

TENDER NO: 322A/2021

**APPOINTMENT OF SERVICE PROVIDER FOR THE
OPERATIONS AND MAINTENANCE OF NSIKAZI
NORTH REGIONAL BULK WATER SUPPLY
SCHEME INCLUDING FOUR WATER PACKAGE
PLANTS FOR THE CITY OF MBOMBELA FOR A
PERIOD OF THREE YEARS (36 MONTHS)**

TENDER DOCUMENT

CLOSING DATE: 14 JANUARY 2022 @ 11h00

TENDERER: _____

TENDERED AMOUNT (Incl. VAT): R _____

IMPLEMENTING AGENT

City of Mbombela

PO Box 45

Mbombela 1200

Tel: 013-759 9111

TENDER NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF NSIKAZI NORTH BULK WATER SUPPLY SCHEME AND WATER PACKAGE PLANTS FOR CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF NSIKAZI NORTH BULK WATER SUPPLY SCHEME AND WATER PACKAGE PLANTS FOR CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER : _____

DATE : _____

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

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.
3. Scope of Works (Remuneration Rates for unskilled labour and CLO)

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is available and downloadable in electronic PDF format.
5. It is compulsory to attach required documents to the relative page (where requested). Any other form of presentation (loose pages or separate documents) will not be accepted.

2. STANDARDS APPLICABLE TO THIS DOCUMENT

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

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

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CITY OF MBOMBELA

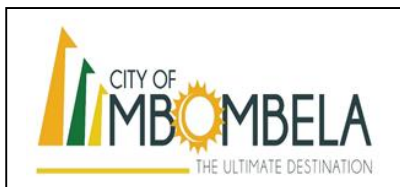
DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

**APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF
NSIKAZI NORTH BULK WATER SUPPLY SCHEME AND WATER PACKAGE PLANTS FOR
CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

PART T1: TENDERING PROCEDURES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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T 1.1	Tender Notice and Invitation to Tender	T.2
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BID NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

INVITATION TO TENDER

City of Mbombela invites tenders for the APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

Tenderers should have a CIDB grading of 8ME or Higher.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 26 NOVEMBER 2021 on the e-Tender Portal: www.etenders.gov.za and www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE / SWORN AFFIDAVIT FOR B-BBEE, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY FOR THE BUSINESS AND ALL BUSINESS DIRECTORS & CSD REGISTRATION FULL REPORT (SUMMARY WILL NOT BE ACCEPTED), together with the bid document must be sealed in an envelope clearly marked: "Bid No: 322A/2021: APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS), CLOSING DATE 14 JANUARY 2022." with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: lindani.ngcobo@mbombela.gov.za. Technical enquiries cut-off date is 10 DECEMBER 2021 at 16:00.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted nor considered.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 90 points will be allocated in respect of price and 10 points in respect of B-BBEE status level of contribution.

Procurement Enquiries	:	Christopher Nkambule Tel: 013 759 2358
Technical Enquiries	:	Lindani Ngcobo Tel: 013 759 2306
Employer	:	The Municipal Manager: Mr. W Khumalo City of Mbombela Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

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

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEMES AND WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3, *Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender*.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

SANS 10845-3 makes references to the Tender Data for details that apply specifically to this tender. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS10845-3.

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

Clause Number	Data
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
	The tender documents issued by the Employer comprise of the following documents: THE TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender (white) Part T1.2 Tender Data (pink) Part T1.3 Preferential Procurement Policy of City of Mbombela (pink) Part T2 Returnable Documents Part T2.1 List of Returnable Documents (yellow) Part T2.2 Returnable Schedules to be completed by the Contractor (yellow) Part T2.3 Returnable Schedules II (yellow)
3.2	THE CONTRACT Part C1 Agreement and Contract Data C1.1 Form of Offer and Acceptance (pink) C1.2 Contract Data (yellow) C1.3 Form of Guarantee (white) C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white) C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white) Part C2 Pricing Data C2.1 Pricing Assumptions (yellow) C2.2 Bill of Quantities (yellow) Part C3 Scope of Works C3.1 Scope of Works (blue)

