatment Works And Associated Bulk Infrastructure For A Period Of Three(3) Years must be deposited in the tender box of the JB Marks Local Municipality, Supply Chain Management Unit, Wolmarans Street, Potchefstroom 3. Tenders may only be submitted on the tender document issued by the Municipality 4. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document 5. Important note: A valid Tax Clearance Certificate and certified copies of directors and owners identity documents must be submitted with the tender documentation 6. VAT must be included in all prices 7. No late tenders, tenders per facsimile or – e-mail and tenders per post will be accepted. 8. Council reserves the right to accept any tender or part thereof, and with the increase in price of any of the commodities, its purchase of those commodities from the specific tenderer will be considered and to determine the period of tenders to be awarded 9. It will be required from service providers to register on the Central Supplier Database (CSD) from the website https://secure.csd.gov.za 10. Tenders will not be considered should the prerequisites not be met.				
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations 2022, and the JB Marks Local Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of Specific Goals.				
Briefing Session:		None		
Preferential Procurement Regulations, 2022 - Local Content Requirement		None		
ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO		ANY ENQUIRIES REGARDING SPECIFICATION MAY BE DIRECTED TO		
Section:	Supply Chain Management	Section:	Building Maintenance	
Contact Person	Mr. B Sekolopo / Ms SB Mongale	Contact Person:	Mr Ornert Tshisevhe	
Tel:	018 299 5165/5535	Tel:	018 299 5652/5408	
E-mail:	bsekolopo@jbmarks.gov.za mongales@jbmarks.gov.za	E-mail:	ornertt@jbmarks.gov.za	
AUTHORISED BY:	MUNICIPAL MANAGER:	NOTICE NO	91/2026	SPEAKERS OFFICE (ARCHIEVES)

TENDER SPECIFICATIONS:

Service providers are hereby invited to submit tenders for **Tender 66/2026: Appointment Of A Professional Service Provider For Management, Operation & Maintenance Of Potchefstroom water Treatment Works And Associated Bulk Infrastructure For A Period Of Three(3) Years.**

This tender will commence after the appointment, or if later, the effective date of implementation will be negotiated with the successful tenderer(s) on the same conditions as stipulated.

A brief outline of the history and practice profile must be provided with specific reference to experience in the following areas of specialisation, namely:



SPECIFICATIONS AND PRICING SCHEDULE SCOPE

DESCRIPTION OF WORKS

3.1.1. INTRODUCTION AND BACKGROUND

3.1.1.1. The Employer is the JB Marks Local Municipality and is a municipal services entity, in terms of the Municipal Systems Act as amended, under the ownership control of the JB Marks Local Municipality.

3.1.2. EMPLOYER'S OBJECTIVES

The JB Marks Local Municipality wishes to procure the services of a reputable and experienced operator (i.e., service provider) to perform the management, operation, maintenance and monitoring of Potchefstroom Water Treatment Plants for a period of three (3) years. This period may be extended by a further 1 year depending on the performance of the service provider, and further subject to approval of the National Treasury. The following treatment plants are the subject of this bid:

- Potchefstroom water Treatment Works and water distribution system (design capacity of 90 Ml/day – current flow of 39.5 – 48 Ml/day with up to 29 Ml/day Water distribution system to the reservoir).

The operator will perform a management role on behalf of the Employer, involving the following services.

3.1.2.1. Operational Services

The Operator will assume responsibility for operation of Potchefstroom Water infrastructure, which require proficiency in the following general disciplines:

- Water Treatment (abstraction, conventional and more advanced technology plants, sludge treatment, reservoirs, pump stations, pipe lines).

3.1.2.2. Maintenance Services

The Operator will provide maintenance services applied to plant, equipment and associated infrastructure involving the following engineering and general disciplines:

- Civil / Structural.
- Electrical / Electronic / SCADA / Telemetry.
- Mechanical.
- Pipework and Fittings.
- Grounds, Buildings and Housekeeping
- Roads and Fencing; and
- Open stormwater/overflow channels outside the works fence line.

3.1.2.3. Monitoring Services

Over and above monitoring to affect efficient process management, specialised monitoring services are required to ensure an uninterrupted service, according to predetermined criteria. Monitoring Services include:

- Functioning of mechanical / electrical plant and equipment.
- Monitoring of demand and supply.
- Laboratory analysis of water and effluent, environmental – quality parameter..
- Inspecting and reporting on water pipeline leaks.

3.1.2.4. General Asset Management

The ownership of all the assets shall remain vested in the Employer. The Employer has comprehensive and detailed record keeping, control and reporting requirements, with extensive data capture, input and reporting to be provided and maintained by the Operator.

The Operator will within 3 months of the commencement date, conduct a detail assessment of all the assets pertaining to each respective works (including structures, plant and equipment) and provide for a comprehensive asset register. The asset register will be maintained and updated for the duration of the contract. The Operator shall record the description, location and state of the assets.

Please note that the current contractor has done the same exercise during the term of his contract, and all his information regarding the asset register will be made available to the successful bidder.

On termination of this contract, the Operator shall return the assets in the condition that the assets have been installed, managed, operated and maintained in

accordance with this contract and good industry practice.

3.1.3. OVERVIEW OF THE WORKS

The works are all located within the JB Marks Local Municipality area, with access via a provincial and local road network. Access to some works requires travelling along rural gravel roads.

The works generally include all or some of the following infrastructure units:

- Potchefstroom Water treatment works & associated infrastructure.
- water re-use treatment facility.
- pump station(s) within the facilities.
- rising mains & gravity mains at the facilities.

The works include only for bulk infrastructure and therefore exclude urban or rural reticulation up to the consumers.

3.1.4. LOCATION OF THE WORKS

All the works are located within the Potchefstroom municipal area of the JB Marks Local Municipality.

3.1.5. TERMINATION CLAUSE

The successful Service Provider shall start within 2 weeks from the *starting date*. Failure to do so may result in the contract being cancelled. The effective date will be agreed upon between once a successful Service Provider has been selected. If the appointed Service Provider fails in providing the monthly monitoring and specified duties listed above, the JB Marks Local Municipality reserves the right to cancel the contract due to non- performance by the Service Provider.

Treatment Plant	Rated Capacity (Mℓ/d)	General Description	Production (Mℓ/d)	Other Associated Infrastructure
Potchefstroom WTW (Lakeside)	90 Mℓ/day	WTW incorporating: • Dissolved air flotation • Lime dosing • Ferric Chloride dosing (not in use) • Sedimentation • RGS and GAC filtration • Chlorination • Sludge management Source: Boskop Dam & Lakeside Dam	Average: 40.1 Mℓ/day Highest: 43.1 Mℓ/day Lowest: 20.4 Mℓ/day	• Rising main Pipeline to Industrial Reservoir • Monitoring Industrial and Booster reservoir • Plant Reservoir • Weir and raw water pump station • All Pumps and Pipework for doubling

ASSET MANAGEMENT PLAN

LIST OF CONTENTS

3.2.1	Definitions
3.2.2	Asset Management Plan
3.2.3	Operating Plan
3.2.4	Maintenance Plan
3.2.5	The Specifications
3.2.6	Management and Administration Plan
3.2.7	Asset Register and Valuation
3.2.8	Human Resources
3.2.9	Water Quality and Quantity Measurement and Testing
3.2.10	Safety and Environmental Obligations
3.2.11	Performance Management
Annexure A	Organisational Structure

ASSET MANAGEMENT PLAN

3.2.1. DEFINITIONS

Asset Management Plan (AMP) means the management plan for the assets comprising the Works.

Works shall mean the water or Potchefstroom Water treatment works including all units, components and equipment which could include pump stations, pipelines, and reservoirs.

Raw Water Specification means the specification of minimum raw water (incl. effluent) quality that is fixed by the Employer in consultation with the Operator on an annual basis and included in the approved AMP for the particular year, below which the raw water quality may not fall without invalidating the performance evaluation mechanisms included in this Standard Specification.

Treated Water Specification means the specification setting minimum treated water quality standards that must be always achieved by the Operator and that is fixed by the Employer in consultation with the Operator on an annual basis and included in the approved AMP for the particular year.

Works Operating Manual means the overarching operating manual for the Works, prepared by the design engineer upon commissioning of the Scheme and updated from time to time if available.

Equipment Operating and Maintenance Manuals mean the detailed manuals prepared by the suppliers of equipment and plant.

3.2.2. ASSET MANAGEMENT PLAN

All the work to be performed under this contract will be carried out based on an Asset Management Plan to be prepared by the Operator and approved by the Employer within the first two months following the inception date of the contract. The Asset Management Plan is a written representation of the agreed asset management programmes which the Employer requires the Operator to implement under the Operating and Maintenance Agreement. The Asset Management Plan is intended to assist the Operator to meet the goals and objectives of the Employer in respect of operation and maintenance of the Works, to facilitate clear communication between all parties involved, and to form a fixed basis for performance evaluation under the Agreement. The Operator shall manage, operate and maintain the Works in accordance with the Asset Management Plan.

The rationale behind the Asset Management Plan is the Specifications, the underlying principle being that the Asset Management Plan must describe, amongst others, how compliance with the Specifications will be achieved.

The Asset Management Plan comprises three separate and distinct parts, and all these parts must be prepared for the project, as well as site-specific, and particularly process unit specific:

3.2.2.1. The Operating Plan

In broad terms the Operating Plan will describe how the plant will be operated to meet the

requirements of the Specifications. The Operating Plan will form an integral part of the AMP for purposes of performance monitoring and should be submitted for approval to the Employer. The Operator's Plan, as outlined in 3.2.3 below, should be updated annually and submitted, to the Employer for review and approval. Upon approval, the entire AMP (Parts 1 to 3) will form the basis upon which the efficient, effective, and optimal management, operation and maintenance of the Works is monitored, evaluated, and corrected as provided for in the Agreement.

3.2.2.2. The Maintenance Plan

In broad terms the Maintenance Plan will describe how the plants will be maintained for the Operating Plan to be executable. The Operator shall prepare the Maintenance Plan as Part of the Asset Management Plan, as outlined in 3.2.4 below, and submit it for approval to the Employer within three months of the Signature Date. The Maintenance Plan shall be reviewed, updated, and submitted for approval annually.

3.2.2.3. The Specifications

The Specifications, as outlined in 3.2.5 below, define the standard and specific requirements to operate, maintain and generally manage the Works, and all included assets that are the subject of the operating and maintenance agreement (the Agreement) between the Employer and the Operator.

3.2.2.4. The Management and Administration Plan

The Management and Administration Plan, as outlined in 3.2.6 below, will describe how the overall process will be managed and administered for the Operations and Maintenance to meet the requirements of the Specifications. The Plan deals with the administrative systems and processes which are used to manage the project.

3.2.3. OPERATING PLAN

The Operator's Plan shall be compiled in accordance with the requirements set in the Standard and Service Specifications and based on the Works data. The Operator's Plan should detail systems, processes, and procedures for each of the aspects of the AMP described in the Service Specifications.

The Operator's Plan will form an integral part of the AMP for purposes of performance monitoring and should be submitted for approval to the Employer. The Operator's Plan should be updated annually and submitted to the Employer for review and approval. Upon approval, the entire AMP (Parts 1 to 3) will form the basis upon which the efficient, effective and optimal management, operation and maintenance of the Works is monitored, evaluated and corrected as provided for in the Agreement.

3.2.3.1. Scope

Operations are defined as:

Operations include all activities and actions or rectifying measures necessary for proper operation of the Works.

Non-compliance of any specified operational requirements shall be handled as follows:

- Record non-compliance (what, where, when)
- Internal reporting and agreement on intervention
- Failure of reactive actions by operator, report to Employer
- Agreement amongst Employer and Operator on further action
- Continuous monitoring and feedback until problem resolved

3.2.3.2. Water Quantity Requirements

Subject to the proven capacity of the Works, the Operator shall abstract, treat and deliver treated water to meet the seasonal demands on Works.

In the case of treated water, the Operator must monitor the first bulk reservoirs downstream of the Works to ensure they are kept at the highest possible capacity level.

It is essential that the Operator does everything possible to maintain the supply of water to the required standards to the Potchefstroom Water Treatment Works. The Operator must have the resources and appropriate contingency plans to cover the high raw effluent peaks and overloading at the Potchefstroom Water Treatment Works.

Refer description of the works Section 3.1.4.

3.2.3.3. Water Quality Requirements

Subject to the proven capabilities of the Works, the operator shall abstract, treat and/deliver treated water and treat effluent and re-use water to a quality equal to or exceeding the required Specifications. These Specifications shall be fixed by the Employer in consultation with the Operator on an annual basis and included in the approved AMP for the particular year.

The Operator shall carry out all daily and routine on-site or central laboratory tests to ensure effective process control. The minimum required water quality monitoring and testing is described in Section 3.2.9.

Additional testing shall be carried out by a SANAS accredited laboratory, preferably stationed in JB Marks, as described in Section 3.2.9

The baseline Treated Water Specification adopted is:

Potable Water	SANS 241 as amended from time to time.
Effluent	Government Notice No. 9225 of 18 May 1984 as amended from time to time
Industrial Water	Treated effluent for Mine Re-use Water to the specified quality standards in Table 3.1.1 and 3.1.2

3.2.3.4. Development of the Detailed Operating Plan

The Operator shall develop the Operating Plan and submit this plan to the Employer for approval within three months of the Signature Date. The Operating Plan shall be reviewed, updated and submitted for approval annually. The Operating Plan shall detail typical activities as required by the scope of work described herein. The

Operating Plan shall be presented in a prior approved format to cover at least the following aspects:

- Preparatory and other start up tasks and requirements, including legal requirements;
- Organogram, team structure and curriculum vitae;
- Job descriptions and duties for each position on the organogram;
- External specialists to be engaged;
- Risk assessment and contingency plans per unit process;
- Operating strategy;
- Detail operating schedule;
- Housekeeping (cleaning and neatness) plan;
- Methods for flow control and draft water balance;
- Detail recording and reporting formats (template logbook);
- Reference to the Scheme Operating Manual and the Equipment Operating and Maintenance Manuals;
- Blue Drop management;
- Non-compliance and disaster management;
- Health and Safety;
- Environmental management, and
- Other systems and processes to be applied, including continuous improvement.

Detailed operating plans, procedures, monitoring and reporting plans shall be prepared and submitted for approval by the Employer for each Works.

3.2.3.5. Treatment Works Unit Processes

The Operating Plan shall be based on the generic components and elements of a Water treatment works, and the related generic operating schedule.

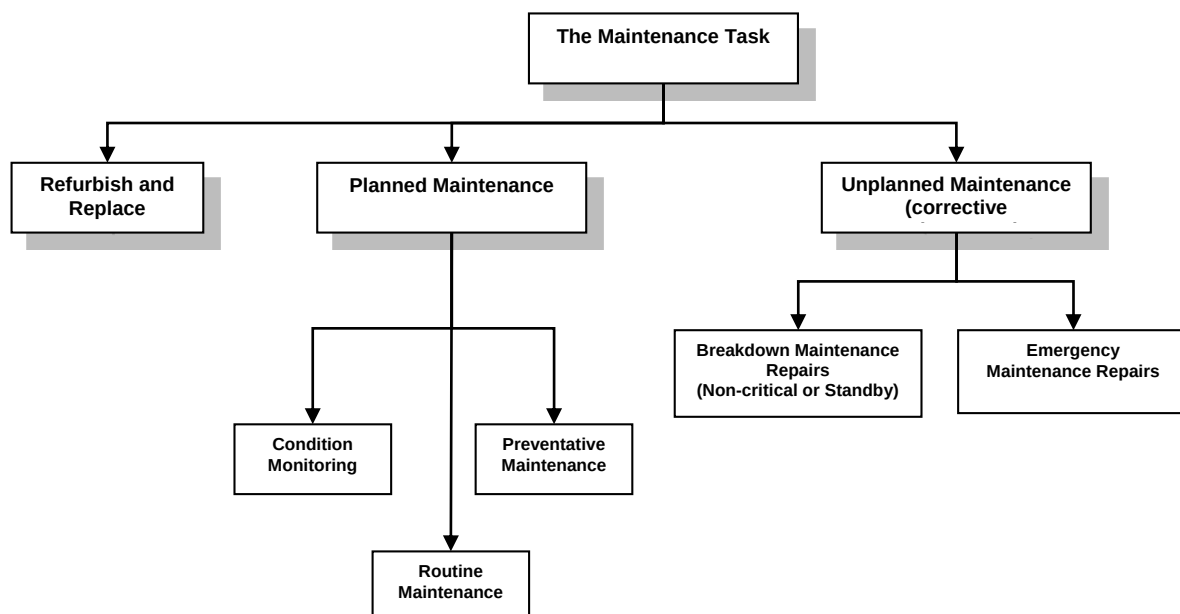
3.2.4. MAINTENANCE PLAN

3.2.4.1. Background

This section of the Asset Management Plan describes the general maintenance function and guides the Operator in the process of compiling a detailed maintenance plan as part of the AMP. Maintenance is defined as:

“All activities necessary to maintain the Works and all components thereof in a sound condition, fair wear and tear accepted, to ensure ongoing reliability as well as full compliance with legislation, regulation and any requirements of best practice.”

The following diagram is used to categorise maintenance activities and tasks:



3.2.4.2. Definitions of maintenance type

3.2.4.2.1. Planned maintenance

Planned maintenance entails the servicing of equipment and plant in according with a predetermined maintenance control plan. Three categories of planned maintenance are distinguished:

- Routine maintenance, including lubrication, to ensure reliability and to sustain the design life of plant and equipment;
- Condition monitoring to predict failure; and
- Preventative maintenance to ensure reliability and is not condition based.