	Part C4 Site Information C4 Site Information (green) Appendices Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)																				
3.4	The Employer's Agent is: the General Manager: Water and Sanitation Department																				
3.5	The language for communications is English.																				
3.6	The competitive negotiation procedure shall not be applied.																				
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 8 ME or Higher of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. <i>Amend table with latest upper limits from CIDB</i> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Adjusted Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>ME 1</td><td>R 500 000</td></tr> <tr> <td>ME 2</td><td>R 1000 000</td></tr> <tr> <td>ME 3</td><td>R 3 m</td></tr> <tr> <td>ME 4</td><td>R 6 m</td></tr> <tr> <td>ME 5</td><td>R 10 m</td></tr> <tr> <td>ME 6</td><td>R 20 m</td></tr> <tr> <td>ME 7</td><td>R 60 m</td></tr> <tr> <td>ME 8</td><td>R 200 m</td></tr> <tr> <td>ME 9</td><td>No limit</td></tr> </tbody> </table> Joint Ventures are eligible to submit bids provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the ME or Higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a ME or Higher or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.	Category of tender	Adjusted Upper limits per CIDB Table 8 Regulation 17	ME 1	R 500 000	ME 2	R 1000 000	ME 3	R 3 m	ME 4	R 6 m	ME 5	R 10 m	ME 6	R 20 m	ME 7	R 60 m	ME 8	R 200 m	ME 9	No limit
Category of tender	Adjusted Upper limits per CIDB Table 8 Regulation 17																				
ME 1	R 500 000																				
ME 2	R 1000 000																				
ME 3	R 3 m																				
ME 4	R 6 m																				
ME 5	R 10 m																				
ME 6	R 20 m																				
ME 7	R 60 m																				
ME 8	R 200 m																				
ME 9	No limit																				

	a) Hoxani Water Treatment Works and Nyongane Booster Pump Stations CIDB contractor grading of 8 ME or higher. Tenderer must have demonstrable experience in associated electrical mechanical and civil work or subcontract a CIDB contractor grading of EP and CE. b) Four Water Package Plants (Majika WPP, Manzini WPP, Mganduzweni WPP and Mshadza WPP) CIDB contractor grading of 8ME or higher. Tenderer must have demonstrable experience in associated electrical and civil work or subcontract a CIDB contractor grading of EP and CE.
	b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager/project manager who will be the single point accountability and responsibility for the management of the operations and maintenance works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum. Where the Contracts/Project Manager will not be employed on the Works full time, his powers will be delegated to the approved technical personnel. Failure to comply with the requirements or to complete Form U may render the tender non- responsive. c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager as per details on the tender invitation.
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in South African Rands (ZAR).
4.12	Main tender offers are not required to be submitted together with alternative tenders.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.
4.13.5 4.15	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: Tender 322A/2021, APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEMES AND FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS

4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form V).
4.13.5	The copy of the bid shall be placed in a single sealed envelope or sealed packaging endorsed with the title and bid number stated on the front cover of these documents.
4.13.5	A two-envelope procedure will NOT be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. All bid responses must be submitted in the tender box located at 1 Nel Street, Mbombela Civic Centre, next to the main entrance on or before 11:00am.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
4.22	Return all retained tender documents within 28 days after the expiry of the validity period
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.4	The time and location for opening of the tender offers are: Time: 11:00am on 14 JANUARY 2022 Location: Civic Centre Building at foyer behind security desk @ 1 Nel Street, Mbombela, 1200
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.

5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.
5.11	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences. Method 4 Financial offer, quality and preferences is scored as follows: a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P + N_Q$

5.11.5	where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated. f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who: - do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or - failed to complete the tender document comprehensively with all the required information.												
5.11.7	The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$ Where: N_{FO} = the number of evaluation points awarded for the financial offer W_1 = the maximum possible number of bid evaluation points awarded for the financial offer and will be: (i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or (ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000. A = the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of A_a <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></table> ^a P_m is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										
	Scoring preferences. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).												

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE Status level of Contributor	Number of Points for Financial Value up to and including R 50 000 000.00	Number of Points for Financial Value above R 50 000 000.00
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant Contributor	0	0

Eligibility for preference points will be determined as follows:

5.11.8

- ☐ A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; And
- ☐ The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D; and
- ☐ The certificate Shall:
 - ☐ Be an original or an original certified copy of the original; and
 - ☐ Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or
 - ☐ Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or
 - ☐ Be valid at the tender closing date; and
 - ☐ Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and
- ☐ Compliance with any other information requested to be attached to Returnable Schedule Form D; and
- ☐ If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and
- ☐ Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and
- ☐ In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and
- ☐ If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.

Description of quality criteria	Maximum number of points
Company Experience	20
Plant and equipment	20
Financial References	20
Key Personnel	20
ISO 9001 Certification	20
Total evaluation points for quality (Ms)	100

Tender offers will only be considered responsive if the minimum quality requirement of **80 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 80% (80 points out of 100) based on the criteria listed below. A score of less than 80 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

5.11.9

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

i). Plant and Equipment **(Maximum 20 points)**

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

ii). Key Personnel **(Maximum 20 points)**

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

iii). Experience **(Maximum 40 points)**

Details of operations and maintenance of bulk water supply schemes or construction of bulk water pipelines, water treatment works facilities related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form R in the Returnable Schedule.