Generic maintenance tasks include for the following:

Plant & Equipment;

- cleaning of equipment;
- topping up oils and greasing of equipment;
- bi-annual gearbox oil sampling and testing;
- repair of minor leaks;
- touching up of paint and corrosion protection;
- functionality checks;
- assessment of operating temperature, noise and vibration;
- tightening of bolts and nuts;
- adjustments to gland packings;
- alignment of drive shafts and couplings;

cleaning of filtration (air & oil) equipment;
confirmation of pump performance, operating pressures and power demand;
checking of dosing and chlorination equipment;
checking and maintaining flow meters (excluding annual calibration);
checking of valves, pipework and control equipment;
inspection of fixed safety equipment / devices.

Building & Grounds

upkeep of fences and barricades;
touching up paintwork to external & internal walls;
waterproofing;
functionality of plumbing;
inspection of electrical supplies and distribution (maintaining certificate of conformance);
upkeep of ironmongery;
upkeep of internal roads, walkways and stairs;
site clearance & grass cutting;
glazing
fire-fighting equipment;
functionality of safety equipment associated with chemicals (chlorine etc).
paintwork associated with safety (floor access, equipment etc.)
lights (internal and external) functionality;
regular protection of woodwork (doors, window frames etc.);
corrosion protection.

Electrical

- inspection and blowing out of electrical panels and distribution boards;
- checking and tightening of loose connections;
- checking operation of panels, PLC, SCADA and telemetry (excluding specialist support);
- checking motors
- checking lighting and fittings
- weekly running for 2 hours and servicing of generators (excluding spares parts and specialist visits)
- check transformer breathers and oil levels

The maintenance labour and associated consumables defined above are deemed to be included in the relevant Bill of Quantity items.

3.2.4.2.2. Unplanned Maintenance

The Operator shall notify the Employer of all unplanned maintenance required, including budgets, with three quotations where possible, for the execution of such

maintenance, including all labour, consumables, materials, plant, equipment, specialist subcontractors and other direct costs.

Implementation of Unplanned Maintenance actions, as described below, will be undertaken by the Employer itself, or by the Operator at the cost of the Employer, as may be resolved by the Employer from time to time.

Breakdown maintenance

Breakdown maintenance entails repair and/or replacement of defective plant and equipment following a breakdown that leaves the particular unit of plant or equipment inoperable or unsafe, including all subsequent actions to restore the unit of plant or equipment to its normal functional condition, within the maximum down-time allowed.

Emergency maintenance

Emergency maintenance entails the repair and/or replacement of a unit of defective plant and equipment following a breakdown where such breakdown is without standby and disables a complete installation thereby preventing it from functioning at its designed service level.

Refurbishment and Replacement

Refurbishment and replacement is carried out when a unit of plant or equipment has reached the end of its serviceable life and the ongoing cost of maintaining the unit exceeds the ongoing amortisation cost of replacing or extensively refurbishing the item of plant or equipment. The need for refurbishment or replacement will be decided by the Employer, after recommendation by the Operator. Implementation of refurbishment or replacement actions will be undertaken by the Employer itself, or by the Operator at the cost of the Employer, as may be resolved by the Employer from time to time.

Upgrades, Expansions or Modifications

The Employer may from time to time request the Operator to issue Requests for Quotations for upgrades or expansions of the Works.

3.2.4.3. Scope of the maintenance function

Maintenance functions include, but are not limited to, the activities that are listed below:

- Preparing an initial Asset inventory of all plant and equipment for each Works, this aligned to the Employer's bar-coding and reporting formats;
- Carrying out condition grade assessments of all items on the Asset Inventory on an initial and annual basis, also indicating the anticipated budget and priority for each activity;
- Reviewing the maintenance budget on a monthly basis, reflecting the cost and status of previously approved work, and recommending new work, with budgets and priorities for approval by the Employer;
- As part of the Asset Management Plan, compiling the Maintenance Plan for each of the Works, together with supporting maintenance check-lists, procedures and reporting frameworks;
- Maintaining all elements in a sound and operating functional condition to enable optimal plant performance.
- Carrying out inspections on the equipment and assets as detailed in the Asset Management Plan;
- Carrying out planned and unplanned maintenance as detailed in the Asset Management Plan;
- Repairing, refurbish or replace any faulty component or equipment after approval to proceed is granted by the Employer;
- Comply with maximum downtime and maximum response times as specified in this Standard Specification;
- Capture details maintenance, repair and replacement on the Operators Asset Management Software system, this to be aligned to the Employer's own requirements;
- Record each inspection, test or breakdown in the approved format;
- Submit a quarterly report listing each inspection, test or breakdown;
- Provide transport, labour, materials, consumables, tools etc for the performance of all maintenance work.
- Ensure that the operating and maintenance personnel are conversant with all requirements in the Operating and Maintenance Manuals.
- Continued training of the maintenance personnel.

3.2.4.4. Downtime and response time

The requirements set for maximum downtime and maximum response times are shown in the table below.

REQUIRED MAINTENANCE	*MAXIMUM DOWN-TIME ALLOWED	**MAXIMUM RESPONSE TIME
Emergency maintenance	12 hours	3 hour
Breakdown maintenance	3 days	24 hours

* Maximum down time - Time to restore operating functionality, including response time

** Maximum response time – Time to mobilise restoration work

The maximum down time is subject to the availability of material and/or spares only.

3.2.4.5. Guarantees and warranties

The Operator shall cede any supplier or factory guarantee for repaired or replaced components or equipment to the Employer and will ensure that such guarantees are not encumbered or jeopardised in any way. All materials used for refurbishment and planned or unplanned maintenance repair shall be guaranteed by the supplier for at least three (3) months. Outsourced skilled labour shall be likewise guaranteed for a period of three months.

3.2.4.6. Development of the Maintenance Plan

The Operator shall develop the Maintenance Plan and submit the plan to the Employer as Part of the Asset Management Plan for approval within three month of the Signature Date. The Maintenance Plan shall be reviewed, updated and submitted for approval annually.

The Maintenance Plan should be presented in a format that covers at least the following aspects and activities as required by the scope of work that is described above. The Maintenance Plan shall include and detail the following:

- Maintenance team organisational structure;
- Job descriptions and duties for each position on the organisational structure;
- Maintenance strategy for refurbishment, planned maintenance and unplanned maintenance;
- Risk assessment and response plan per unit process for both breakdown and emergency maintenance, including all required resources;
- Detail inspection schedule, including
 - the frequency of routine inspections and aspects to be attended to (refer to generic format); and
 - the format of inspection reports.
- Detail maintenance schedule, including
 - the schedule for planned maintenance activities on all assets (refer to

generic format)

compliance with manufacturer's requirements for specific equipment and reference to manufacture's maintenance specifications and manuals

Maintenance processes, systems and procedures, including systems and resources to be put in place to ensure that unplanned maintenance activities are executed while minimising downtime and operating risks; and
Deficiency identification and rectification proposals

3.2.4.7. Treatment works elements

The Maintenance Plan shall be based on the generic components and elements of a water supply scheme, the generic components and elements of a Water treatment works, and the maintenance list and the scheme-specific asset register.

3.2.5. THE SPECIFICATIONS

The Specifications include the following sections:

- The Standard Specifications
- Statutory and Regulatory Requirements
- The Service Specifications
- The Particular Specifications

3.2.5.1. The Standard Specifications

The Standard Specifications are those specifications generally applicable to all installations, as published by the relevant organisations and standards authorities.

The latest edition of the following standard specifications, publications and codes of practice shall be read in conjunction with this Standard Specification and shall be deemed to form part thereof:

SABS 1200	- Standardized specifications for civil engineering construction
SANS ISO 5667-2:1991	- Water quality sampling: Guidance on sampling techniques
SANS 241:2005	- Drinking water
SANS 5011:2005/ISO 10523:1994	- Water – pH value
SANS 5217:2005	- Water – free and saline ammonia content
SANS 6048:2005	- Water – chemical oxygen demand
SANS 6049:2005	- Water – suspended solids content

- | | |
|---|--|
| SANS 7888:2005/ISO 7899:1985 | - Water quality – determination of electrical conductivity |
| SANS 4831:1991/ISO 4831:1991 (2022-088) | - Microbiology General guidance for the enumeration of coliforms: Most probable number technique |
| SANS 4833:1991/ISO 4833 (2002-06-03) | - Microbiology General guidance for the enumeration of coliforms: Colony count technique at 30°C |

Electrical (General)

- | | |
|-------------------|--|
| SANS 10142-1:2003 | - The wiring of premises Part 1: Low voltage installations |
|-------------------|--|

By-Laws and Regulations of the Supply Authority
The Telkom SA Ltd Regulations

Electrical (Low Voltage Motors)

- | | |
|---------------------------------|---|
| SANS 1804-1:2001 | - Induction motors Part 1: IEC requirements |
| SANS 1804-2:2004 | - Induction motors Part 2: Low-voltage three phase standard motors |
| SANS 1804-3:1998 | - Induction motors Part 3: Low-voltage three phase intermittently-rated wound-rotor motors. |
| BS 4999, and all relevant parts | Rotating electrical machines |

Pumps

New or refurbished pumps supplied on behalf or by the Operator shall comply with the current issues of the following:

British Standards Institution: BS 970, 1400, 3100, 3468, 4360, 4675, 4999, 5316, 4505

SANS 1123:2003 – Pipe flanges

Swedish Standards: SIS 05 59 00

3.2.5.2. Statutory and Regulatory Requirements

In the day-to-day operation and maintenance of the Works the Operator shall ensure full compliance with all applicable legislation, regulation, code, bylaws and other prescriptions by public authorities:

3.2.5.2.1. *Acts, Regulations and other Statutory Requirements*

All relevant statutory requirements and regulations laid down in the latest edition of the following promulgations shall be adhered to at all times:

- The National Water Act (Act 36 of 1998) (NWA)
- The Water Act (Act 54 of 1956) (WA)
- The Environmental Conservation Act (Act 73 of 1989) (ECA)
- The National Health Act (Act 61 of 2003) (HA)
- The Water Services Act (Act 108 of 1997) (WSA)
- The National Environmental Management Act (Act 107 of 1998) (NEMA)
- The relevant JBMLM Water Services By-Laws as amended from time to time.
- Occupational Health and Safety Act, 1993 (no. 85 of 1993);

Notwithstanding the aforesaid all actions of the service provider shall comply with the above and all other applicable legislative requirements, and shall further indemnify and hold harmless the JB Marks Local Municipality for any non-compliance of statutes and/or regulations by any party concerned with treating, handling, transporting, processing, utilising or disposing of Industrial and tanker effluent insofar as the works as designed and feed water volume and quality are capable of performing.

3.2.5.2.2. *Registration of the Water Treatment Works Operators*

Section 26 (f) of the National Water Act (No. 36 of 1998) provides for all operators of water treatment plants to be registered with the national Department of Water Affairs and Forestry. It shall be the Operator's responsibility to ensure that such registrations (see Regulation R2834 dated 27 December 1985) are in place and maintained. The Operator shall also position himself to be prepared for Regulation 17 of the Water Services Act, as soon as it is promulgated, or sooner as the need arise to satisfy Blue Drop or Green Drop requirements.

3.2.5.2.3. *Environmental Management Plan (EMP)*

The Environmental Management Plan (EMP) to be prepared for the Works forms an integral part of the Asset Management Plan. The Operator is responsible for the full and continuous implementation of the EMP.

3.2.5.2.4. ***Municipal Regulation, Code and By-Laws***

All regulation, code, by-laws and special requirements of the local authority within which municipal area the Works is situated shall be adhered to.

3.2.5.3. **The Service Specifications**

The Service Specifications are those specifications which should be in place in order to carry out the services required in terms of this contract. The Service Specifications include the following sections:

Definitions

Water quality and quantity measurement and testing (Refer to Section 3.2.9 in this regard)

Safety and Environmental Plan

Procurement Plan

Systems and Processes

Performance monitoring (Refer to Section C3.2.11 in this regard)

Defects notification in respect of equipment supplied under Contract by others

3.2.5.4. **Particular Specifications, Manuals and Related Data**

The Service Specifications, Standard Specification Manuals and Related Data will all apply to the Works. The following types of additional information will complete the AMP and therefore the contractual obligations.

- Asset list generated from available databases provided in terms of these bid documents
- Operating & Maintenance Manuals. (assume availability at all plants)
- The available Layout or schematic drawings included in Volume 2 of these bid documents.
- Handbook for the Operation of Potchefstroom Water Treatment Works (WISA 2002).
- The Treated Potchefstroom Water Specification;
- The Treated Water Specification;

All existing and new equipment and materials shall be installed, serviced, maintained, and repaired strictly in accordance with the stated specifications, instructions and manuals of the relevant manufacturer or supplier.

3.2.6. MANAGEMENT AND ADMINISTRATION PLAN

This section describes the systems and processes that should be put in place as part of the Asset Management Plan.

3.2.6.1. Risk assessment

Risk management processes should be put into place to:

- Identify risks and critical assets
- Evaluate and quantify risk probability and impact
- Ensure risks are dealt with appropriately (avoided or mitigated)
- Ensure that residual risks are well understood and insured.

Risk types include occupational, health and safety matters; financial risks; public and general liability; asset level risks; environmental risks; and the risk of service disruption.

These shall be reviewed and amended at each monthly meeting.

3.2.6.2. Financial Plan

The Operator shall prepare a Financial Plan as part of the Management and Administration Plan, which must address at least the following:

- Monthly generation of all performance, quality and cost data per works
- Invoicing and escalation adjustments
- Overall budgeting and forecasts
- Expenditure Expenses (Management Accounts)
- Maintenance and repair budgets
- CAPEX
- Refurbishment
- Asset register
 - Quarterly updates
 - Annual Condition Assessment
 - Annual Evaluation

With regard to the Asset Register more information and requirements are detailed in Section 3.2.7 below.

3.2.6.3. Human Resources

Included in the Management and Administration Plan, shall be a section on Human Resources. Aspects which need to be addressed in the section on HR shall include at least the following:

- Organizational structures, duty and standby rosters
- Job descriptions and KPA's
- Staff Records and Payroll
- Time and Attendance
- Disciplinary Code
- Leave of Absence
- Training

Prospective Operators should also study Section 3.2.8 on Human Resources below.

3.2.6.4. Recordkeeping and activity-based costing

Management systems should be implemented to ensure activity based costing on the operation and maintenance of all assets.

Maintenance: The Operator shall put into place control systems that ensure proper recordkeeping and activity based costing of the maintenance of all assets included in the Works. The Asset Management system software shall have the ability to record all maintenance activities, dates, resources employed and associated costs. Job cards should include for all skilled and unskilled maintenance personnel (labour), spares and other materials, transport, plant and equipment required for the activity receiving attention.

Operations: A recordkeeping system shall be implemented keeping track of all operating parameters, including cost, enabling optimisation of the operating function. The Operator shall keep a written record of all measurements taken and analyses done for process control and for reporting to relevant authorities in terms of legal or project management requirements. A logbook shall be kept for daily recording of resources employed [operating personnel, dosing rates and chemical utilisation, energy consumption(electricity), transport, plant and equipment, hour meter and flow readings,]; plant, equipment and power failures and malfunctions; spills, pollution and event of unsafe operations; and detail of measures taken. Record keeping formats shall be included in the Operating Plan for approval.

3.2.6.5. Reporting

The Contractor is to provide clear schedules or charts showing the communication channels, responsible person and response times for any non-compliances, breakdowns, emergencies, supply disruptions, environmental and disaster events. This shall include interfaces with the Employer and its representatives, as well as with the JB Marks Municipality counterpart structures, call centre and disaster management structures, (refer to schedule 5: item 5.8.2).

There is a substantial number of reports required, including schedules and graphs. These shall contain, but are not limited to, information on the aspects per Works and the Contract as a whole, as listed below:

Discipline	Reporting requirement	Report	Graphs & trend lines	Daily	Weekly	Monthly	3/6/12 monthly
Human Resources	Organogram	Y					A
	Staff Returns	Y				M	
	Training	Y					M
Health & Safety	Risk Register	Y				M	
	Hazard management	Y		D		M	
	Medicals & PPE	Y		AHoc			A
	Induction & Training	Y		AHoc		M	
	Toolbox Talks			D			
	Safety equip. maint	Y				M	
	Incidents & actions	Y		D		M	
	Legal compliance	Y		D		M	
Flow meters – All stages of plant process	Meter reading	Y		D			
	Volume	Y	Y	D		M	
	Reservoir levels	Y		D		M	
	Pipeline offtake status	Y		D			
Hour Meters – All plant where installed	Meter Reading	Y		D			
	Hours	Y		D			
Electricity - all meters	kWh	Y	Y	D		M	
	KVA	Y				M	
	Power disruptions	Y		D		M	
Chemicals – all dosing points	Stock movement	Y		D		M	
	kg used	Y		D		M	
	Dosing rate	Y		D		M	
	On-site testing	Y		D		M	
Quality Monitoring all determinant s across all process	Daily on site tests	Y		D		M	
	Laboratory tests	Y	Y	D		M	
	Annual Lab Tests	Y					A
	Capture on IRIS	Y				M	
Environmental monitoring	Upstream/downstream	Y				M	
	Boreholes	Y					6M
	Rainfall	Y	Y	D		M	6M
Discipline	Reporting requirement	Report	Graphs & trend lines	Daily	Weekly	Monthly	3/6/12 monthly
Blue Drop	Implementation	Y				M	
	Audits	Y				M	A
	Municipal interaction	Y				M	
Tanker monitoring	On-site tests	Y		D		M	
	Lab tests	Y		D		M	
	Default reports	Y				M	
Inspectors – Valves & water leaks	Report with photos	Y		D			
	Follow up to closure	Y		D			
	Consolidated report	Y				M	
Operations	Operating regimens	Y				M	
	Operations disruptions	Y		D		M	
	Incidents and actions	Y		D		M	
	Non-compliances	Y		D		M	
	Corrective actions	Y		D		M	
Maintenance	Asset Man. Report	Y				M	
	Asset Inventory	Y					3M
	Condition Assessment	Y					A
	Prioritised Budget	Y				M	A
	Breakdown & quotes	Y		AHoc		M	

	Emergencies & action	Y		AHoc		M	
	Routine maint M&E	Y				M	
	Routine maint G&B	Y				M	
	Preventative maint	Y		AHoc		M	
	Repairs	Y		AHoc		M	
	Emergency Repairs	Y		AHoc		M	
	Replacement	Y		AHoc		M	
	Upgrade & expansion	Y		AHoc		M	
	Supply disruption	Y		D		M	
Security	Rosters and contacts	Y				M	
	Gate control	Y		D			
	Incidents	Y		D		M	
	JBW/Police liaison	Y		AHoc		M	
Financial	Approval work done	Y				M	
	Approval quantities	Y				M	
	Agree certificate claim	Y				M	
	Invoicing	Y				M	
	Budgeting	Y				M	A

Report formats will be agreed with the Employer prior to implementation.