iv). Financial References **(Maximum 20 points)**

The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

Score	Prompt for judgment
0	Failed to address the question / issue
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if it complies with the below mandatory requirements and failure to adhere will lead to immediate disqualification: • The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. Full CSD report NOT older than 10 days from the closing date (summary CSD report will not be accepted) • Submit tax compliance status (TCS) issued by SARS. • the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document. • the tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation of 8ME or higher. • Prove of rates and taxes clearance from relevant local authority for the business and all business directors must be attached. • Certified copy of B-BBEE / sworn affidavit for B-BBEE must be attached for claiming of preferential points (failure to attach will lead to non-allocation of B-BBEE points, not a disqualifying factor) • the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. • the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer (relevant COIDA registration must be attached). • the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • No Tippex has been used on the bid document. • the tenderer has not used an erasable pen and completed the bid document with a pencil. • the tenderer submits audited financial statements for the past three financial years.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

**APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF
NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEMES AND WATER PACKAGE
PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS**

PART T2: RETURNABLE DOCUMENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART T2	RETURNABLE DOCUMENTS	T.12 – T.13
	(See List of Documents)	T.14 – T.66

PART T2: RETURNABLE DOCUMENTS

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

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS		
FORM A1	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (<i>Not Applicable</i>)	15
FORM A2	CERTIFICATE OF EXPRESION OF INTEREST (<i>Not Applicable</i>)	T.16
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.17
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	T.18
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENTSTATUS	T.19-T.20
FORM E	COMPULSORY DECLARATION	T.21-T.25
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	T.26-T.28
FORM G	CERTIFICATE OF INDEPENDENT TENDER	T.29-T.33
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX	T.31
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T.32-T.33
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (FULL REPORT)	T.34
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY	T.35
FORM L	AUTHORITY OF SIGNATORY	T.36-T.37
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	T.38-T.39
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	T.40
FORM O	SCHEDULE OF CURRENT COMMITMENTS	T.41
FORM P	REGISTRATION WITH CIDB (ME 8 OR HIGHER)	T.42
RETURNABLE FOR QUALITY CRITERIA		T.43
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	T.44- T.45
FORM R	PLANT & EQUIPMENT	T.46
FORM S1	FINANCIAL RESOURCES: BANKING INFORMATION AND AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE LAST THREE FINANCIAL YEARS	T.47- T.48
FORM S2	FINANCIAL RESOURCES: DECLARATION OF PROCUREMENT ABOVE R10 M	T.49-T.50
FORM S3	FINANCIAL RESOURCES: DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE	T.51-T.52
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS	T.53-T.61
FORM U	PROOF SABS ISO 9001 CERTIFICATION RELEVANT TO WATER PURIFICATION OPERATIONS AND MAINTENANCE ACTIVITIES	T.62
CERTIFICATE OF TENDER COMPLIANCE		T.64
FORM V	SCHEDULE OF TENDER COMPLIANCE	T.65

COMPULSORY TENDER DOCUMENTS

FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

NOT APPLICABLE TO THIS TENDER

Notes to Tenderer:

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

This is to certify that I,

representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the clarification meeting on (date)

Signature of Representative

FORM A2: CERTIFICATE OF EXPRESSION OF INTEREST

NOT APPLICABLE TO THIS TENDER

Notes to Tenderer:

1. The duly completed certificate of Expression of Interest must be submitted by whoever intends to tender for this particular tender *within seven (7) days from the date the tender is advertised*. Failure to submit the certificate of Expression of Interest within the required period may render the tenderer non-responsive and City of Mbombela does not accept responsibility for any communication not received by the tenderer timeously.
2. Late notification of Expression of Interest by a prospective tenderer will not necessarily result in the tender closing date being extended.
3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address (tenders@mbombela.gov.za).
4. The Employer shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

This is to certify that I,

.....

representative of (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

intends to submit a tender in response to the tender notice and invitation for tender this contract.

Signed Date

Name Position

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS(SIPDM)

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES(SIPDM)

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

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

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

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

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed Date

Name Position

FORM D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS (MBD 6.1)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1. Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the referencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

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

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note:

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

FORM E: COMPULSORY DECLARATION (SIPDM)

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

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

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

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

--	--

Section 3: SARS Information

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

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

Section 7: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

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

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

*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

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

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

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

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

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

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

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

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

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

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

Signed Date

Name Position

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause

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

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

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

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

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

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

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

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

OR

- **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors, and
- Certified shareholders register (if any)

OR

- **For Joint Venture Agreements**

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

OR

- **For Partnership**

- Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

- Certified Copy of ID

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (SIPDM)

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

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

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

Section 2: Declaration for Contractor's services:

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

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise is not required by law to prepare annual financial statements for auditing.
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 6 MONTHS**

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

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

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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

ATTACH TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE

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

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

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

Notes to tenderer:

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

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Signature

Capacity under which Tender is Signed

Date

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (FULL REPORT)
--

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

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

Affix Proof of the National Treasury Central Supplier Database (Full Report) to this page. The CSD full report must not be older than 10 days from the closing date. (summary report will NOT be considered)

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES

NO

If yes, furnish your details in table below.

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr.....

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

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

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

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

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

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

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

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

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

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

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

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

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

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

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund, or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).
3. Relevant COIDA certificate must reflect the nature of works relevant / similar to the works of this contract. Failure to adhere will render your submission non-responsive.

***Affix certificate of Good Standing with Compensation Commissioner (Dept. of Labour)
to this page.***

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

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

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 20 points based on information provided in this schedule. The tenderer may list only 4 projects of similar nature and size.

The following is a statement of work of similar nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size and will be allocated points in the following manner:
- 2 The tenderer scores 5 points per project with a value of between than R10 million to R20million completed in the last 5 years.
- 3 The tenderer scores 10 points per project with a value of more than R20 million or more completed in the last 5 years.
- 4 The maximum Quality points for each criterion are listed below.
- 5 Positive feedback from the Consulting Engineer from the designated / listed contact person will contribute toward points allocated for the attached reference letters/testimonials.
- 6 Positive feedback from the Employer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
- 7 Points for reference letters attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached reference letters/testimonials from the Client.
- 8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. NB: include points scoring

Appointment letter as well as Completion Certificate and Reference Letter from Client of Relevant Work done previously (to be attached – zero points if both is not attached) Certified copies are compulsory	Consulting Employer's Representative: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Reference Letter) (max 10 points/project)

*Attach additional pages if more space is required		Total Points		

FORM R: PLANT & EQUIPMENT

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

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - Half points will be allocated for leased plant.
 - Plant correctly identified and owned will be calculated according to allocated points.
3. Proof of ownership to be submitted: Natis to be attached and all submissions will be verified for ownership. The same principle is applicable to a lease agreement with a fleet management service provider. Failure to provide Natis certificate of ownership of the intended fleet management service provider shall result in Zero points allocated.

Description, size, capacity, etc.	Allocate Points if owned	Allocate Points if Hired/leased	Quantity Required	Quantity owned	Quantity hired	Points Scored
LDV	10	5	5			
Loading Truck (of 8 tonne or higher)	5	2.5	1			
TLB (4 x4)	5	2.5	1			
Total	20	10				
Total Points Allocated						

*Attached additional pages if more space is required.

**FORM S1: FINANCIAL RESOURCES:
BANKING INFORMATION**

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

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form an **Original Letter** from the bank not older than three (3) months confirming the bank account, details and bank rating. **10** Points for Bank Rating B or better and **10** points for Intent to provide 10% guarantee.
- In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:													
ACCOUNT NAME: (e.g. ABC Civil Construction cc)													
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)													
ACCOUNT NO:													
ADDRESS OF BANK:													
CONTACT PERSON:													
TEL. NO. OF BANK / CONTACT:													
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months				(Tick which is appropriate)	
0-6 months													
7-12 months													
13-24 months													
More than 24 months													
BANK RATING:													

**ATTACH HERETO AN ORIGINAL LETTER FROM THE BANK TO THIS PAGE NOT OLDER
THAN THREE (3) MONTHS**

**FORM S2: FINANCIAL RESOURCES:
DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

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

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

YES / NO

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

.....
.....

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

YES / NO

.....
.....

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

.....
.....

- 2.2 If yes, please provide particulars

.....
.....

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

YES / NO

.....
.....

- a. If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

**FORM S3: FINANCIAL RESOURCES:
TO PROVIDE A PERFORMANCE GUARANTEE**

The Tenderer will receive a maximum of 10 points based on information provided in this schedule.

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

A Pro forma follows herewith for the tenderer to use.

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

Employer

(Name and Address)

Contract No

Contract Title

-

WHEREAS

-

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

(Hereinafter called "the Contractor") on the ____ day of ____ 20 ____ for the (Contract Title)

at _____

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

AND WHEREAS _____ (hereinafter referred to as the
WE _____
Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

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

- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

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

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

_____(in words)
_____(in figures)

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

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

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

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

This guarantee is neither negotiable or transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

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

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

As witness:

1. _____ Signature _____
2. _____ Signature _____

Duly authorized to sign on behalf of
(Guarantor)

Address _____

FORM T: MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 20 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional Engineer, technologists or technicians means those who are involved in the operations and maintenance of treatment works facilities, pumping stations and or construction of bulk water pipelines, pump stations and related water retaining structures. Registered professionals of other disciplines (e.g. scientific services) are considered as employees only. NB: Office establishment within the municipal area for the duration of the Contract.