3.2.7. ASSET REGISTER AND VALUATION

The Asset Management Plan will include information detailing the assets included in the Works which the Operator shall be responsible to operate and maintain. The asset register categorises the Works assets into the following groups:

Structures
Buildings
Electrical
Electronic
Mechanical
Site

The following information should be included for each asset:

Asset number / barcode number
Functional area
Description
Location
Technical Information
Financial Information

The current asset register is available on a CD which is included in Volume 2 of these bid documents. The Operator is responsible to maintain and update the asset register continuously and to submit the updated register to the Employer at the end of each quarter of the financial year of the Employer. The financial year of the Employer commences in July.

Valuation of the assets, which include a Condition Survey will be conducted annually. The Condition survey, which will include physical, photographic and visible evidence, will be applied through a comparative analysis, to determine trends attributable to interventions by the operator in the preceding period, normal operational wear and tear etc. The comparative analysis will be applied to:

- determine future interventions.
- establish performance gaps of the respective parties.
- service levels etc.

Details of the Operator's Asset management system should be provided, and data must be available for transfer onto the Employers own systems.

3.2.8. HUMAN RESOURCES

3.2.8.1. Legislation

The operator shall be obliged to comply with all applicable labour legislation (incl. all regulations and directives issued pursuant to any such legislation) including, without limitation the following:

The Occupational Health and Safety Act 85 of 1993 (OHSAct)

The Labour Relations Act 66 of 1995 (LRA)

The Basic Conditions of Employment Act, No. 75 of 1997 (BCEA)

The Employment Equity Act, No. 55 of 1998 (EEA)

The Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000

The Skills Development Act, No. 97 of 1998 (SDA)

The Skills Development Levies Act, No. 9 of 1999 (SDLA)

3.2.8.2. Personnel Status

It is essential to recognize the status of the staff currently employed at the works. All the staff (management and bargaining unit – plant specific) are employed by Korone Engineers, the current Operator

Korone Engineers is a private company, who was appointed by the JB Marks Local Municipality to assume responsibility for Operation and Maintenance of the Works. This existing contract will expire on the commencement of this Contract, and is currently continuing on a month-to-month basis

3.2.8.2.1. *Key Labour Principle (with reference to LRA)*

All affected employees, currently employed by Korone Engineers on the treatment plants, are to be taken over by the new operator strictly in accordance with the provisions of Section 197 of the Labour Relations Act, except those who will be relocated elsewhere by Korone as per the staffing structure. Additional personnel required by the operator based on the current scope of work must be included in the

tendered rates.

3.2.8.2.2. *Transfer of Employment*

The transfer of employees will be regulated through a Transfer Agreement between Korone and the “new employer”.

Should the “new employer” wish to offer alternative terms and conditions of employment and/or benefits to the employees not bound by a collective agreement (non-bargaining units), these must not be less favourable than what the employees currently enjoy. However, the offer may include a proposal of a different set of conditions of employment that, as a whole, offers better conditions of employment and benefits than currently enjoyed by the employees. The offer must be made with the mutual consent of the affected employee.

3.2.8.2.3. *Future Conditions of Employment, Benefits and Remuneration*

The conditions of employment of the transferred employees covered by a bargaining agreement will be retained and an alternative offer from the “new employer” would not be entertained. However, the “new employer” may offer other terms and conditions of employment to the transferred employees not covered by a collective agreement provided this is done with the mutual consent of the employee involved and equal to or better than those currently enjoyed by the employee.

The transferred employees will have no loss of benefits including salary, bonuses, pension and provident, housing, transport, medical aid and accumulated leave. The current leave cycle, leave pay accrued and any other payments accrued and not paid out, e.g. pro rata bonuses, will be retained. The years of service and current sick leave cycle and, if applicable, the remainder of the probation period will also continue without interruption.

3.2.8.2.4. *Continuity of Employment and Status*

No job losses or retrenchments will occur during the initial sunset clause as stipulated in par 3.2.8.2.5 and there will be no loss in job status and responsibility but a continuation of employment including seniority level with no interruptions allowed. The operator will, as the “new employer” of transferred employees automatically be substituted in place of the “old employer”.

3.2.8.2.5. *Sunset Clause*

The contractual arrangements must include an undertaking from the “new employer” of continuous employment for a period of not less than 12 months as a built-in measure to protect the job security of employees who transfer to the “new employer”. This is normally referred to as a sunset clause. It does not affect the validity of disciplinary procedures.

3.2.8.2.6. *Collective Agreements and Trade Union Membership*

Continued membership of the respective trade unions to which the transferred and

seconded employees belong will be retained. This will imply that, through the trade unions, the affected employees will remain part of their relevant Union bargaining unit and will therefore be entitled to the conditions of employment, benefits and remuneration negotiated at the bargaining unit. Of necessity the operator will, in the case of transferred employees, have to enter into a separate recognition agreement with the respective trade unions and deduct the trade union subscription fees in the manner prescribed by the LRA.

3.2.8.2.7. *Pension and Provident Fund*

Although the LRA stipulates that transferred employees may keep membership of their current pension or provident fund this is not always possible.

The alternative, as also provided for in the LRA, is for the employees to join a similar pension or provident fund provided by the “new employer” provided also that the criteria in Section 14(1)(c) of the Pension Funds Act, No. 24 of 1956, are adhered to. This implies that the fund so provided by the “new employer” must be financially secure and tax exemption must be established regarding the provident fund.

3.2.8.2.8. *Medical Aid*

The medical aid benefits of the transferred employees currently belonging to a medical aid fund must continue. Although the LRA stipulates that these employees must have the option to remain with their current funds this is not always possible. The alternative, also provided for in the LRA, is for the employees to join the fund provided by the “new employer” provided further that the individual contributions do not exceed current contributions, the benefits are not less favourable than those provided by their current funds and benefits will continue uninterrupted.

This implies that the “new employer” must be able to offer a medical aid scheme that complies with the abovementioned criteria.

3.2.8.2.9. *Housing*

Any housing benefits, which transferred employees currently, receive, must be continued.

3.2.8.2.10. *Transport*

The transport arrangements or transport benefits of transferred employees currently receiving a transport allowance must continue, including the current transporting of shift personnel from the works to a central point within the Municipality.

3.2.8.2.11. *Continued Liability*

Section 197(7) and 197(8) of the LRA regulate the financial security of payments accrued and not paid out. It holds the old and new employers for a period of twelve (12) months jointly and severally liable for their respective pro-rata share of leave pay and any other payments accrued, i.e. bonus pay. This is to financially secure these payments on behalf of the transferred employees.

3.2.8.2.12. Disciplinary Matters

The disciplinary code and procedure of the “new employer” will after the date of transfer apply to the transferred employees. Care should be taken to ensure that the latter code and procedure are reasonable and fair.

The validity of the disciplinary code is not affected by the sunset clause in that the sunset clause does not prevent the “new employer” to dismiss an employee.

In accordance with Section 197(5) of the LRA, the “new employer” is bound by any arbitration award and furthermore any dismissal, unfair labour practice and unfair discrimination act by the “old employers” are considered to be done in relation to the “new employer”.

3.2.8.3. Project Management Staff Structure

3.2.8.3.1 Management, Supervisory and Support staff

The Operator shall appoint all managerial, technical, administrative staff and support functions, to perform its management, operations and maintenance functions associated with the works.

3.2.8.3.1 Competent Person

It is a requirement to have a registered GMR 2.1 appointee full time on site for this contract.

Extracts from the General Machinery Regulations (GMR) regarding the Appointment of Competent Persons

Definition

“competent person” in relation to machinery, means any person who:

- has obtained an engineering diploma in either the mechanical or electro-technical (heavy current) fields with an academic qualification of at least T3 or N5, or of an equivalent level, and who subsequent to achieving such qualification has had not less than two year’s practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise.

- is a graduate engineer who has had not less than two years post graduate practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise and who has passed the examination on the Act and the regulations made there under, held by the Commission of Examiners in terms of regulation 6 (3)(b) of the certificate of competency regulations published under Government Notice R.533 of

16 March 1990, or;
is a certificated engineer.

Supervision of Machinery

In order to ensure that the provisions of the Act and these Regulations in relation to machinery are complied with, an employer or user of machinery shall, subject to this regulation, in writing designate a person in full time capacity in respect of every premises on or in which machinery is being used.

The chief inspector may, subject to such conditions as he may impose, permit an employer or user of machinery to designate more than one person in terms of sub regulation (1).

Subject to the provisions of this regulation, an employee designated in terms of sub regulation (1) shall be a competent person;

(a) If:

the sum of the power generated by machinery on or in the premises in question and the power derived from other sources, including the generation of steam for process purposes, exceeds 1200kW, but is less than 3000kW, the person designated in terms of sub regulation (1) shall be a person referred to in paragraph (b), (c) or (d) of the definition of competent person;

any sum is 3000kW or more, the person so designated shall be a person as referred to in paragraph (c) or (d) of the said definition.

(b) For the purpose of paragraph (a), the power derived from the generation of steam by any particular boiler shall be calculated in kW by dividing the manufacturer's rated evaporative capacity (in kg of water per hour at 100 degrees Celsius) by 21 or, in the absence of such rated evaporated capacity, by multiplying the heating surface of the boiler (in square meter) by 0,8.

If, in the case where machinery on or in the premises in question is used solely for the distribution of electricity:

the maximum demand over any continuous period of 30 minutes is 3000kVA or less, the person designated in terms of sub regulation (1) shall be a person as referred to in paragraph (a) of the definition of competent person and registered as an installation electrician in terms of regulation 11(1) of the Electrical Installation Regulations, promulgated under Government Notice R.2270 of 11 October 1985.

any such demand exceeds 3000kVA, but is less than 10000kVA, the employee so designated shall be a person as referred to in paragraph (b), (c) or (d) of the said definition.

any such demand is 1000kVA or more, the employee so designated shall be a person as referred to in paragraph (c) or (d) of the said definition.

3.2.8.4. Site Specific Staff

3.2.8.4.1. Transfer / Quantum

The number of employees who are eligible for transfer is presented under section 3.2.8.2 and is detailed in Section C4.1. The successful tenderer, as the new operator, shall employ all WSSA's existing staff as detailed in Section C4.1 and in accordance with the principles of 3.2.8.2.

3.2.8.4.2. Pricing Data

The tender pricing data reflect the current staff structure, including vacancies, and their respective total cost to company. Variations to the monthly fixed charge will only apply under the following circumstances:

When staff elect not to be transferred to the new operator.

When staff resign on their own accord at any stage during the contract period.

When staff are dismissed – strictly in accordance with the LRA, bargaining agreements and conditions of employment.

When a staff member retires, passes away or is boarded for medical reasons.

In such cases the requirements of Section 3.2.8.4.3 apply. The monthly fixed charge will be adjusted accordingly during periods where reduced staff levels apply, until such time as the staff level is reinstated. The operator will be responsible to strictly uphold optimal staff levels on a continuous basis.

3.2.8.4.3. Staff Shortfall

The staff structure referred to in Section 3.2.8.4.1 is regarded as the optimal structure for the operation and will be regarded as the minimum base-level in terms of numbers per plant / installation, level of competency and experience, grading and qualification. The operator shall provide for any additional staff they deem necessary to fulfill its obligations in terms of this contract and prevailing legislation.

A shortfall is defined as would be the case with the current vacancies, and/or when any of the current staff elect not to be transferred in terms of the provisions under par 3.2.8.2, or voluntarily leaves the employ of the current or new operator, or to fill vacancies due to dismissal or retirement. In such cases the operator will be responsible to source and appoint replacement staff with similar qualifications and levels of experience, applying the historic cost to company of the respective post levels. Employment of new staff will be subject to the provisions of Section 3.2.8.4.5.

3.2.8.4.4. New Staff Structure

The current staff structure can be regarded as the optimal structure for the operation. The new operator is free to design it's own optimal staff structure for the operation which will adhere to all legal and operational minimum requirements and will, after approval by the employer, be regarded as the minimum base-level in terms of numbers per plant. However the provisions of Section 3.2.8.2 will still apply.

3.2.8.4.5. *Employment of new Staff*

All staff employed after the commencement date of this contract, must be appointed on Fixed Term Contracts of Employment of which the term will expire automatically upon the termination of the contract between the employer and contractor. Termination will be either on the agreed expiring date of the contract or on the termination of the contract between the parties for any other reason.

3.2.9. WATER / EFFLUENT QUALITY AND QUANTITY MEASUREMENT AND TESTING

Water quantity and quality measurement and testing and guides the process to include this function into the Operating Plan forming part of the AMP.

3.2.10. SAFETY AND ENVIRONMENTAL OBLIGATIONS

The Operator shall also ensure full compliance with the Environmental Management Plan (to be compiled) at all times. The Operator shall ensure compliance with safety legislation and regulation and with any safety specifications and directives that may be issued by the Employer. The Operator shall appoint key persons from its organisation to be responsible for safety, security and environmental aspects of the Works. Appointments shall be made in terms of the applicable act and regulations. A SHEQ manager should oversee the process. Regular safety inspections and meetings shall be held and reports submitted to the Employer or its Safety Agent. The Operator as and when required should carry out safety training. Any aspect of the Works that requires classification as a Major Hazardous Installation should be so classified and operated and subsequently full legal compliance ensured in this respect.

The Operator shall enter into an Agreement with the Employer in terms of which the Operator is to assume certain responsibilities related to health and safety matters. A pro forma Occupational Health and Safety Compliance Agreement is provided in Section C1.3.

3.2.11. SECURITY

The Security at various Works, local offices, workshops and stores is currently outsourced, and is the employers responsibility

3.2.12. LOCAL LABOUR INTENSIVE SERVICES

The Operator shall create local labour intensive employment opportunities, with preference given to local emerging enterprises.

The Operator shall manage and mentor these enterprises to optimise their performance and development.

The Operator shall ensure that concerning the Ground Maintenance service, that

adequate plant and equipment is available and maintained at all times, either providing these as free issue or assisting in their procurement.

3.2.13. PERFORMANCE MANAGEMENT

The Operator's performance will be measured against a set of Key Performance Indicators (KPI's), which will have to be agreed upon between the Operator and the Employer. The table overleaf will serve as a point of departure.

END OF SECTION

KEY PERFORMANCE AREAS FOR JB MARKS LOCAL MUNICIPALITY

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	PERFORMANCE STANDARD	FREQUENCY	SOURCE OF EVIDENCE
Quality monitoring	To ensure that potable water produced at Potchefstroom Water Treatment Works (Lakeside) meet SANS 241	Perform process control, as well as risk-based quality checks as per the attached quality monitoring regime	As per regime	Test results in monthly reports
Treatment capacity	Production from water treatment plants must be equal to design capacity	Production should be 90% or more of the design capacity	Monthly	Monthly reports
	Inflow to all the Potchefstroom Water treatment plants to be measured daily	Total incoming flow to be metered every day at the same time	Daily	Monthly reports
Sustainability	Approved budget for the coming financial year	100% Compliance	Annually	Budget report
	Ensure that the functioning of plant and equipment is sustainable	Conduct annual condition survey of assets in all the treatment plants	Annually	Assessment Report
Timelines	Ensure that daily and monthly results of KPI's are submitted timeously.	Monthly reports to be submitted before the 7 th of the following month	Monthly	Date of receipt of electronic version of report
	Ensure that budget report is submitted timeously	Budget report to be tabled at the December meeting	Annually	Minutes of meeting
	Ensure that Annual Condition Survey is performed timeously.	To be performed annually during June; results to be submitted before the end of September	Annually	Date of receipt of electronic version of report

Generic Components of a Water Treatment Works

The Operating Plan and the Maintenance Plan should be based on the asset information. These assets typically include.