Head Office: City/Town: (See note 3)	
Other Offices: Only list number: (See note 3)	
Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrTechniEng) (See note 4.)	
Registered Professionals: SACPCMP (Pr CM) (See note 4)	
Total Employees:	
% share in JV agreement: (State 100% if no JV)	

OPERATIONS PERSONNEL

i. Project Manager/Mechanical Engineer

Project Manager/Engineer is required to have a BEng/Bsc/Btech in Mechanical Engineering or equivalent to a NQF 7 qualification and a maximum of 10 years' experience in high lift water pumping station maintenance or designing of pumps for bulk water distribution systems in a project or contracts manager's role or maintenance manager's role. Points will be allocated on a pro-rata basis for experience between 2 to 10 years, as indicated below:

EXPERIENCE UP TO YEARS	2	4	6	8	10
POINTS	0.5	1	1.5	2	2.5

Electrical Engineer is required to have a BEng/Bsc/Btech in Electrical Engineering or equivalent to a NQF 7 qualification and a maximum of 10 years' experience in the maintenance of HV electrical distribution network, handling of High Voltage Switch Gears, Design of HV control panels bulk in the water engineering or mining industry field in a field supervisory role. Points will be allocated on a pro-rata basis for experience between 2 to 10 years, as indicated below:

EXPERIENCE UP TO YEARS	2	4	6	8	10
POINTS	0.5	1	1.5	2	2.5

Civil Engineer is required to have a BEng/Bsc/Btech in Civil Engineer or equivalent to a NQF 7 qualification and a minimum of 2 years in the construction and or maintenance of bulk water distribution pipelines (>450 diam), pump stations, water retaining structures (reservoirs, WTW's etc) construction experience in a contracts manager's role. Points will be allocated on a pro-rata basis for experience between 2 to 10 years, as indicated below:

EXPERIENCE UP TO YEARS	2	4	6	8	10
POINTS	0.5	1	1.5	2	2.5

Plant Supervisor on permanent/contract basis, is required to have a N.Dip Water Care/Chemical Engineering or Analytical Chemistry or equivalent to a NQF 6 qualification and a minimum of 2 years and must be registered with the South African Council for Natural Scientific Professions (SACNASP) as a PR Sci Nat or in possession of a valid Class VI Process Controller certificate with experience in the operation of Water/Wastewater Treatment Works of Class 2 or higher. Points will be allocated on a pro-rata basis for experience between 2 to 10 years, as indicated below:

EXPERIENCE IN SIMILAR CONSTRUCTION UP TO YEARS	2	4	6	8	10
POINTS	0.5	1	1.5	2	2.5

ii. Technician

Technician is required to have a N.D Civil /Mechanical/Electrical Engineering or equivalent to a NQF 6 qualification with experience of not less than five (5) years in the construction and or maintenance bulk water distribution pipelines (>450 diam), pump stations, water retaining structures (reservoirs, WTW's etc) of bulk water pipeline (s), pump stations and water retaining structures. Points will be allocated on a pro-rata basis for experience between 1 to 5 years, as indicated below:

EXPERIENCE IN SIMILAR CONSTRUCTION UP TO YEARS	1	2	3	4	5
POINTS	0.5	1	1.5	2	2.5

iii. **Technical Supporting Personnel**

Technical supporting personnel include artisans employed on permanent/contract basis that are required to have a N3-N6 certificate with valid trade test certificate in the following disciplines: Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

- Electromechanical/Fitter and Turner

EXPERIENCE IN SIMILAR MAINTENANCE WORKS OF MOVING MACHINERY IN THE WATER INDUSTRY UP TO YEARS	3	4	5
POINTS	1	1.5	2.5

- Electrician

EXPERIENCE IN SIMILAR MAINTENANCE OR INSTALLATIONS OF HIGH VOLTAGE EQUIPMENTS UP TO YEARS	3	4	5
POINTS	1	1.5	2.5

- Plumber

EXPERIENCE IN SIMILAR MAINTENANCE OR CONSTRUCTION OF PIPES (>450MM DIAMETERS) UP TO YEARS	3	4	5
POINTS	1	1.5	2.5

SUMMARY OF POINTS SCORING

Experience	Points
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	20

N.B: Points to be allocated based on the CV's provided.
The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to zero allocation of points. NB: CV's provided shall state the period with which the individuals have worked for the company! All copies must be certified and NOT be older than 3 months

KEY PERSONNEL EXPERIENCE (MECHANICAL ENGINEER/TECHNOLOGIST)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	SACPCMP Reg. No	No. of Years' Experience

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (ELECTRICAL ENGINEER/TECHNOLOGIST)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	SACPCMP Reg. No	No. of Years' Experience
			N/A	

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (CIVIL ENGINEER/TECHNOLOGIST)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	SACPCMP Reg. No	No. of Years' Experience

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (PLANT SUPERVISOR)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	SACNAP Reg. No	Process Controller Certificate CLASS	No. of Years' Experience

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (TECHNICIAN)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg No	Discipline	No. of Years' Experience

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE TECHNICAL SUPPORT

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	Category	Trade Test Reg No.	No. of Years' Experience

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

Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached. All certified copies must NOT be older than 3 months

FORM U: PROOF SABS ISO 9001 CERTIFICATION RELEVANT TO O&M OF BULK WATER SUPPLY SCHEMES

The tenderer shall provide a certified copy of an ISO 9001 certification as the preferred method of accreditation by SANAS to claim the full 20 points. This certificate shall clearly indicate the certificate number and it shall be validated.

In the case of a Joint Venture, a certified copy of an ISO 9001 certification shall be provided for the lead partner of the Joint Venture._

Tenderers who are in a process of renewing their ISO 9001 certification shall produce proof in the form of an audit confirmation from SANAS or SABS accreditation body to claim full points. Failure to provide confirmation of an ongoing audit for accreditation renewal shall render the Tender non responsive and the Tenderer shall be disqualified.

Name of Contractor:

ISO 9001 Registration Number:

Expiry Date:.....

CRITERIA	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
ISO 9001 CERTIFICATION			

SUMMARY OF COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience	Form Q	20		
Plant and Equipment	Form R	20		
Financial References	Form S	20		
Key Personnel	Form T	20		
ISO 9001 Certification	Form U	20		
	Sub-Total	100		
	TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 80 points. Only those tenders that achieve the minimum number (points) will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 90/10 PREFERENCE POINT SYSTEM

PREFERENTIAL POINT SYSTEM	MAXIMUM POINTS TO BE ALLOCATED
Price	90
B-BBEE Status Level of Contribution	10
TOTAL	100

CERTIFICATE FOR TENDER COMPLIANCE

FORM V: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

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

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
	RETURNABLES FOR QUALITY CRITERIA	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS	
U	PROOF OF ISO 9001 CERTIFICATION IN RELATION TO SCOPE OF WORKS	
	CERTIFICATE OF TENDER COMPLIANCE	
V	SCHEDULE OF TENDER COMPLIANCE	

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF
NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER
PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36
MONTHS)

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

PART C1 AGREEMENT AND CONTRACT DATA
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<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART C1	AGREEMENT and CONTRACT DATA	C.1 – C.2
C 1.1	Form of Offer	C.4
C 1.2	Form of Acceptance	C.5
C 1.3	Schedule of Deviations	C.6
C 1.4	Contract Data	C.7 – C.13
C 1.5	Performance Guarantee	C.14 – C.17
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	C.18 – C.20
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	C.21 – C.22

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME INCLUDING FOUR WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C 1.1: FORM OF OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEMES AND WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

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

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

The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is

_____ (in words) R _____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH AND SOUTH REGIONAL BULK WATER SUPPLY SCHEMES AND WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description
1	General
1.1	Definitions
1.1.1	In the Contract (as hereinafter defined) the following work and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
1.1.1.5	“Commencement Date” means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, where the Contractor is required to commence with the execution of the Works, as stated by the Employer in the Order or other subsequent written communication from the Employer or the Employer’s Agent to the Contractor; provided always that the Commencement Date shall not occur prior to March 2022.
1.1.1.6	“Construction Equipment” means all appliances or things of whatsoever nature required for carrying out, completing or correcting defects in the Works, but does not include materials, Plant or other things that are part of, or intended to form part of the Permanent Works, the Treatment or the Water treatment processes or Water conveyance
1.1.1.7	“Contract” is the Agreement, Conditions of Contract, Specifications, Drawings, priced Schedule of Quantities and all other documents which, in accordance with the Agreement, are to form part of the Contract as well as all other documents as shall subsequently be mutually agreed in writing between the parties as forming part of the Contract
1.1.1.9	“Contractor” means the person named in the Contract Data whose offer has been accepted in the Form of Offer and Acceptance and the legal successors in title of this person.
1.1.1.10	“Contract Price” means the Contract Sum subject to such addition thereto or deduction therefrom as may be made from time to time under the provision of the Contract.
1.1.1.15	The Name of the Employer is the City of Mbombela.
1.1.1.16	The Name of the Employer’s Agent is: the Engineer will be Confirmed as the Employer’s Agent in the Contract Data, or any other person appointed from time to time by the Employer, and whom the Contractor is notified, in writing, to act as Employer’s Agent for the purposes of the Contract as substitute for the Employer’s Agent so named (if necessary).