1. Raw Water Dam

Civil structures and grounds
Grids, ladders and handrails
Walkways
Meters, pipework and valves

2. River Intake and Pump Station

Control equipment
Electrical switchgear
Civil structures and buildings
Hoisting equipment
Grids, ladders and handrails
Walkways
Weirs and sluices
Meters, pipework and valves

3 Pre-Chlorination Installation

Booster pumps
Civil structures and buildings
Dosing & Control equipment
Electrical switchgear
Pipework and valves
Fans, breathing apparatus, safety equipment and alarms

4 Inlet Works and Tower

Control equipment
Civil structures and buildings
Grids, ladders and handrails
Walkways
Manual and automatic screens
Weirs and sluices
Meters, pipework and valves

- 5 Flocculation Channels**
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
- 6 DAF Units**
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Saturators
Compressors
Pumps, pipework, valves and nozzles
Flow meters
- 7 Settling Tanks**
Effluent weirs
Effluent / outflow launders
Sludge withdrawal system
Pipe work, valves and spray systems
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Sludge hoppers
Control equipment
Electrical switchgear
- 8 Sludge Sumps**
Control equipment
Electrical switchgear
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Pipework and valves
Pumps
Hoisting equipment
- 9 Chemical Dosing Installation**
Dosing pumps
Dosing pipework

Storage tanks
Dilution tanks
Mixers
Bulk lime silos
Lime feeders
Control equipment
Electrical switchgear
Civil structures and buildings
Grids, ladders and handrails
Walkways

10 Filters

Pipe work and valves
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Control equipment
Electrical switchgear
Filter media (GAC and Sand)

11 Pump Stations

Control equipment
Electrical switchgear
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Pipework and valves
Raw water pumps
High lift pumps
Filter backwash pumps
DAF recycle pumps
Blowers for air scour
Flow meters
Hoisting equipment

12 Post-Chlorine dosing plant

Pipe work and valves
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices

Control equipment
Electrical switchgear
Scales
Chlorination equipment
Fans, safety equipment, breathing apparatus and alarms
Flow meters

13 UV Installation

Civil structures
Control equipment
Electrical switchgear
Pipework and valves

14 Filter wash water sump

Control equipment
Electrical switchgear
Civil structures and buildings
Grids, ladders and handrails
Walkways
Weirs and sluices
Pipework and valves
Pumps
Hoisting equipment

15 Grit and Sludge Disposal

Pipe work and valves
Sludge ponds
Drying Beds
Sludge thickeners, centrifuges or presses
Conveyors, hoppers and lay-down areas
Weirs and sluices
Pumps
Storage containers
Plant and equipment
Hoisting equipment

16 Pipelines, associated valves, controls and fittings

Access roads
General landscaping works for erosion control
Valve chambers
Valves (air-, isolating-, scour-, control-)
Flow meters and level controls – level control; in line, ultrasonic, magnetic and strap-on meters
Weirs and venturis

Pipe fittings
Pipe markers
Telemetry
PLC's and SCADA

17. Other

Valves and Sluice Gates
Site Pipework
Concrete and Water Retaining Structures

18 Buildings

Roof coverings
Roofs and ceilings
Walls
Floors
Fittings (Doors, locks etc)
Paintwork
Glazing

19 Plumbing

Rainwater disposal system
Soil and wastewater drainage systems
Domestic water distribution and reticulation systems
Sanitary and brassware equipment
Fire water piped reticulation networks.

20 Electrical Supply

The electrical distribution and reticulation systems on site
All components of the electrical infrastructure including but not limited to:
 Cabling above ground, and below ground
 Transformers
 Switchgear
Electronic Control Systems, SCADA and Telemetry
Generators
Uninterrupted Power Supply – UPS
Lighting and Security Lighting

21 Roads and Pavements

All components of the roadway infrastructure, which include the
 Road surface
 Underlying layer works
 Kerbing
 Road markings

Road signs

Sidewalks

22 Security Fence and Gates

Fencing

Gates

Supports

Electric fencing and Alarm systems

23 Grass and Terrain

Lawns

Gardens

OPERATION AND MAINTENANCE OF A WATER TREATMENT WORKS

The general operation work to be performed and executed shall include, but shall not be limited to the items listed below:

The general operation work to be performed and executed shall include, but shall not be limited to the items listed below:

Description	Frequency
• General housekeeping: Keep site in neat and acceptable condition	Daily
• Control access to the site	Daily
• Maintain safety conditions on site	Daily
• Log and report spills, pollution events, power failures, extraordinary process phenomena, etc. Check auto-reset of power to mechanical equipment	Event
• Calibrate and set flow measuring to ensure equalised hydraulic loading rates on downstream process units	Yearly
• Calibrate and set flow measuring equipment to ensure accurate flow data	6 Months
• Calibrate and set peak wet weather flow cut-off weirs at inlet works/stormwater balancing dams	Yearly
• Synchronise, by means of mathematical modelling and measurement, process units integrated systems with recycling (such as activated sludge systems) and make adjustments where necessary.	6 Months
• Develop a feel for effective treatment by means of visual indicators of good/bad plant performance: Colour, odour, foam, algae growth,	Daily

aerator spray patterns, effluent clarity, bubbles floating material, solids accumulation, flow patterns, turbulence, touch.	
Record operating hours and kW-hours of all mechanical equipment	Daily
Check operation of all valves and sluices	Monthly

Operation of Specific Processes and Units

Operation of specific processes, units and components of the water care works shall be done in accordance with this specification, with Additional Specification SF: General Operations and with the Particular Specification related to this work.

The specific operation work to be performed and executed shall include but shall not be limited to the items listed in the table below.

Description	Frequency
• General housekeeping: Keep site in neat and acceptable condition	Daily
• Control access to the site	Daily
• Maintain safety conditions on site	Daily
• Log and report spills, pollution events, power failures, extraordinary process phenomena, etc. Check auto-reset of power to mechanical equipment	Per Event
• Calibrate and set flow measuring to ensure equalised hydraulic loading rates on downstream process units	Yearly
• Calibrate and set flow measuring equipment to ensure accurate flow data	6 Months
• Develop a feel for effective treatment by means of visual indicators of good/bad plant performance: Colour, odour, foam, algae growth, solids accumulation, flow patterns, turbulence.	Daily
• Record operating hours and kW-hours of all mechanical equipment	Daily
• Check operation of all valves and sluices	Monthly

Operation of Specific Processes and Units

The specific operation work to be performed and executed shall include but shall not be limited to the items listed in the table below.

Description	Frequency
Raw Water Dam	
• Note whether dam is overflowing	Daily
• State of plant and algae growth in dam	Daily

Description	Frequency
Note general appearance of raw water	Daily
Raw Water Pump Station	
Check operation of pumps	Daily
Note which pumps are running	Daily
Check water level in sump	Daily
Clean pump station	Daily
Record operating hours of individual pumps	Daily
Pre-Chlorination Installation	
Check operation of booster pumps	Weekly
Check for chlorine leakage	Monthly
Chemical Dosing Installation	
Check operation of all dosing equipment	Daily
Check chemicals stock	Weekly
Check calibration of dosing pumps, feeders	Weekly
Check for leakages	Daily
Check lime silo load cell reading with bulk lime	Daily
Check operation of mixing equipment	Daily
Inlet Tower	
Check position of isolating sluice	Daily
Check that area is clean	Daily
Check that water does not overflow at emergency overflow	Daily
Clean any scum from inlet compartment	Daily
Flocculation Channels	
Check scum build-up and flush	Daily
Isolate channels, drain and flush	12 Months
Settling Tanks	
Check pipework valves etc	Daily
Check sludge level in tanks	Daily
Check flocculation	Daily

Description	Frequency
• Clean scum or algae from structure	Daily
• Check desludging process	Daily
• Check turbidity of settled water	Daily
Dissolved Air Flotation	
• Check all pumps, pipework and valves for leaks	Daily
• Check that water is milky, without bubbles	Daily
• Check efficiency of sludge removal	Daily
• Check underflow of DAF (NTU<3)	Daily
• Check pump rates	6 months
• Service compressor	6 months
Sand Filters	
• Check water levels in filters	Per Shift
• Check air scour pattern	Daily
• Check backwash rate	Weekly
• Check media losses	Weekly
• Backwash 5 consecutive sequences manually	6 Months
• Check media grading	12 Months
Granular Activated Carbon	
• Check water levels in filters	Per Shift
• Check air scour pattern	Daily
• Check backwash rate	Weekly
• Check media losses	Weekly
• Backwash 5 consecutive sequences manually	6 Months
• Check efficiency of GAC (Iodine test)	6 months
Pump Station	
• Check operation and correct switching of pumps	Daily
• Clean drainage sumps	Weekly
Chlorine Dosing Plant	
• Check operation of chlorination system	Daily

Description	Frequency
• Check operation of scales	Monthly
• Check operation of leak detectors	Monthly
Filter Wash Water Sump	
• Check operation of pumps	Daily
• Check whether foreign object have fallen into sump	Daily
• Check operating level of sumps	Daily
Other	
• Check flow meter operations	Daily
• Check flow meter calibrations	Monthly
Rising Mains	
• Route survey to inspect for visible leaks, illegal connections etc.	Monthly
• Inspection of control equipment chambers (internal)	Monthly
• Inspection of air and scour valve installations	Monthly
• Check and clean air valve release mechanisms	3 Months
• Inspection of bulk meters	Monthly
Reservoirs	
• Inspection of in and outlet control equipment	Monthly
• Inspection of general structure condition (leaks, spalling etc.)	6 Months
• Extensive cleaning of reservoir inclusive of disinfection	12 Months
• Inspection of bulk meters.	Monthly

WATER MONITORING

CONTENTS LIST

- 3.3.1 Scope**
- 3.3.2 Water Quality Monitoring**
- 3.3.3 Laboratory Quality Assurance**
- 3.3.4 Water Quality Monitoring Regime**

WATER MONITORING

3.3.1. SCOPE

The Operator is responsible for performing at the prescribed frequencies all laboratory or other tests required for the day-to-day operation of the plant. Copies of the test results shall be available on site or on the prescribed management information system for inspection by the Employer and any other authorized body and shall be forwarded to such other parties as may be directed by the Employer or its agent.

3.3.2. WATER QUALITY MONITORING

The Operator shall make qualified and competent staff available for the performing of effluent / water quality monitoring on site and/or at its regional laboratory; as the Operator shall also arrange all necessary external laboratory analysis. Portable testing equipment should be calibrated regularly. The Operator shall supply all consumable items necessary to perform the analyses specified, including glassware, chemicals and instrumentation consumables.

The Operator at the following locations should undertake water quality monitoring:

At the water and/or effluent treatment plant by the operational staff, thereby monitoring and controlling treatment plant performance and detecting and reporting sudden raw water quality changes, influent upsets etc.

At the regional laboratory of the Operator and selected external SANAS accredited laboratories on samples taken by the operational staff, thereby evaluating compliance in terms of the Treated Water and Effluent Specifications.

At the JB Marks Emergency Dam, monitoring, controlling and testing tanker discharge

3.3.3. LABORATORY QUALITY ASSURANCE

Internal as well as external quality control measures should be applied.

Internal quality control involves:

Certification of operator competence and qualifications;

Recovery of standards or known additions (quality control charts)

Calibration of laboratory equipment through standards (before each sample batch)

Analysis of reagent blanks

External quality control measures include accreditation and/or the participation in a SASS water check proficiency program in which water quality results are prepared, but unknown standards, are evaluated and compared. These results are used to evaluate, compare and rank the competencies of different laboratories against each other.

3.3.4. WATER MONITORING REGIME

The water / effluent monitoring regime that applies to the works is presented in the tables below. Quality monitoring, where applicable, is performed at:

- the water source;
- the water or effluent treatment facility which provides monitoring of the principal treatment units;
- final treated water outlets;
- certain environmental testing points (boreholes and upstream/downstream of the Potchefstroom Water treatment works).
- distribution reservoirs (Potable supply); and
- consumer points of supply.

The frequency of parameters to be reviewed on an annual basis will be adjusted to alternative periods should recorded values be of concern or not within acceptable limits.

The monitoring frequencies determined for treatment unit processes are average only. These frequencies should be adjusted (if required) in the event of changes in raw water, effluent quality, plant upsets, or where dosing regimes are investigated on a trial basis. Ad hoc monitoring (as per the tables) will be paid for on a cost plus 5 percent basis – as and when required.

The number of sampling points applicable to reticulation / consumer points monitoring is provisional and subject to confirmation of the demographics of each respective supply area (SANS 241 refers).

Applicability

This document is applicable to all contractors and suppliers conducting contractual activities for and on behalf of JB Marks LM.

- **Appointments**

The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.

All appointees shall be suitably trained and found to be competent for the responsibilities there are assigned for.

Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

- **Insurance**

The contractor and all its appointed sub-contractor(s) shall be registered with an appropriate compensation commissioner and have a valid letter of good standing from commissioner. The contractor is responsible for ensuring the Letter of Good Standing is valid for the entire duration of the project/contract. A copy of the letter of Good Standing must be kept in the SHE file.

- **Induction**

An initial induction shall be done with key personnel to familiarize them with the requirements on

site and for compiling the SHE file.

Once labourers are appointed JB Marks LM will conduct an induction on SHE requirements, and the contractor is also required to conduct their company specific induction

- **Submission of Safety File**

once appointed the contractor can submit their safety file for approval.

Approval will be granted when the critical items have been sufficiently addressed.

- **Risk Assessment**

Every Contractor who has been appointed contractually to conduct work for JB Marks LM shall do compile a baseline risk assessment prior to starting with work, subject to the approval of the Client.

Thereafter the task-based risk assessments will be done daily with every task being done.

- **Safe Working Procedures/Method Statement**

The following method statements / safe working procedures must be compiled:

- Fall protection plan, emergency procedure, waste management plan, incident investigation procedure
- Repair of Plumbing (Method statement)

- **Working on Heights**

A competent person must compile a fall protection plan for all tasks which will be done at elevated position.

- The requirements as per the Construction regulations for working at heights shall be always complied with by the contractor.
- The fall protection plan shall be specific to the work that will be conducted at elevated position and proper provision must be made for rescue of employees at heights.
- Fall protection plan must include fall risk assessment detailing proper controls to be implemented.
- All employees who their duties entail working at heights must be declared medically fit by an Occupational Health Practitioner for working at heights.
- Employees who will be working at heights must be trained by a competent service provider for working at heights and must be trained on use of fall prevention/arrest devices to be used at heights.
- Employees working at height must be trained on the latest approved fall protection plan before work commences at height.

- **Medical Screening Requirements**

The contractor shall ensure that a medical surveillance programme is implemented for all employees.

- The medical examination shall be conducted in line with the employee job profile/job description.

- A valid medical fitness certificate must be submitted together with the SHE File for approval for all employees who will be doing work for Johannesburg Water.
- Any employee(s) who are declared conditionally fit must be provided with employment which does not aggravate their medical condition as to endanger themselves or other employees.
- the following tests shall be done:
 - Audiograms.
 - A cardio-respiratory examination
 - Lung function tests.
 - Eye/ sight tests.
 - A general physical examination.
 - A review of previous medical history.
 - Blood pressure tests
 - Glucose tests
 - Vaccinations (Hepatitis A & Typhoid)

- **Toolbox Talk**

The contractor shall ensure they conduct toolbox talks with their employees on a weekly basis and records of these must be kept in the SHE file.

The objective of toolbox talks should be to communicate relevant site information to assist in improvement of occupational health and safety performance.

Employees must acknowledge the receipt of toolbox talks and this record must also be kept in the SHE file.

- **Personal Protective Equipment (PPE)**

Contractor must issue their employees SABS approved PPE. A copy of the PPE issue register signed by the employee issued with the PPE must be kept in the SHE file.

Contractor supervisors are required to conduct continuous inspections of the PPE issued to their employees to ensure that they are still in good condition to be used by the employee or they still comply with manufacture requirements.

The contractor is responsible for ensuring that employees are trained on the safe use of the PPE issued to them, how to maintain it and the limitations of the PPE.

NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE

- **Workplace Signage**

Appropriate symbolic signage must be displayed where it is required by legislation.

Appropriate warning, mandatory and information signs must be placed where required.

All signs must comply to SANS/SABS requirements.

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas.

- **Incident Reporting and Investigation**

All incidents shall be reported to the Client before the end of the shift or within 24hrs of occurrence.

Section 24 incidents shall be reported to DOL using the prescribed format.

The contractor shall develop an incident management procedure and communicate with all employees.

- **Notification of Construction Works**

The contractor shall notify the DOL in the prescribed format of the intended work prior to work.

- **Compliance Monitoring**

Weekly inspections and monthly audits will be conducted on site.

- **Completion**

Upon completion of the project the SHE file shall be returned to the Client for retention and close out. Completion Certificate will be issued by the Client.

JB MARKS LOCAL MUNICIPALITY



HEALTH AND SAFETY SPECIFICATIONS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ITS AMANDMENTS AND REGULATIONS, ACT 85 OF 1993.

DISCLAIMER

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it, however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies, and /or inadequacies must immediately be brought to the attention of the JB Marks Local Municipality and/or Agent. COVID-19 site specifications have been included; however, tenderers must note COVID-19 is an ongoing pandemic, and new information, research and legislation may affect these specifications and baseline risk assessment.

1. INTRODUCTION

JB Marks Local Municipality's responsibility and commitment is to ensure a safe working environment is in line with its Safety, Health, Environmental Risk and Quality Policy, along with legislative obligations.

This SHE specification is JB Marks Local Municipality's minimum requirements, which must be met for the specific project and for the duration of the project period by contractors.

The principal contractor is expected to develop a SHE plan that meets these requirements as well as all the relevant applicable legislation they conform to.

JB Marks Local Municipality in no way assumes the principal contractor's legal responsibilities. The principal contractor is and remains accountable for the quality and the execution of his/her health and safety programme, for his employees and appointed contractor employees.

This SHE specification reflects minimum requirements and should not be construed as all-encompassing.

All the requirements listed hereunder are in relation to the contract and project and do not supersede or replace any organisational SHE requirements.

2. SUPPORTING CLAUSES

2.1 SCOPE

This SHE specification lists the legislative and JB Marks Local Municipality requirements and where applicable, any requirements pertaining to Local Authorities / Municipal by-laws / Environmental legislation that must be met by contractors.

2.1.1 Purpose

This document will provide a standardised approach to the compilation of SHE specifications throughout JB Marks Local Municipality for projects and or contracts.

2.1.2 Applicability

This SHE specification is applicable to principal contractors and their appointed sub-contractors who intend tendering for the project/contract.

3. DEFINITIONS

For the purpose of the Construction Health and Safety Specification, the abbreviations or

definitions given hereunder shall apply:

3.1 “Act” refers to the Occupational Health & Safety Act No.85 of 1993 (as amended)

3.2 “Agent” refers to a competent person who acts as a representative for a client.

3.3 “Client” refers to the JB Marks Local Municipality.

3.4 “Competent person” refers to a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act; is familiar with the Act and with the applicable regulations in the Act.