1.1.1.17	The Name of the Employer's Agent's is: the natural person appointed from time to time by the Employer in terms of this Contract
1.1.1.26	The pricing strategy: Re-Measurement Contract
1.1.1.27	"Re-Measurement Contract" means the Contractor shall be paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work, subject to adjustments in accordance with Contract.
1.1.1.28	"Scope of Work" means the document that specifies and describes the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out.
	Add the following at the end of clause 1.1.1.28: (a) "Pumping Station" means structures, buildings, mechanical, electrical and other machines, equipment such as pumps, motors, control panels, switch gears, transformers, and tools, as well as all things, including, river intake points, pipelines, including all couplings, fittings, valves, anchor blocks, chambers, and all things necessary for the conveyance of water to a Treatment Plant or reservoir. (b) "Treatment Plant" means the structures, buildings, mechanical, electrical and other machines, equipment and tools, as well as all things, including channels, pipes, valves, clarification units, filtration units, blowers, disinfection stations, chemical supply and handling, chemical dosing equipment, drying beds all necessary for the processing of water and/or the purification of raw water (as the case may be in accordance with the requirements of the Contract. (c) "Bulk Distribution Network" means reservoirs, pipelines, including all couplings, fittings, valves, anchor blocks, chambers, pumps and pump stations and all things necessary for the conveyance of water to or from a Treatment Plant or reservoir. (d) "Reservoirs" means water retaining structures used for storage of water including valve rooms, valves, pipes, fittings, level indicators, flow meters and telemetry system (where applicable) and general maintenance of physical appearance of the reservoir sites including security fencing.
1.1.1.29	"Site" means the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be carried out.
1.1.1.33	"Works" means all Treatment Plants and Distribution Networks (or portions thereof as case may be) as are described in the specifications and drawings, and which are to be managed, operated and maintained by the Contractor for the duration of this Contract, including all appurtenant buildings and structures, all mechanical and electrical equipment, all pipes, valves and chambers, roadways and pathways.
1.1.1.34	"writing" means any hand-written typed or printed communication (comprising words, figures or drawings including facsimiles, electronic communication, or any similar communication resulting in a permanent record. "In writing" and "written" shall have corresponding meanings.
	Interpretation
1.2.1	Any written communication between the parties shall have been duly delivered if: Headings of clause are inserted for the purpose of convenience only and shall be ignored in the interpretation of the Contract.
1.2.1.1	Handed to the addressee or to his duly authorized agent, or
1.2.1.2	Delivered at the address of the addressee as stated in the Contract Data: Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.

1.2.3	The common or statute law shall determine whether any person acting, or purposing to act on behalf of the Employer, Employer's Agent or Contractor is duly authorized, save to the extent that a party shall, by written notice to each of the others, designate a person or the holder of any office, to the exclusion of another person or holder of office too have such authority, or to limit in any way, or terminate the authority of such designated person or holder of office.								
1.2.4	Where the context requires:								
1.2.4.1	Words importing the singular also include the plural and vice versa, and								
1.2.4.2	Words importing the masculine gender also include the feminine and the neuter.								
1.2.4.5	The marginal notes or headings in these General Conditions shall not form part of the contract.								
1.1.1.15	The Name of the Employer is the City of Mbombela .								
1.2.1.2	The Employer's address for receipt of communications is: <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>1 Nel Street</td><td>PO Box 45</td></tr> <tr> <td>MBOMBELA</td><td>MBOMBELA</td></tr> <tr> <td>1200</td><td>1200</td></tr> </table> Telephone: 013 759 2306 E-mail: lindani.ngcobo@mbombela.gov.za	Physical address:	Postal address:	1 Nel Street	PO Box 45	MBOMBELA	MBOMBELA	1200	1200
Physical address:	Postal address:								
1 Nel Street	PO Box 45								
MBOMBELA	MBOMBELA								
1200	1200								
1.2.1.2	The address of the Employer's Agent is: To be Confirmed in writing to the Contractor. <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> </table>	Physical address:	Postal address:						
Physical address:	Postal address:								

Clause	Description
2.4	Variations to the Conditions of Contract are: Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance, 3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."

4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.
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PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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

Clause	Description								
1.1.1.9	The Contractor is								
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:								
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover).								
6.2.1	The security to be provided by the Contractor shall be one of the following <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate “ Yes” or “ No”</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate “ Yes” or “ No”	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum			
Type of Security	Contractor to choose: Indicate “ Yes” or “ No”								
Cash deposit of 10% of the contract sum									
Performance guarantee of 10% of the contract sum									
6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work under this contract may not exceed 15%.								

CONTRACT NO: 322A/2021

**APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF
NSIKAZI NORTH AND SOUTH BULK WATER SUPPLY SCHEME AND WATER PACKAGE
PLANTS FOR CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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

Signed

.....

Date

.....

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

**APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE
OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME AND WATER PACKAGE
PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

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

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

THIS AGREEMENT made at

on this the day of in the year

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

in his capacity as

and

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

.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATIONS AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEMES AND WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

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

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS	1 _____	2 _____
NAME	1 _____	2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS	1 _____	2 _____
NAME	1 _____	2 _____

(IN CAPITALS)

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME AND WATER PACKAGE PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)

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

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____20____,

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

SIGNED ON BEHALF OF THE
COMPANY: _____

IN HIS CAPACITY
AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

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C2.1 PRICING INSTRUCTIONS

C2.2 SCHEDULE OF QUANTITIES

PART C2 PRICING DATA

PART C2	PRICING DATA		C.24
C 2.1	Pricing Instructions	(yellow)	C.25 – C.27
C 2.2	Bill of Quantities	(yellow)	C.28 – C.34

C2.1: PRICING INSTRUCTIONS

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

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

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

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

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

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

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

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

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

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

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

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

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

- 1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineer's Representatives.