3.5 “Construction work” refers to any work in connection with-

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

3.6 “Construction Work Permit” Refers to a document the provincial director will issue to a client who has applied and intends to have construction work carried out. The Provincial Director will within 30 days of receiving the construction work permit application:

- assign a site-specific number for each construction site
- the site-specific number contemplated in sub-regulation (3) must be conspicuously displayed at the main entrance to the site for which that number is assigned.

3.7 “Contractor” means an employer who performs construction work;

3.8 “Construction manager” refers to a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.

- 3.9 “Construction supervisor”** means a competent person responsible for supervising construction activities on a construction site;
- 3.10 “Contravention Notice”** means a written notice issued to workplace responsible person/s that relates to non-compliance matters warranting management attention within a prescribed time frame
- 3.11 “SSHSS” - Health and Safety Specification.”** refers to a site, activity or project-specific document prepared by the client pertaining to all health and safety requirements related to construction work for the project;
- 3.12 “H&S”** refers to Health and Safety.
- 3.13 “SHE”** refers to Safety, Health and Environment
- 3.14 “HSF”** refers to a File, a record in permanent form, or other record containing the information in writing required by these Regulations; [A Portfolio of Evidence providing legislatively required documentation and operational protocol documentation to mitigate, reduce or control the hazards and risks and to assist with the effective management of work activities on a construction site, presented to the Client for assessment and approval prior to mobilisation to the construction site for work under the Contract].
- 3.15 “HSP”** refers to a site, activity or project-specific documented plan in accordance with the client's health and safety specification; [a document systematic in method and approach, developed by the contractor which is included in the contractor's H&S File and arranged according to the client's “health and safety specifications” that references legislative requirements as well as project requirements pertaining to associated work(s) on a construction site and to ensure that hazards, according to their risk priority, are managed effectively and shall include all mobilisation and set-up activities that will be implemented on the construction site/workplace in order to ensure a safe and healthy work environment].
- 3.16 “Medical certificate of fitness”** means a certificate contemplated in sub-regulation 7(8). A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
- 3.17 “JBMLM”** refers to the JB Marks Local Municipality.

- 3.18 “Notification of construction work”** means a documented notification by the contractor to the Department of Employment and Labour in writing when any construction work other than work contemplated in regulation 4(1) is to be performed.
- 3.19 “OHS Act”** refers to the Occupational Health & Safety Act No 85, of 1993.
- 3.20 “Principal Contractor”** means an employer appointed by the client (JBMLM) to perform construction Work and to be in overall control and management of a part of, or the whole of a construction site.
- 3.21 “Prohibition Notice”** means a written notice issued to workplace responsible person/s that relates to serious/critical OHS non-compliance matters warranting immediate seizure of work activities, to prevent potential fatal or catastrophic incidents occurring and issued to the workplace for management’s immediate attention. No work may re-commence until the non-compliance/s have been attended to and the Prohibition Notice revoked.
- 3.22 “Risk Assessment”** refers to the systematic and methodical assessment methodology utilised to identify hazards and risks to persons/plant and equipment and the corresponding listing of risk controls; the risk assessment must form part of the health and safety file to be applied on a site of works
- 3.23 “Site”** refers to the JBMLM operations, buildings, lands and other places, made available by the JBMLM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.
- 3.24 “SWP”** refers to a Safe Work Procedures which is a detailed and comprehensive procedure developed to ensure that adequate information and instruction regarding a task is adequately covered and is essential to ensure employee competence with the relevant task.
- 3.25 “WI”** refers to a Work Instruction which is a work procedure developed specifically to minimise high-risk work activity impacts on persons and or plant and equipment, and as referenced in the risk assessment process, that must be adequately mitigated and is essential to ensure employee competence with the relevant task.

4. SCOPE

- 4.1 This Health and Safety Specification. Covers the requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries on JBMLM Projects.
- 4.2 The scope addresses legal compliance, hazard identification, risk assessment, risk control methodology and the promotion of a health and safety culture amongst those working on the JBMLM projects.
- 4.3 The Health and Safety Specification. Contains clauses that are generally applicable to building, engineering and construction and imposes controls associated with activities that impact on human health and safety.
- 4.4 The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this Health and Safety Specification..
- 4.5 The JBMLM, through the Occupational Health and Safety Unit will monitor the Principal Contractor's compliance with the requirements of the OHSACT, Regulations and their H&S Plan.

5. APPLICATION FOR CONSTRUCTION WORK PERMIT (CR 3 (1))

Refer: Department of Employment and Labour compliance requirements and Implementation timeframes

- 5.1 The Municipality shall apply for the above permit 30 days prior to the commencement of construction work that will be carried out.
- 5.2 Construction work can only commence after receipt of and confirmation of the "Application for Construction Work Permit" and the assigning of a site-specific number from the Provincial Director – DoL to the JBMLM.
- 5.3 No construction work contemplated in sub-regulation 3 (1) may be commenced or carried out before the construction work permit and number contemplated have been issued and assigned.
- 5.4 The "Application for Construction Work Permit" shall be similar in format to Annexure 1 in the Construction Regulations.
- 5.5 A copy of the "Application for Construction Work Permit" to the Provincial Director and a copy of the construction work permit must form part of the Principal Contractor's site H&S File.

6. INTRODUCTION TO THE SITE SPECIFIC HEALTH AND SAFETY SPECIFICATION (CR 5 (1) (b))

- 6.1 The JBMLM aims to execute its health and safety duties as mandatory with the aim of 'zero harm to all'.
- 6.2 The JBMLM is further committed to ensuring that the highest standards of health and safety prevail on construction sites.
- 6.3 For this purpose, the client's duty of the JBMLM is bestowed on the Occupational Health and Safety Unit, whose task it is to execute or manage all the statutory duties of the JBMLM as mandatory for construction project works.
- 6.4 The Site Specific Health and Safety Specification is published in terms of the Occupational Health & Safety Act of 1993 (as amended), Construction Regulations No 37305 / 2014, sub-regulation 5 (1) (b). It applies to the Principal Contractor and to all other contractors and all persons who work on the JBMLM Projects.
- 6.5 The Construction H&S specification formulates the minimum requirements that must be met by Contractors and documented in the contractors' (1) health and safety plan and (2) subsequent H&S file. The specification is not a limited or exhaustive list of legal and corporate compliance requirements.
- 6.6 The Principal Contractor must appoint contractors, Refer: sub-regulation 7 (1) (c) (v) where applicable, for each part of the project and the contractor shall submit his H&S file in the prescribed format for approval to the Principal Contractor Refer: sub-regulation 7 (2) (b) before the commencement of the construction work.
- 6.7 Additionally, to the requirements of sub-regulation 7 (1) (f), a Principal Contractor shall notify the JBMLM of every H&S File which has been approved before the commencement of the relevant contractor on the site.
- 6.8 Additional to the legal requirement of Construction Regulation Refer: sub-regulation 7 (2) (b) each sub-contractor appointed by a contractor of the Principal Contractor, must submit his H&S File for approval to both the appointing contractor and the Principal Contractor; both the appointing contractor and the Principal Contractor shall approve the H&S File before the commencement of the relevant construction work.

- 6.9 The Site Specific H&S specification does not replace the Construction Regulations but is a specification as required in terms of the Regulations Refer: sub-regulation 5 (1) (b). Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
- 6.10 All Contractors are, at all times required to and will remain responsible for fully addressing all requirements and
- 6.11 Standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the
- 6.12 Health and Safety Plan and the implementation thereof. The controls of the approved H&S plans must be strictly and comprehensively implemented and maintained by all contractors.
- 6.13 This Health and Safety Specification, must be included in all tender documents for construction work. It shall be known within the JBMLM as the Health and Safety Specification.
- 6.14 Through the Office of the Municipal Manager, the JBMLM may appoint an Agent who shall (inter-alia) be responsible for; (Refer: CR 5.5 / CR 5.6 / CR 5.7)
- 6.14.1 Ensuring that the contents of the Principal Contractors' H&S Plan and H&S File cover the construction project OHS risk management requirements adequately.
 - 6.14.2 Confirming that the Principal Contractors' H&S Plan and H&S File (portfolio of evidence) meets legal client specification and project Scope of Works requirements.
 - 6.14.3 Shall verify that it aligns with the Scope of Works, prior to submitting it to the JBMLM (Client) (CR 5 (1) OHS division for assessment & final approval.
 - 6.14.4 The auditing of the Principal Contractors' site operations and the implementation and compliance with their Health and Safety Plan on-site.
 - 6.14.5 Maintaining the document controls associated with the Health and Safety Specification.

- 6.15 The office of the Municipal Manager shall ensure quality control of all agents appointed as and when and shall ensure that no person is appointed as an agent, unless the office of the Municipal Manager is reasonably satisfied that the person it intends to appoint has the necessary registration, competencies and resource requirements to perform the duties imposed on a client by the statutes.

7. LIMITATION OF LIABILITY (OHSA – Section 37 (2))

- 7.1 The JBMLM and its agent shall not be responsible for any acts or omissions of any Contractor that may directly or indirectly result from the application of the Construction Health and Safety Specification. or any project-specific version thereof.
- 7.2 Contractors must ensure that work, equipment, machinery, plant and work practices are, at all times, compliant with the legal requirements as these apply.
- 7.3 Contractors must ensure that where the scope of work is changed or where, for whatever reason, additional or new risks are identified the H&S plan is adapted accordingly. Any change to the H&S plan must be approved by the Occupational Health and Safety Unit or its agent. No such work, not included in the approved H&S plan, may be commenced unless discussed and finally approved by the Occupational Health and Safety Unit or its agent.
- 7.4 The JBMLM agent shall ensure that the implementation of the Construction Regulations' and Client Requirements are fulfilled.
- 7.5 Any other potential responsibility on the part of the JBMLM shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the OHS Act. The Mandatory Agreement must be signed by both parties and included in the H&S File.
- 7.6 Each sub-contractor shall enter into a Section 37(2) mandatory agreement with the Principal Contractor prior to starting work on the site. It is the responsibility of the Principal Contractor to ensure that each sub-contractor has a completed and signed Section 37(2) mandatory agreement.

8. PURPOSE OF THE SITE-SPECIFIC HEALTH AND SAFETY SPECIFICATION (SSHSS) (CR 5 (1) (b))

- 8.1 The purpose of the Health and Safety Specification is for the specification to be used as a specific standard on which all Contractors' H&S Planning must be based.

8.2 The Health and Safety Specification. will be applicable on theproject”

9. IMPLEMENTATION OF THE CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (CR 5 (1) (b))

- 9.1 These Health and Safety Specifications form an integral part of the Project Contract, and Principal Contractors are required to make it an integral part of their contracts with sub-contractors and suppliers. It will be disseminated by the relevant JBMLM Supply Chain processes mandated accordingly, the designing of structures, and initiating of construction works which will ensure that it is included in the Tender Document(s) to prospective Principal Contractors.
- 9.2 The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the Health and Safety Specifications. The H&S File shall outline a pro-forma budget and related costs example for occupational health and safety, applicable to each construction project.
- 9.3 The signing by the Principal Contractor of the Contract with the JBMLM shall constitute an acknowledgement that the Principal Contractor has familiarised himself with the content of the Health and Safety Specifications and that he will comply with all obligations in respect thereof.

10. COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES (COIDA NO.130 / 1997 & CR 5 (1) (j))

- 10.1 The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COIDA Commissioner in the H&S File prior to starting the work;
- 10.2 A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S File.

11. COSTING FOR SHE WITHIN THE PROJECT

Note: The costing for SHE is required if additional specialised equipment and or training is required for the project.

This does not replace the normal SHE requirements pertaining to the organisation in terms of the OHS Act, General Safety Regulations 2 and Section 8 (2).

12. NOTIFICATION OF CONSTRUCTION WORK REFER: (CR 4 (1))

A contractor who intends to carry out any construction work other than work contemplated in

regulation 3 (1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will-

- 12.1 include excavation work;
- 12.2 include working at a height where there is a risk of falling;
- 12.3 include the demolition of a structure; or
- 12.4 include the use of explosives to perform construction work

13. COMPETENCY (CR 5 (1) (h))

- 13.1 The H&S File shall include signed letters of appointment of competent persons.
- 13.2 The competency of each person shall be documented in and attached to the letter of appointment.
- 13.3 Such attachment shall contain verifiable evidence of the competent persons':
 - 13.3.1 Knowledge;
 - 13.3.2 Training;
 - 13.3.3 Registration with the relevant professional body (SACPCMP)
 - 13.3.4 Experience; and
 - 13.3.5 Qualifications specific to the work or task for which the appointee is competent.
- 13.4 The Principal Contractor shall include a competency matrix linking the competent employees, as per the organisational chart, to the competency required as a result of the risk assessment. The competency matrix forms part of the methodology for assessing the Principal Contractors' overall competence as required in Construction Regulation 5(1) (h).

14. CONSTRUCTION SAFETY OFFICER (CR 8 (5))

- 14.1 The Principal Contractor shall, after consultation with the client, having considered the size of the project, degree of danger or accumulation of potential hazards or risks on site, appoint a full-time or part-time competent person as Construction H&S Officer in writing for the construction works. (Refer to appointment guidelines)
- 14.2 Proof of competence of the appointed construction safety officer must be included in the H&S File for approval by the JBMLM. i.e.

- Recognised OHS Risk Management Qualification (SAMTRAC / MSRM / NADSAM etc.)
- HIRA
- Incident Investigation
- Legal Compliance / Acts
- SACPCMP Registration (proof of)

Critical Issue: Appointment of a full-time or part-time CHSO - Appointment Guidelines: (these guidelines are not exhaustive in their intention to assist with the appointment criteria of a CHSO on construction projects (Refer CR 8 (5), nor is it a replacement i.r.o duties of contractors as an employer to apply due diligence in complying with the intent and requirements of the OHS Act 85 / 1993 (as amended) and specifically w.r.t Construction Regulations 2014).

item	Project Description	CHSO Appointment	
		Full-time	Part-time
1.	Large building / Structural engineering projects		
2.	s augmentation projects	✓	
3.	Storm water augmentation projects	✓	
4.	Potable water augmentation projects	✓	
5.	Multiple contractors on site	✓	
6.	Housing & township development projects	✓	
7.	Road work network projects	✓	
8.	Small road repair works (no significant interference with traffic/pedestrian traffic flows)		✓
9.	Road reserve works (no significant interference with traffic/pedestrian flows)		✓
10.	Water , storm water projects, sub-station or WTW in outlying / secluded areas ((not interfering with traffic/pedestrian/community traffic flows		✓

15. PRINCIPAL CONTRACTOR'S HEALTH & SAFETY FILE (CR 7 (1) (b))

- 15.1 The Principal Contractor shall provide and maintain an H&S File, containing all relevant documents as prescribed in the OHS Act and Regulations and all records referred to in the H&S Plan.
- 15.2 The H&S file, in its original start-up format, shall be presented to the JB Marks Local Municipality (OHS Division) inclusive of the H&S plan for final approval.

- 15.3 The JB Marks Local Municipality (OHS Division) shall assess and discuss, where applicable the contents of the H&S File with the Principal Contractor.
- 15.4 The H&S File shall include an index as per Annexure A.
- 15.5 The H&S File shall be kept on the construction site and available for inspection by the JBMLM, it's Agent, or the Department of Employment and Labour's Inspectors.
- 15.6 The H&S File becomes the property of the JBMLM after the completion of the project.

16. *PRINCIPAL CONTRACTOR'S HEALTH & SAFETY PLAN (CR 5 (1) (a))*

- 16.1 The Principal Contractor's H&S Plan must be a site, activity or project-specific documented plan in accordance with the client's health and safety specification.
- 16.2 The Principal Contractor shall submit the H&S Plan to the JBMLM (OHS Division), in accordance with legal requirements sub-regulation 7 (1) (a) and the Construction Health and Safety Specification., prior to work starting.
- 16.3 The Principal Contractor's H&S Plan shall be evaluated and where found compliant according to the project scope of work, be preliminary approved by the Client's appointed H&S Agent (where applicable) and then thereafter be handed over to the JBMLM, OHS Division, for final assessment and approval prior to the site being handed over to the Principal Contractor.
- 16.4 The content of the H&S Plan shall follow a specific order and include the following as a minimum:
 - 16.4.1 An index of the H&S Plan.
 - 16.4.2 A detailed overview of the scope and activities of the project; such overview must identify all activities of the project in a chronological manner, following the planned progress of the project; the scope must include all work done by sub-contractors.
 - 16.4.3 A page indicating:
 - 16.4.3.1 The contract reference;
 - 16.4.3.2 The name and address of the Principal Contractor and its CEO;
 - 16.4.3.3 The name and signature of the designated person in terms of the Construction Manager and of the Construction Supervisor;

- 16.4.3.4 A space for the client and Agent to sign for approval;
- 16.4.3.5 The Principal Contractors' Occupational Health and Safety Policy.
- 16.4.3.6 An overview of the machinery and plant used in the project.
- 16.4.3.7 An organisational table of the competent staff deployed in the project, which identifies legal appointments and responsibilities (see Annexure C); the table must refer to the proof of competence of each person.
- 16.4.3.8 A hazard identification and risk assessment process based on the scope of work.
- 16.4.3.9 A hazard identification and risk assessment procedure, monitoring and review process.
- 16.4.3.10 An overview of the management controls, with reference to the hazard identification and risk assessment, to ensure compliance with legislation and the relevant sections of the Health and Safety Specification. these controls shall be referenced to documented method statements, risk assessments, SWP and WI's addressing engineering- and administrative risk control.
- 16.4.3.11 All relevant documents, appointment letters, programmes, instructions, inspection register templates, etc. must support each section of the H&S Plan. Where practical, such documents must be inserted in the H&S File; the H&S File, together with the H&S Plan must be submitted for assessment and approval by the JBMLM OHS Division.
- 16.4.3.12 The assessment systematically verifies compliance to the H&S Plan and with the statutory requirements as well as with the requirements in the H&S specification. The assessment is done in accordance with the JBMLM H&S procedure for the assessment of construction H&S Files & H&S Plans.

17. HAZARD IDENTIFICATION AND RISK ASSESSMENT (CR 9)

17.1 Methodology

Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Programme to identify and determine

the scope and details of any risk associated with any hazards at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazards. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.*

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily/hourly basis. Therefore, due caution is to be taken by the principal contractor when dealing with the identification of hazards.

- 17.1.1 Interfacing with the JBMLM H&S structures, a pre-construction baseline risk assessment shall be conducted by the JBMLM project management team at the pre-construction work/project planning stage, prior to releasing it to any tender documentation.
- 17.1.2 The Principal Contractor shall appoint a competent person to perform issue-based hazard identification and risk assessments. The competent persons' proof of training as a risk assessor shall be attached to the letter of appointment.
- 17.1.3 The baseline assessment shall be included in the H&S File.
- 17.1.4 Risk assessments of all risk-bearing activities identified in the scope of work shall form an integral part of the H&S File.
- 17.1.5 All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to the commencement of work and in accordance with the provisions of the Construction Regulations. The principal contractor must submit the risk assessment methodology, risk matrix and monitoring and review plan to the JB Marks Local Municipality's OHS Unit or Agent at site handover. The risk assessment must be conducted for all tasks/activities conducted during construction. Each activity must be split into individual tasks and all associated hazards identified and listed in the risk assessment. This will ensure that critical tasks and subsequent critical hazards are not missed.
- 17.1.6 As a minimum standard, the risk assessment to be included in the Health and Safety Plan must clearly indicate:
 - The methodology used to do the risk assessment;

- Breakdown of process and Activities covered;
- High risks anticipated.

17.1.7 The methodology shall ensure that:

17.1.7.1 For each hazardous event, hazards must be identified separately and the risk assessment and identification of controls must be documented separately:

Planning	Identified Hazards	Impact	Evaluate the Risks	Control Risks	Monitor and Review
Establish a team to do a risk assessment. List all the activities or tasks in the workplace. Resources needed while conducting a risk assessment. Develop training awareness and communication to be done to ensure workers are informed.	• Categorise activities to determine exposure. (e.g. direct contact or indirect contact). • Identify hazards from all activities and classify them (e.g. biological hazards or environmental hazards). • Identify exposure; - From the community, visitors or contractors. - Occupationally acquired.	• Examine identified hazards to determine risks and impact. • Classify risks - High risk - Medium risk - Low risk • Assess risk impact - Health - Safety - Environmental. • Consider risks of vulnerable workers. (Age and or medical conditions etc.)	• Determine whether the activity is normal, abnormal or an emergency activity. • Establish the methodology to evaluate the risk. • Different criteria can be used to be used: - Severity - Probability - Exposure	Hierarchy of controls: • Elimination. • Substitution. • Engineering controls. • Administrative control. • PPE	• Monitor and evaluate if the implemented control measures are effective. • Review the risk assessment. • Administrative controls: work instructions or working procedures. • Personal protective Equipment (PPE): reduces risk by protecting individuals and to be considered as last resort.

17.1.8 A risk register, must be included in the H&S File listing by number, the issue-based risk assessments where applicable.

17.2 **Broad Base-Line Risk Assessment**

The following risks were anticipated for this project and shall form part of the principal Contractor's baseline risk assessment.

ITEM	SIGNIFICANT HAZARDS
1.	SAFETY
1.1	Contractors/Visitors/Active Areas
1.2	Lifting operations – Manual and Mechanical
1.3	Construction vehicles and mobile plant
1.4	Site Housekeeping
1.5	Traffic to and from site
1.6	Support work – excavation stability
1.7	Excavation Work Mechanical
1.8	Excavation Work – Manual / hand
1.9	Material storage and stacking
1.10	Fire precaution/protection
1.11	Building works – Pressure Reducing Room (Alterations and roof work)
1.12	Elevated work
1.13	Ergonomic Risk associated with construction activities
2.	HEALTH
2.1	Construction welfare facilities
2.2	Sanitation, plant hygiene
2.3	COVID-19
3.	ENVIRONMENT
3.1	Waste management
3.2	Housekeeping
3.3	Fire precautions/protection

18. **SITE HEALTH AND SAFETY INDUCTION (CR 7 (5))**

18.1 The Principal Contractor shall develop a job or project-specific induction training programme in health and safety, based on the risk assessment, to ensure that all employees on site are conversant with:

18.1.1 The risks of the construction project

18.1.2 The controls documented in the H&S Plan

- 18.1.3 The role they are expected to play in ensuring health and safety on the construction site.
- 18.2 No Principal contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 18.3 The Principal contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- 18.4 The Principal contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in sub-regulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor; When working in or close to production areas or areas where the JBMLM employees, visitors or stakeholders are working, each employee of a contractor accessing the site, including management, shall complete the JBMLM induction; Each contractor shall ensure that none of his employees accesses the JBMLM site/s unless having been inducted by the JBMLM.

19. HEALTH AND SAFETY TRAINING AND ONGOING RISK COMPETENCY (CR 9 (3) (4))

- 19.1 The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.
- 19.2 The methods for ensuring that daily pre-task instructions or start-up talks or toolbox talks occur, including the method of documenting the contents and attendance recording, shall be described in the H&S Plan.

20. INSPECTION, MONITORING AND REPORTING (CR 5)

- 20.1 The Principal Contractor shall carry out daily safety inspections on the site (or more frequently, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
- 20.2 The H&S File shall contain an inspection schedule addressing all identified risks; the schedule and contents of the inspection shall be relative to the residual risks.

- 20.3 The Construction Supervisor and Safety Officer shall perform regular inspections and document these in the H&S File.
- 20.4 The relevant inspection templates and the frequency of inspections shall be included in the H&S File.
- 20.5 The H&S File shall contain a list and template of all statutory inspection registers which shall be kept on-site.

**21. INCIDENT MANAGEMENT [INCIDENTS, ACCIDENTS AND EMERGENCIES]
(OHS – Section 24, GAR 8 & GAR 9)**

- 21.1 All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.
- 21.2 Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S File.
- 21.3 Every incident in which an employee sustains any form of injury shall be reported to the Occupational Health and Safety Unit or its Agent within the working shift in which the incident occurs. Section 24 of the OHS Act and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, incidents shall be reported in the prescribed manner to the Department of Employment and Labour, to the COIDA Compensation Commissioner in the prescribed manner [Annexure 1 & WCL2] and to the JBMLM Occupational Health and Safety Unit or its Agent.
- 21.4 A record of all incidents and investigations shall be kept.
- 21.5 A record/register [matrix] shall be kept to indicate the categories of injuries [first aid / IOD non-disabling, IOD Disabling and dangerous occurrences] sustained by employees, visitors and sub-contractors to date.
- 21.6 Each contractor shall ensure that a proper incident reporting and investigation management procedure is documented and a site emergency procedure is formulated, documented, implemented (drills) and is available on site, outlined in detail, and included in the H&S File. The emergency arrangements shall be displayed on site and shall include:
 - 21.6.1 A comprehensive emergency and evacuation plan;
 - 21.6.2 An site-specific emergency evacuation top down plan/flow chart;

- 21.6.3 An updated list of emergency telephone numbers including those of fire, police, ambulance, medical & hospitals.
- 21.7 Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees and injury resulting from the use of hazardous substances, etc.
- 21.8 In the event of an emergency arising, the Principal Contractor shall advise the Directorate or its Agent in writing of the incident, together with a record of any action taken, within 24 hours of the emergency occurring.

22. AUDITS AND INSPECTIONS (CR 5 (1) (o) (p))

- 22.1 The OHS Division and the appointed H&S Agent by arrangement (where applicable), shall perform regular inspections and audits of the construction site (CR (5)(1)(o)” at least once every 30 days”) and the inspection/audit report shall be provided to the Principal Contractor and or sub-contractor within 7 days.
Unsafe work will be stopped.
- 22.2 All inspections and audits are done in accordance with the JBMLM H&S procedure for the audit and inspection of construction sites.
- 22.3 Records of audits shall be kept together with a record of any non-conformance report/s, investigation and corrective & preventative actions required by the Principal Contractor.
- 22.4 The Principal Contractor’s H&S Plan shall document the corrective and preventative action procedure applicable to the project.
- 22.5 **The OHS Division or its appointed H&S Agent (where applicable) shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.**
- 22.6 The Principal Contractor shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHS Act, its Regulations and the Contractors’ H&S Plan. Each contractor on site, whether appointed by the Principal Contractor or by any of his sub-contractors shall be audited by the Principal Contractor.
- 22.7 The H&S File of the Principal Contractor shall include a contractor’s auditing procedure, template and schedule.

- 22.8 The Principal Contractor shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.

23. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING (GSR 2)

- 23.1 The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the PPE needs analysis and indicated in the risk assessment.
- 23.2 The Principal Contractor shall document the procedure applicable for the issue, use and replacement criteria of PPE in the H&S File.
- 23.3 All the contractors' employees shall wear; full length overalls, and shall wear clearly visible identification with respect to their employer.
- 23.4 Contaminated PPE shall be disposed of in the prescribed manner as referenced in the OHS Act – HCS Regulations and to an approved waste disposal site.
- 23.5 Furthermore, the Principal Contractor shall ensure that at the minimum (but not limited to), all employees on site shall comply with the following PPE requirements
- 23.5.1 Full-length overalls
 - 23.5.2 Reflective vests
 - 23.5.3 Gloves
 - 23.5.4 Safety shoes – steel capped
 - 23.5.5 Gum Boots – water environment
 - 23.5.6 Rain Coats – inclement weather
- 23.6 The Principal Contractor shall also ensure that where there is a risk of falling objects (drop zone), all persons to wear hard hats.

24. OCCUPATIONAL HEALTH AND SAFETY SIGNAGE (GSR 2)

- 24.1 The Principal Contractor shall erect and maintain quality mandatory, warning, general information, prohibiting and firefighting safety signage and the Principal Contractor shall ensure that such signage is available or visible in workplaces where maintenance work is performed. Absence thereof is to be reported to the JBMLM representative for corrective auctioning.

- 24.2 The signage shall reflect through text & symbolical means, all the risks identified in the H&S plan that necessitate the use of PPE as a control factor.
- 24.3 Where falling objects may occur, relevant barricading and warning signs must be erected;

25. PEDESTRIAN / VISITOR ACCESS AND TRAFFIC MANAGEMENT (CR 23 (2) (b, c, d & j) (SARTSM –VOL.2 – CHAPTER 13)

- 25.1 Where access to the construction site or to the JBMLM has been identified as a risk, an 'Access and traffic' SWP or WI shall be included in the H&S File.
- 25.2 The risk of all traffic arrangements included in the scope of the work shall be assessed and a traffic control SWP or WI included in the H&S File.
- 25.3 Prescribed traffic and pedestrian control measures are to be implemented and maintained for the duration of the construction project works. (Ref. CR 23 (2) (b, c, d) & (j) & SATRSM Vol.2 Ch 13)
- 25.4 Appropriate health and safety signage shall be posted; the type of signage planned must be documented in the H&S Plan.
- 25.5 The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks. The template induction and record shall be included in the H&S File.
- 25.6 Where the need for public barricading is identified in the risk assessment or in a specific construction H&S Specification, the Principal Contractor shall document a SWP for the erection, maintenance and control of barricades or fences and controlled access points, to prevent the entry of unauthorized persons.
- 25.7 Where the need for traffic deviation is identified in the risk assessment or in a specific construction H&S Specification, the Contractor shall perform an issue-based risk assessment and document an SWP compliant with the relevant traffic ordinances and traffic controls standards; the method statement shall include the competence of traffic officers, flagmen and operators of traffic control equipment.

26. SUB-CONTRACTORS (CR 7 (1) (c – x))

- 26.1 Sub-contractors must be given a copy of this Construction H&S Specification and any additional specification issued by the Principal Contractor, the JBMLM or the Occupational Health and Safety Unit, and shall comply with these specifications.
- 26.2 The Principal Contractor shall ensure that all sub-contractors on site, including sub-contractors of his sub-contractors, plan the construction work in an H&S Plan, approved by the Principal Contractor.
- 26.3 Principal Contractors shall ensure that sub-contractors comply with their H&S Plans, based on all applicable Construction H&S Specifications, the requirements of the OHS Act and all other relevant legislation.
- 26.4 Monthly audits of all sub-contractors must be recorded and filed in the H&S File, for inspection by the JBMLM or its Agent.
- 26.5 All sub-contractor H&S Files must strictly follow the Contents and Numbering chronology.
- 26.6 The H&S Plan must include the Principal Contractor's actions to ensure that all sub-contractors fully comply with the Regulations.

27. NIGHT WORK AND AFTER-HOURS WORK

- 27.1 No night work shall be performed unless authorised by the JBMLM or its Agent.
- 27.2 Where applicable the risk assessment and method statements in the H&S File shall include night risks including but not limited to work sites, excavations, road obstructions, traffic obstructions or deviation, night security, after-hours delivery.
- 27.3 Where applicable the risk assessment and method statements in the H&S File shall include after-hours work and the safe management thereof.

28. FACILITIES MANAGEMENT [FACILITIES FOR EMPLOYEES] (CR 30 & FR 2))

- 28.1 The Principal Contractor shall document the construction site's methods to ensure the statutory application of employee rights in terms of employee facilities as defined in the OHS Act, Facilities Regulations, 2004, and Construction Regulation 2014.
- 28.2 Where the construction work includes access to production or utility areas, such access shall be planned and authorised by JBMLM operational responsible person/s.

29. HEALTH AND SAFETY REPRESENTATIVES AND COMMITTEES (Sections 17 & 19)

- 29.1 The Principal Contractor and all contractors must ensure that for any workplace where more than 20 employees work, the minimum legislative prescribed number of Health and Safety Representatives in a ratio of 1:50 employees be nominated, elected, designated in writing and trained to carry out their prescribed functions.
- 29.2 In areas where twenty (20) or less employees are engaged in an activity, at least one Health and Safety Representative shall be designated in writing and operate as above.
- 29.3 The Principal Contractor shall ensure that Health and Safety Committee meetings are held monthly and are chaired by the Construction Supervisor. Meeting agendas and minutes shall be filed in the H&S file. Alternatively, such structure may be incorporated into that of the JBMLM existing structures.

30. HOUSEKEEPING, STACKING, STORAGE, DROP ZONES AND LAY-DOWN AREAS (CR 27 & CR 28)

DROP ZONE = AN ELEVATED AREA WITHIN THE WORKING ENVIRONMENT WHERE THERE IS A POTENTIAL RISK OF FALLING MATERIALS AND OR OBJECTS THAT MAY CAUSE INJURIES

LAY-DOWN AREA = AN AREA WHERE MATERIALS, EQUIPMENT AND SUNDRY ARE STAGED THAT IS REQUIRED FOR PROJECT-RELATED PURPOSES

- 30.1 The principal contractor shall appoint a person responsible for general housekeeping, and stacking and storage of materials and equipment on the entire site.
- 30.2 Where the baseline risk assessment identified the risk of falling tools, items, objects and materials, the area shall be barricaded or demarcated, appropriate warning signage installed and such hazards included in a method statement & issue-based risk assessment prior to or when work activities are performed within such zones.
- 30.3 Furthermore, the same stipulation is required for site lay-down areas where equipment, plant, materials, substances and other items are stored/staged for the site project works.

- 30.4 Stacking and storage areas shall be clearly defined and demarcated on the site with the appropriate symbolic signs.

31. WASTE MANAGEMENT (CR 27)

- 31.1 The principal contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
- 31.2 No waste, including scrap, debris, hazardous waste, combustible materials and containers shall accumulate on the construction site;
- 31.3 Hazardous waste (liquid / Solids) shall be disposed of in the prescribed manner and at HH disposal sites;
- 31.4 The principal contractor shall document a waste management SWP or WI in the H&S File.

32. OCCUPATIONAL HEALTH (CR 7 (8) & ERW)

- 32.1 The H&S File shall include medical certificates of fitness for all employees. (Refer: CR 7 (8)).
- 32.2 Medical certificates must be issued by an occupational health practitioner (refer: CR 2014, Reg.7 (1) (g) after performing the medical tests.
- 32.3 Medical certificates must be on the prescribed Annexure 3 form and conform to the applicable statutory requirements. i.e.
- 32.3.1 Health quest – comprehensive questionnaire in relation to past, present & family related health conditions
 - 32.3.2 Audiogram – SANS 10083/2013
 - 32.3.3 Lung-function test
 - 32.3.4 Vision test
 - 32.3.5 Blood Pressure measurement (hypertension)
 - 32.3.6 HGT – blood glucose measurement
 - 32.3.7 Hepatitis A vaccination
 - 32.3.8 Fitness to perform work activities within Confined spaces & Use of Self Contained Breathing Apparatus Equipment
 - 32.3.9 Fitness for Working @ Heights and elevated positions etc.
- 32.4 Medical certificates are valid for a period of 12 months (1 year).

- 32.5 Necessary vaccinations for Hepatitis – A, or other where deemed necessary, must be performed prior to the contractor's employees commencing work activities.
- 32.6 The H&S File shall also include procedures that must be followed to minimise or prevent Noise Induced Hearing Loss.
- 32.7 Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with.

33. FIRST AID MANAGEMENT (GSR 3)

- 33.1 Principal Contractors & sub-contractors shall ensure that every site where they are engaged in work activities has adequately trained first aiders at all times.
- 33.2 Where high-risk substances, toxic, corrosive or similarly hazardous substances are used, handled, or processed, the Principal Contractor shall ensure that the First Aider is trained in the first aid procedures to treat injuries that may result from such activities.
- 33.3 First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.
- 33.4 Such first aid box/s shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulations 3 & 4, and any additional items identified in the risk assessment.
- 33.5 All the above first aid controls, including the letter of appointment, proof of competency, signage, injury record and stock-control registers shall be documented in the H&S File.

34. NON-COMPLIANCES & LEGISLATIVE CONTRAVENTIONS (CR 5 (1) (o) (p))

- 34.1 Compliance with OHS legislation shall be monitored via regular inspections and audits conducted by a member of the Occupational Health and Safety Unit or its Agent – mandated for OHS legal compliance, referencing relevant legislative requirements for operational and construction project works. (at least once a month)
- 34.2 Should any breaches or non-compliance with OHS legislation and operational protocols be identified, the JBMLM appointed OHS staff member or its agent must:

34.2.1 Depending on the severity of the breach / non-compliance, either stop the work activity or complete works and/or issue to the responsible person of that workplace a Contravention Notice or Prohibition Notice.

34.2.2 A Contravention Notice issued will relate to less serious non-compliance matters but serious enough to warrant management attention within a prescribed time frame

34.2.3 When a Prohibition Notice is issued warranting management's immediate attention, it shall be for more serious/critical non-compliances that may result in fatal or catastrophic incidents occurring and all work activities must cease with immediate effect and shall not commence until the non-compliances have been rectified and the Prohibition Notice revoked.

34.2.4 The Occupational Health and Safety Unit will inform workplace management teams accordingly where such Notices have been issued.

35. FIRE RISKS, FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT (CR 29)

35.1 No open fires are allowed on site.

35.2 No smoking is allowed on site, except in designated smoke areas, identified in the H&S Plan. All combustible and all flammable products must be stored in an adequate storage facility; this process shall be documented in a SWP or WI in the H&S File.

35.3 The Principal Contractor shall provide suitable fire extinguishers when working in workplaces outside of the normal JBMLM operational installations, as defined in the H&S controls, which shall be serviced regularly, in accordance with the manufacturer's recommendations.

35.4 Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers.

35.5 The following are minimum requirements for competency in the use of a fire extinguishers:

35.5.1 At least one employee on each construction site;

35.5.2 All employees engaged in hot work;

35.5.3 All store men;

35.5.4 All persons involved in re-fuelling;

35.5.5 All persons handling flammable substances;

35.6 The fire extinguisher inspection register, the inspection methodology and the letter of appointment of the competent inspector shall be included in the H&S File.

36. GENERAL HEALTH AND SAFETY SITE REQUIREMENTS

36.1 LADDERS

Every Contractor shall ensure that ladders brought on site for use are constructed of suitable material for the area in which they are to be used, of sound construction and are safe for use. The Contractor shall demonstrate a system of routine inspection and maintenance for all ladders used on site.

The following rules will apply to all ladders:

36.1.1 “Home-made” ladders are NOT permitted.

36.1.2 Wooden ladders may not be painted save with a clear wood preservative or varnish.

36.1.3 Maintain ladders free of oil, grease and other slipping hazards.

36.1.4 Do not load ladders beyond their maximum intended load nor beyond their manufacturer’s rated capacity.

36.1.5 Use ladders only for their designed purpose.

36.1.6 Use ladders only on stable and level surfaces unless secured to prevent accidental movement.

36.1.7 Do not use ladders on slippery surfaces unless secured or provided with slip-resistant feet to prevent accidental movement. Do not use slip resistant feet as a substitute for exercising care when placing, lashing or holding a ladder upon slippery surfaces.

36.1.8 Secure ladders placed in areas such as passageways, doorways or driveways, or where they can be displaced by workplace activities or traffic to prevent accidental movement. Alternatively, use a barricade to keep traffic or activity away from the ladder.

- 36.1.9 Keep areas clear around the top and bottom of ladders.
- 36.1.10 Do not move, shift or extend ladders while in use.
- 36.1.11 Use ladders equipped with nonconductive side rails if the worker or the ladder could contact exposed energized electrical equipment.
- 36.1.12 Face the ladder when moving up or down the ladder.
- 36.1.13 Use at least one hand to grasp the ladder when climbing.
- 36.1.14 Do not carry objects or loads that could cause loss of balance and falling.

36.2 SCAFFOLDING

As stipulated, all scaffold requirements will be addressed by a competent person.

- 36.2.1 Work involving scaffolding erection and dismantling shall comply with the requirements set out in the Construction regulations 2014 pertaining to these activities with reference to the SANS 10085 code of practice.
- 36.2.2 All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.
- 36.2.3 All scaffolds shall be numbered and recorded in the register. No work shall be done before scaffold is inspected and declared safe.

The appropriate “scaffold safe” notice displayed. The scaffold supervisor will hand over the scaffold to the supervisor responsible for the use thereof by means of a written “handover notice”.

36.3 INTOXICATING LIQUOR AND DRUGS

- 36.3.1 Any person found on site and/or attempting to enter the site in possession of or consuming, intoxicating liquor or illegal drugs, or is considered to be unfit for work as a result of apparent influence of intoxicating liquor of illegal drugs, shall be removed from site.

36.4 ELECTRICAL

In General, the contractor shall ensure that:

- 36.4.1 All electrical installations carried out on site are in accordance with the Electrical Installation Regulations for permanent and temporary installations.
- 36.4.2 Connections are not made to any power supply without the prior written approval of the JBMLM's project manager.

36.4.3 All electrical machines and appliances provide by the Contractor for his own use on the site must be in a serviceable condition.

36.4.4 The Contractor shall be responsible for the effective protection of his own electrical equipment from the weather and from possible mechanical damage.

36.4.5 The Contractor is required to inspect electrical equipment as follows;

36.4.5.1 Supply cabling, distribution boards, fixed lighting and portable appliances on a monthly basis.

36.4.5.2 Extension leads, welding machines, compressors, pumps and hand portable tools on a daily basis.

36.5 TAGGING OF EQUIPMENT

All electrical equipment shall be tagged. The tag shall be a plastic, self-adhesive tag, unable to be re-used and shall be capable of being marked with the following information:

36.5.1 test date

36.5.2 Inspection number

36.5.3 Owner

36.5.4 Type of equipment

An up-to-date record book shall be maintained at all times and be available for inspection. The record book shall contain full details as identified on the tag.

36.6 EXCAVATIONS

The following must be adhered to at all times:

36.6.1 Safe access and escape routes provided.

36.6.2 Inspection to be conducted as per Construction Regulations and record maintained.

36.6.3 No person shall work inside and excavation where water is present.

36.6.4 A level area extending at least one meter from the upper edge of each excavation side/wall shall be kept clear of equipment, excavated soil, and rock and construction material (for every 1 meter excavated the spoil shall be 1 meter away).

- 36.6.5 Every excavation shall be barricaded with a barrier or net of at least 1 meter high. No danger tape will be allowed to be used. Orange safety netting will be acceptable. Barricading to be inspected daily and maintained at all times.
- 36.6.6 All other requirements as stipulated in Construction Regulations must be complied with all the time.
- 36.6.7 Due to the high risk of public accessing/moving into excavation areas due to close proximity to community members homes (especially the risk to children) the contractor must ensure:
 - 36.6.7.1 Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by barrier or fence of at least one (1) meter in height and as close to the excavation as is practicable; and provide with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor.
 - 36.6.7.2 Daily start and close out inspection of excavation areas must be conducted to ensure compliance and safety requirements are met. Daily records including photos to be documented and kept in the OHS file.

36.7 WORK ON ELEVATED POSITIONS

Where the work to be performed includes a requirement to work in elevated positions (more than 2 metres above ground, platform or walkway level) the Contractor shall, prior to commencing work submit a comprehensive Fall Protection Plan in writing to the Responsible JBMLM Representative for approval.

Every Fall Protection Plan shall include the following minimum requirements:

- 36.7.1 Designation of a Competent Person responsible for the oversight and supervision of all elevated work;
- 36.7.2 A risk assessment of all work to be carried out from an elevated position including the procedures and precautionary measures to address the identified risks per task or location;

- 36.7.3 The process for evaluation of the employees' physical and psychological fitness to perform work in elevated positions and records thereof;
- 36.7.4 The programme for training employees to work in elevated positions including specific instruction in the correct use of fall protection equipment and records of all training given;
- 36.7.5 The procedure and requirements for the inspection, testing and maintenance of all fall protection equipment;
- 36.7.6 The use of lifelines in situations where safety may be compromised by frequent attaching and detaching of lanyards from the structure;
- 36.7.7 Provisions to prevent tools and other objects falling from elevated positions onto persons below;
- 36.7.8 A specific requirement to stop work at elevated positions during inclement weather;
- 36.7.9 A fall rescue and response plan;
- 36.7.10 The process for review, amendment and maintenance of the Fall Protection Plan as and when required;
- 36.7.11 Measures in place to ensure ongoing compliance with the requirements of the Fall Protection Plan by all affected employees.

Where work results in circumstances where a person can fall through or from a floor, working platform etc. adequate rigid barriers and, where appropriate, suitable warning signs shall be erected to prevent persons from falling.

All floor or wall openings and platforms that expose workers to a fall of more than 2 meters shall be covered or protected by guard-rails.

Where a Contractor is required to remove a guard-rail or protective covering and is exposed to a fall hazard, employees must firstly be protected against falling by the use of fall arrest equipment. If the area is to be left unattended for any period or reason or upon completion of the task, the guard-rail or covering must be replaced in a securely fastened state or the opening effectively barricaded.

36.8 ROOFING AND ROOF WORK

In addition to the requirements of the Fall Protection Plan referred to above, the following additional requirements are required for all roofing work or when working on top of any roof:

- 36.8.1 Safe access in the form of appropriate ladders and platforms;
- 36.8.2 Use of roof ladders / roof planks set across support structures to provide safe footing and prevent workers from stepping directly onto roofing materials;
- 36.8.3 Adequate provision for the safe transfer of goods, tools and materials to and from ground level;
- 36.8.4 Provision of rails and toe-boards as appropriate to prevent tools and materials rolling, sliding or falling off the roof.

**WRITTEN AGREEMENT FOR
OCCUPATIONAL HEALTH AND SAFETY**

In accordance with the provisions of Section 37(2) of the Occupational Health
and safety Act No. 85 of 1993, as amended

Entered into and between

JB MARKS LOCAL MUNICIPALITY

(hereafter referred to as “the Client”)

And

.....

(Hereafter referred to as “the Contractor”)

In respect of Tender:

Works:

Whereas the Client has entered into a contract with the Contractor, in terms of which the Contractor is responsible to execute the work and services for and on behalf of the Client, subject to the terms and conditions as contained in such contract.

And whereas pursuant to the provisions of the applicability of the Occupational Health and safety Act No. 85 of 1993, as amended, and regulations thereto, the Client and the Contractor have entered into this Agreement, the terms and conditions of which are set out hereunder.

NOW THEREFOR THE CLIENT AND THE CONTRACTOR AGREE AS FOLLOWS:

1. Definitions

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.1. Expressions which denote:

- 1.1.1. Any gender shall include the other genders;
- 1.1.2. A natural person shall include a juristic person and vice versa;
- 1.1.3. The singular shall include the plural and vice versa

1.2 Agreement shall mean this document and annexures containing its terms and conditions as applicable to the parties thereto;

1.3 Arrangements and Procedures shall mean the contract requirements. Safety health and environment contract, mandatory acceptable procedure and any other arrangements and procedures prescribed by the Client from time to time as the case may be.

1.4 Client shall mean the party as described on the face of this document;

1.5 Employee shall mean all Employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary. Any person who is employed by or works for an employer and who received or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

1.6 Chief Executive Officer shall mean the CEO or such responsible person as is nominated by the Contractor, pursuant to the provisions of clause 4 hereunder;

1.7 Contractor/Mandatary shall mean the party who appears on the face of this document. This is the person who undertakes work at and operations under a contract, full-time or part-time, who is not a direct employee of that operation. The principal contractor may in his own right be an employer or a user.

1.8 OHS Act shall mean the Occupational Health and Safety Act No.85 of 1993, as may be amended from time to time, together with all regulations, specifications and standards thereto;

- 1.9 Premises** shall mean the site(s) of the Client, applicable to the involved tender/project, where the Contractor and his employees perform work or render a service for and on behalf of the Client.
- 1.10 JB Marks Local Municipality Responsible Person** shall mean the appointee of the Client as referred to in clause 2 hereunder.
- 1.11 JB Marks Rules** shall mean the safety rules established by JB Marks Local Municipality which apply to all employees and contractors. However, the rules and regulations under the Occupation Health and Safety Act will prevail where the policy of the municipality is in contraction with the mentioned act.

2. Reporting

- 2.1** The Contractor and/or his designated person appointed in terms of Section 16(2) of the OHS Act, must report to the JB Marks Local Municipality, responsible person and /or a representative designated by the Client, prior to commencing work on site.

2.2 Notice and *domicilium*

The Parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach of or termination may validly be served upon or delivered to the parties:

For the purpose of this Agreement the RESPONSIBLE person shall be:

For the Contractor:

Name of contractor: _____

Representor for Contractor: _____

Address: _____

Tel: _____

E-mail: _____

Resolution number from board of directors: _____, attached as **Annexure “A”**.

For the municipality:

JB Marks Local Municipality:

Name of official: _____

Position within the municipality: _____

Address: Cnr Sol Plaatjie and Wolmarans Street, Potchefstroom, 2520

Tel: _____

E-mail address: _____

Resolution number from Municipal Manager: _____, attached as
Annexure “B”.

Or at such other addresses in the Republic of South Africa, not being a post office box or *poste restante*, of which the party concerned may notify the others in writing.

- 2.3 Any notice given in terms of this Agreement shall be in writing and shall;
 - 2.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 2.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the date of delivery.
 - 2.3.3 If transmitted by facsimile or email be deemed to have been received by the addressee in 1 (one) business day after dispatch.

Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one Party from the other, including by way of facsimile or email transmission shall be adequate written notice or communication to such Party.

3. Warranty of Compliance

- 3.1 In terms of this agreement, the Contractor warrants that he has familiarised himself with the working environment and Site and that he agrees to the arrangements and procedures, as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act, for the purpose of compliance with the OHS Act.
- 3.2 The Contractor acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibilities of health and safety matters relating to the work that the Contractor and the employees are to perform on-site shall be the obligation of the Contractor.

3.3 The Contractor further warrants that he and/or the employees undertake to maintain all necessary compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of this agreement, the Contractor shall ensure that the clauses as hereunder described are at all times strictly adhered to by himself and his employees.

3.4 The Contractor hereby undertakes to ensure that the health and safety of any person on site is not endangered by the conduct and/or activities of the employees and/or representatives of the contractor, whilst they are on site.

4. Contractor an Employer

4.1 The Contractor shall be deemed to be an employer in his own right whilst on the Client's premises. In terms of Section 16(1) of the OHS Act, the Contractor shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his/her Chief Executive Officer.

5. Appointments and Training

5.1 The Contractor shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS Act provisions pertinent to the work that is to be performed under their responsibility. Copies of all appointments made by the Contractor must be available in the Safety File, which file must be available at all times on site.

5.2 The Contractor warrants that he has familiarised himself with the hazards associated with the work being carried out on Site. The Contractor shall further ensure that the employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being undertaken on site. Without derogating from the former, the Contractor shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.3 Notwithstanding the provisions of the above, the Contractor shall ensure that his appointed responsible person and the employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.

6. Supervision, discipline and reporting

- 6.1 The Contractor shall ensure that all work performed on Site is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employees with any health and safety matter.
- 6.2 The Contractor shall further ensure that employees immediately report to him all unsafe or unhealthy work situations as soon as they become aware of the same and that he in turn immediately reports these in writing to the JB Marks Local Municipality Responsible Person.

7. Co-operation

- 7.1 The contractor and/or its responsible persons and employees shall provide full cooperation and information if and when the client and/or its representatives enquire into occupational health and safety issues concerning the Contractor.
- 7.2 Without derogating from the generality of the above, the Contractor and his responsible person shall make available to the employer and his representative, on request, all and any checklists and inspection registers to be kept by him in respect of any of his material, machinery or equipment.

8. Compensation registration

- 8.1 The Contractor shall ensure that at all material times, he is an employer in good standing with the Compensation Fund as required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 and that all payments owing to the Compensation Fund are discharged. The contractor shall further ensure that the cover shall remain in force for the duration of the contract.

9. Indemnity by Contractor

Notwithstanding the provisions of this agreement, or any other contractual relationship between the Client and the Contractor.

- 9.1 The Client shall not be responsible for any loss, damage, injury or death, howsoever caused to the contractor, its employees, sub-contractors or their employees, and/or any other person(s) attending for whatever reason to the site, and the Contractor hereby also indemnifies the Client and holds the Client harmless against all and any claims, losses, demands, liability, costs and

expenses of whatsoever nature which the contractor, its employees, sub-contractors or their employees and/or any other person(s) attending for whatever reason to the site, may at any time sustain or incur arising out of the circumstances referred to herein, provided that such loss, damage, injury or death is not caused by the willful action or omission or gross negligence of the Client.

9.2 The Contractor hereby assumes liability for any loss or damage which is caused by the Contractor's negligence, or through the negligence of any of the employees, caused by the sub-contractors negligence, or through the negligence of any of the employees, contractor, its employees, sub-contractors or their employees and/or any other person(s) attending for whatever reason to the site and the Contractor indemnifies the Client for such loss or damage, whether caused by the Contractor or sub-contractors, its employees, and/or any other person(s) attending for whatever reason to the site, breach of any of the terms of this agreement, or by delict.

9.3 The contractor is pursuant of this clause 9, undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover to the value as per the tender document, the details of which shall be furnished to the client prior to taking occupation of the site and or on demand by the Client.

10. Clarification

10.1 In the event that the Contractor requires clarification on any of the terms or provisions of this agreement, it should contact the JB Marks Local Municipality Responsible Person, whose clarification in terms hereof must be made in writing and addressed to the JB Marks Local Municipality Responsible Person.

11. Jurisdiction

11.1 The parties consent to the jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of Act No 32 of 1944, as amended, which includes the jurisdiction of the Regional Court relative to all and any disputes which may arise directly or indirectly from this agreement.

12. Cancellation/breach of the agreement

12.1 If the Contractor fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the Contractor 7 (seven) days written notice to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without

prejudice to any other rights or remedies which the Contractor may have in law,

12.1.1 to suspend the main Agreement; or

12.1.2 To claim immediate performance and/or payment of such obligations.

Should the mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

13. Indulgence

13.1 No indulgence which Council may show the other party, and more particularly any act of Council and/or its Agent in compliance by the other party of its obligations in terms of this agreement, shall in any way prejudice the Clients' rights or be construed as a waiver or novation of such rights by the Client.

14. Laws

14.1 The Contractor, its employees, sub-contractors or their employees and/or any other person(s) attending for whatever reason to the site shall conform to all laws of the Republic of South Africa, including Provincial Ordinances, and Municipal by-laws and regulations and the conditions of title under which the site, are held by the Client.

14.2 The Contractor, its employees, sub-contractors or their employees and/or any other person(s) attending for whatever reason to the site, shall, at its cost, at all times comply with any and all such laws and/or statutory and regulatory requirements whilst attending to executing of its scope of works on site.

15. Severability

15.1 Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force.

16. Duration of agreement

16.1 This agreement shall remain in force for the duration of the work to be performed by the contractor and/or whilst any Employees, sub-contractors or its employees and/or any other person(s) attending for whatever reason to the site are present on Site.

16.2 This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

Signed at _____ on the ____ day _____ 20____
_____ for **The Client** *duly authorized*

As Witnesses:

1. _____
2. _____

Signed at _____ on the ____ day of _____ 20____
_____ for **"The Contractor"** *duly authorized*

As Witnesses:

1. _____
2. _____

BILL OF QUANTITIES AND SPECIFICATIONS

ITEM	REF:	DESCRIPTION OF WORK TO BE DONE	UNIT	QTY	RATE	AMOUNT
1.	Human Resources: Daily operation of Potchefstroom portable water treatment works – Lakeside					
1.1	Daily Operations: Human Resources					
	1.1.1	1 x Class (V) as Overall Plant Supervisor: To supervise drinking water plant and does not have to be permanently on site.	Monthly	36	R	R
	1.1.2	3 x Class (IV) Process Controllers: (Drinking water Plant)	Monthly	36	R	R
	1.1.3	3 x Class (III) Process Controller: (Drinking Water Plant)	Monthly	36	R	R
	1.1.4	3 x Class (II) Process Controller: (Drinking Water Plant)	Monthly	36	R	R
	1.1.5	3 x Class (I) Process Controller: (Drinking Water Plant)	Monthly	36	R	R
	1.1.6	2 x Electricians: (Drinking Water Plant)	Monthly	36	R	R
	1.1.7	4 x Mechanical Fitters: (Drinking Water Plant)	Monthly	36	R	R
	1.1.8	5 x General Workers: (Drinking Water Plant)	Monthly	36	R	R
2.	Supply of portable water chemical services					
	2.1	<u>Drinking Water Plant</u>				
	2.1.1	Coagulants (2000 liters)	Monthly	36	R	R
	2.1.2	Chlorine (HTH Chips: 5x 25kg buckets)	Monthly	36	R	R
	2.1.3	Ferric Chloride (48 TON)	Monthly	36	R	R
	2.1.4	Chlorine Gas (925kg x 20 Cylinders)	Monthly	36	R	R
	2.2	<u>Drinking Water Plant</u>				
	2.2.1	Tablets (Daily Water Tests)	Monthly	36	R	R
	2.3	Total material price (for chemicals)				R
	2.4	Mark-up: supply of chemicals & tablets (Item 2.3)	%	20%		R

3.	Performs ground maintenance: water Plant					
	3.1	Cutting of grass and cleaning of the terrain: Ensure tidiness at the facility at the above-mentioned includes garden and terrain cutting of grass	Monthly	36	R	R
A.	The sum of items (1.1.1 - 1.1.4; 2.4; 2.5 and 3.1)					R
ITEM	REF:	DESCRIPTION OF WORK TO BE DONE	UNIT	QTY	UNIT PRICE	AMOUNT
4.	4.1	Water Risk Abatement Plan Turn-around strategy for implementation as part of the Water Risk Abatement Plan:				
	4.1.1.	Monthly review and updates of the Water Risk Abatement Plan.	Monthly	36		
		SUB-TOTAL, Item 4, Carried Forward to summary				R
ITEM	REF:	DESCRIPTION OF WORK TO BE DONE	UNIT	QTY	UNIT PRICE	AMOUNT
5.	Monitoring and Compliance with SANS 241					
	5.1	Monthly testing of portable water for the following parameters listed below:	Monthly	36	R	R
		Turbidity (NTU)				
		Calcium as Ca (mg/l)				
		pH				
		Electrical Conductivity				
		Dissolved solids (mg/l)				
		Sodium as Na (mg/l)				
		Nitrate as N (mg/l)				
		Magnesium as Mg (mg/l)				
		Potassium as K (mg/l)				
		Sulfate				
		Fluoride as F (mg/l)				
		Zinc as Zn (mg/l)				
		Aluminium as Al (µg/l)				
		Iron as Fe (µg/l)				
		Manganese as Mn. (µg/l)				
		Total coliforms				
		E.coli				
B.	The sum of items (5.1) SUB TOTAL					R

ITEM	REF:	DESCRIPTION OF WORK TO BE DONE	UNIT	QTY	RATE	AMOUNT
	6.1	Blue Drop System management and administration support, management of logging and recording database, collaboration between the service provider and the technical staff of JB Marks Local Municipality	Monthly	36	R	R
A.	The sum of items (6.1)					R

ITEM	DESCRIPTION OF WORK	UNIT/ RATE	UNIT PRICE	AMOUNT
7.	NON-SCHEDULED MAINTENANCE			
7.1	Labour rates: Maintenance of Instruments, Mechanical and Electrical Equipment			
7.1.1	Mechanical Fitter	R/Hr	R	
7.1.2	Instrumentation Technician	R/Hr	R	
7.1.3	Electrical	R/Hr	R	
7.1.4	Assistant/ General Worker	R/Hr	R	

Item 5. Summary of pricing

1	Daily Operations: Human Resources	R
2	Supply of portable water chemical services	R
3	Performs ground maintenance: water Plant	R
4	Water Risk Abatement Plan	R
5	Monitoring and Compliance with SANS 241	R
6	Blue Drop System Management	R
7	Non-Scheduled Maintenance	R
8	SUB-TOTAL Sum of Items 1 -8 above	R
9	Contingency: Add 10% to the Sum of items 5.1-5.3 above, to be utilized on the JB Marks LM's express instruction only	R
10	SUB-TOTAL, Sums of Items 5.1-5.3, plus provision for Contingency, plus provision for Contract Price Adjustment	R
11	VALUE ADDED TAX 15%	R
12	Total Contract Price	R

ESCALATION OF PRICES ON YEAR 2 & 3 BASED ON CPIX PLUS 1% BUT NOT MORE THAN 7.5% WILL BE APPLICABLE.

TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS

- The following compulsory documents must be accompanied with the tender or proposals and failure to provide such documentation shall constitute automatic disqualification:

- * Company profile
- * Certified Company registration CK
- * Valid Tax Clearance Certificate with pin
- * CSD Report
- * Proof of professional Indemnity insurance (R10mil or above)
- * COIDA
- * Joint Venture Agreement (Clearly indicating the lead partner) – ***If applicable***
- * Detailed Curriculum Vitae of staff
- * Standard Bid documents
- * OHS Plan
- * Director(s) Certified ID Copy
- * Authority of Signatory
- * Municipal Accounts of Director/s: Municipal rates and taxes, or services accounts not in arrears for a period of more than three months or lease agreement older than six months with proof of the landlord's municipal Account, ***for all directors***
- * Municipal Account of the Company: Municipal rates and taxes, or services accounts not in arrears for a period of three months or lease agreement older than six months with proof of the land lord municipal account, ***for all companies***

CONTACTABLE REFERENCES

JB Marks Local Municipality is seeking a provider that is fully au fait with the operating environment and regulatory issues faced by local government. The inclusion of details of previous experience of providing similar services to the public sector is highly recommended. Supply at minimum of three (3) contactable references per grading by simply filling below:

EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar scale projects. In support tenderers are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

Report on Contractor’s Competence & Performance on a Similar Project for Tender Recommendation Purposes

The following are to be completed by the Client and is to be supported in each case by a letter of award and the works completion certificate

PROJECT A:

Client:

Contract Amount:.....

Contract Duration:

Actual Contract Duration:.....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of Staff					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA Signature: Date:

Client Signature: Date:

Reference schedule to be signed and stamped by the Client in order to be considered

2. EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT B:

Client:

Contract Amount:.....

Contract Duration:

Actual Contract Duration:.....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:.....

Telephone:

PA Signature: Date:

Client Signature: Date:

Reference schedule to be signed and stamped by the client in order to be considered

3. EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT C:

Client:

Contract Amount:.....

Contract Duration:

Actual Contract Duration:.....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:.....

Telephone:

PA Signature: **Date:**

Client Signature: **Date:**

Reference schedule to be signed and stamped by the client in order to be considered

EXPERTISE AND CAPACITY

The proposal should reflect levels of expertise and capacity in the deliverance of tender requirements.

1. EVALUATION CRITERIA FOR TECHNICALITY /FUNCTIONALITY/

Tenderer will be disqualified if it fails to meet the minimum of threshold requirements as outlined in the functionality scoring table

Weighted criteria with possible maximum points have been set for Functionality. ***The tenderer will be evaluated further only if the Functionality scores 80 points or above.***

The 100 points for functionality will be evaluated as follows:

Functionality table:

ITEM	CRITERIA	MINIMUM THRESHOLD	MAXIMUM SCORE
1	Company Experience: Water/Wastewater Treatment Works with a capacity of 30 Ml/day and larger operated by bidder in South Africa. • 1 X 3 years or above Appointment (Points = 10) • 2 x 3 Years or Above Appointments (Points = 20) • 3 & above x 3 Years or Above Appointments (Points =30) – (Signed Appointment, Signed Completion and Signed reference letters from Plant owners confirming the above to be included). Completed in the past Ten (10) years to date.	20	30
2	Company Financials Audited Financial Statements (for the last 3 years) Turnover • R 15 million and above (Points = 10)	10	10
3	Bank Rating • C = (Points = 5) • B = (Points = 10) • A = (Points = 15)	10	15
4	Key Personnel Experience Contract Manager Detailed CV with experience in Water Treatment AND Water Treatment Works with traceable references with a minimum qualification of BSc / B.Tech. • 5 years and above O&M experience (Points = 10)	5	5

5	Operations Manager Detailed CV with experience in Water Treatment AND Water Treatment Works with traceable references with a minimum qualification of BSc / B.Tech. • 5 years and above O&M experience (Points = 5)	5	5
6	Maintenance Manager Detailed CV with experience in Water Treatment and Water Treatment Works with traceable references with a minimum qualification of B.Tech / National Higher Diploma. • 5 years and above O&M experience (Points = 5)	5	5
7	Senior Works Manager Detailed CV with a minimum qualification of B.Tech / National Higher Diploma, in Water Care / Chemical Engineering, with traceable references. • 5 years and above O&M experience (Points = 5)	5	5
8	Quality Quality Accreditations Attach certified copy. • ISO 9001 Accreditation • ISO 14001 Accreditation • ISO 18001 Accreditation	5	5
9	Process Controllers & Staff • Class V process controllers x 1 Personel • Class IV process controllers x 3 Personel • Class III process controllers x 3 Personel • Class II process controllers x 3 Personel • Class I process controllers x 3 Personel • Electrical fitter x 2 Personel • Mechanical fitter x 4 Personel The bidder must attach certified ID Copy, Certificate and Qualifications. NB: Failure to attach will result in automatic disqualification	20	20
TOTAL		80	100

PRICING EVALUATION REQUIREMENTS:

- Adjudication of Tenders will be using a point 80/20 Preference Point System.
- The client using the system as set out in the Preferential Procurement Regulations 2022 will adjudicate responsive tenders. Points are awarded on the basis of:

All bids that achieve the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of 80/20 preference point system as follows:

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDDER	ALLOCATED POINTS
PRICE AND COMPETENCE GOALS (80 POINTS)	PRICE	80		
	SUB TOTAL	80		
EQUITY PROMOTION GOALS (20 POINTS)				
	SPECIFIC GOALS	20		
	SUB TOTAL	20		
	TOTAL	100		

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

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

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

1. GENERAL CONDITIONS

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

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

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.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 the 80/20 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 the 80/20 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 the 80/20 preference point system

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

(Note to organs of state: Where either the 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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of Documents	No proof No points
1. HDI (BLACK PERSON)	10	1. CERFTIFIED ID COPY	
2. YOUTH	01	2. CERTIFIED ID COPY AND CSD MUST BE USED AS PROOF OF GENDER	
3. FEMALE	01	3. CERTIFIED ID COPY	
4. DISABLED	01	4. A MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT BY A MEDICAL PRACTITIONER MEDICAL REPORT AND FUNCTIONAL	

		ASSESSMENT REPORT, BY A MEDICAL PRACTITIONER RECOGNISED BY SASSA, CONFIRMING YOUR DISABILITY	
5. JB MARKS	5	5. MUNICIPAL RATES AND TAXES, OR SERVICES ACCOUNTS NOT IN ARREARS FOR A PERIOD OF MORE THAN THREE MONTHS OR LEASE AGREEMENT OLDER THAN SIX MONTHS WITH PROOF OF THE LANDLORD, FOR BOTH DIRECTORS AND COMPANY	
6. DR KK	2	6. MUNICIPAL RATES AND TAXES, OR SERVICES ACCOUNTS NOT IN ARREARS FOR A PERIOD OF THREE MONTHS OR LEASE AGREEMENT OLDER THAN SIX MONTHS WITH PROOF OF THE LAND LORD, FOR BOTH DIRECTORS AND COMPANY	
TOTAL SPECIFIC GOALS	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the JB Marks Local Municipality's Supply Chain Management Policy, Clause 28 (i) (c)(ii).

Tender Number:	66/2026
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2026

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed

NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER		TENDER NO	66/2026
CLOSING DATE	13/11/2026	CLOSING TIME	12:00

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

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

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

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

*Delete if not applicable

**FORM OF OFFER AND ACCEPATANCE
COMPULSORY TO COMPLETE**

**TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT,
OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND
ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS**

OFFER

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

**TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT,
OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND
ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS**

The Tender Supplier, identified in the acceptance 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 Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier 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 tender identified in the tender data. **AS PER PRICING SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

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

Signature(s)

Name(s)

Capacity

For the
Employer

.....

.....

.....

(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.8.1	If yes, 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:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars. 	Yes / No
3.10	Do you have any relationship (family, friend, other) with persons in the service of	Yes / No

3.10.1	the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: 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:	
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3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: If yes, 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:	Yes / No
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, 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:	Yes / No
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, 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:	Yes / No

	 Position occupied in the state institution: Any other particulars:	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes / No
3.14.1	If yes, furnish particulars:.....	
4. Full details of directors / trustees / members / shareholders		
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE		
Full Name	Identity Number	Individual Tax Number for each Director
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

.....

.....

Signature

Date

.....

.....

Capacity

Name of the bidder

¹ MSCM Regulations: “in the service of the state” means to be -

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) 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);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **JB Marks Local Municipality** during the validity period indicated and calculated from the closing time of bid.

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

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED ATON THIS..... DAY OF..... 2026

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS
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PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I Mr _____ in my capacity as Municipal Manager accept your bid under reference number. **TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS.**
dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</u>

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

SIGNED AT..... ON THIS DAY OF2026

SIGNATURE

NAME (PRINT) _____
Mr. KW KUMBE
MUNICIPAL MANAGER

OFFICIAL STAMP



WITNESSES

1.....

2.....

DATE.....

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. willfully 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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This 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 *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I,..... the undersigned, in submitting the accompanying bid **TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS** in response to the invitation for the bid made by:

JB MARKS LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....

.....

Signature

Date

.....

.....

Position

Name of the 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.**

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name			
Contact number	()		
Address of office submitting the Tender			
Telephone no	()		
Fax no	()		
E-mail 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** of the relevant resolution of their members or their board of directors, as the case may be.

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

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number: **TENDER 66/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT, OPERATION & MAINTENANCE OF POTCHEFSTROOM WATER TREATMENT WORKS AND ASSOCIATED BULK INFRASTRUCTURE FOR A PERIOD OF THREE(3) YEARS** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid

General Conditions of Contract	
	submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 “Project site,” where applicable, means the place indicated in bidding documents. 1.21 “Purchaser” means the organization purchasing the goods. 1.22 “Republic” means the Republic of South Africa. 1.23 “SCC” means the Special Conditions of Contract. 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract. 1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

General Conditions of Contract	
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser. 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. 6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque. 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all

General Conditions of Contract	
	reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

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12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts

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	thereof, without costs to the purchaser. 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the provider under this contract shall be specified. 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider. 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
	22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase

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	supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
24. Termination for default	24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated. 24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction. 24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated. 24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and

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	(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
25. Anti-dumping and counter-vailing duties and rights	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
26. Force Majeure	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
28. Settlement of Disputes	28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 28.3 Should it not be possible to settle a dispute by means of mediation, it may be

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	settled in a South African court of law. 28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. Limitation of liability	29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and
	(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
30. Governing language	30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
33. Taxes and duties	33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
34. Transfer of contracts	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
35. Amendment of contracts	35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

BID REQUIREMENTS OF JB MARKS LOCAL MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

YES / NO

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.