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

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

- 9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit :The unit of measurement for each item of work as defined in the SANS 1200

Quantity :The number of units of work for each item

Rate :The payment per unit of work at which the Tenderer tenders to do the work

Amount :The quantity of an item multiplied by the tender rate of the (same) item

Sum :An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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

11 PRODUCT NAMES OR SIMILAR APPORVED

Wherever reference has been made to product names, it also includes all similar CoM approved product names. Should alternative products be included, all relevant information to be supplied for approval by the CoM.

- 12 The submission of alternative copies of the BOQ i.e. “electronic copies” is not allowed even if it is printed out and completed by hand. The BOQ as provided with the Tender document must be completed by hand, failure to do so will lead to immediate disqualification.**

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

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C2.2 SCHEDULE OF QUANTITIES

REFER TO ANNEXURE A FOR DETAILS OF THE SCHEDULE OF QUANTITIES FOR PRICING

CONTENTS AND GENERAL SUMMARY OF THE SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	PAGE	AMOUNT (R)
PART 1 – NSIKAZI NORTH BULK WATER SUPPLY SCHEMES – ELECTRICAL MECHANICAL			
SECTION 1100	CONTRACTOR'S ESTABLISHMENT ON SITE		R
SECTION 1200	PERSONNEL		R
SECTION 1300	LABORATORY SERVICES		R
SECTION 1400	MAINTENANCE SERVICES AT TREATMENT PLANTS		R
SECTION 1500	SUPPLY OF CHEMICALS		R
A.1	SUMMARY- PART 1		R
PART 2 – NSIKAZI NORTH BULK WATER SUPPLY SCHEMES – CIVIL WORKS AND PIPELINES			
SECTION 1600	OPERATION AND MAINTENANCE OF REGIONAL WATER SUPPLY SCHEMES		R
A.2	SUMMARY- PART 2		R
C	TENDER AMOUNT (A.1 + A.2)		R
D	ALLOWANCE FOR VAT AT 15%		R
E	TOTAL TENDER SUM (to be carried to the Form of Offer)		R

NB: THE FOLLOWING FIVE PAGES ARE INTENTIONALLY LEFT BLANK FOR TENDERS TO INSERT PAGES FROM THE ATTACHED SCHEDULE OF QUANTITIES REPLACING THE BLANK PAGES. THE PAGES FROM THE SCHEDULE OF QUANTITIES MUST BE INSERTED BELOW AND SUBMITTED WITH THEIR DOCUMENT ON CLOSING DATE.

REPLACE WITH ANNEXURE A – SCHEDULE OF QUANTITIES

REPLACE WITH ANNEXURE A – SCHEDULE OF QUANTITIES

REPLACE WITH ANNEXURE A – SCHEDULE OF QUANTITIES

REPLACE WITH ANNEXURE A – SCHEDULE OF QUANTITIES

REPLACE WITH ANNEXURE A – SCHEDULE OF QUANTITIES

CITY OF MBOMBELA

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<u>PART C3 SCOPE OF WORKS</u>

C3.1 GENERAL REQUIREMENTS AND PROVISION

C3.2 ENGINEERING

C3.3 PROCUREMENT

C3.4 MAINTENANCE WORKS

C3.5 MANAGEMENT

C3.6 HEALTH AND SAFETY

PART C3: SCOPE of WORK

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C3.1.2 Overview of the Works.....	
C3.1.3 Extent of Works.....	
C3.1.4 Location of the Works	
C3.2 ENGINEERING.....	C.38-C.39
C3.2.1 Design.....	
C3.2.2 Employer's Design	
C3.2.3 Contractor's Design	
C3.2.4 Drawings	
C3.2.5 Design Procedure	
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C3.6.1 Health and Safety Requirements and Procedures	
C3.6.2 Protection of the Public	
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C3.6.5 Measures Against Disease and Epidemics	
C3.6.6 Aids Awareness	

C3.1: GENERAL REQUIREMENTS AND PROVISIONS (DESCRIPTION OF WORKS)

C3.1.1 EMPLOYER'S OBJECTIVE

C3.1.2 OVERVIEW OF THE WORKS

The North Nsikazi Regional Water Supply Scheme, which draws water from the Sabie River, is similar to the Nsikazi South scheme. Raw water is abstracted from the Sabie River and will be purified (when the plant is commissioned) at the Hoxane Water Treatment Works. The Scheme is part of a recent development phase than the southern scheme and currently the raw water is only chlorinated and disinfected at the Nyongane water booster pump station. Most of the villages have their own dedicated storage reservoirs that link the supply pipelines to the distribution network. Newer villages will, through a progressive phased development, be linked to the bulk water distribution network and have dedicated storage reservoirs that will be linked to a distribution network.

C3.1.3 EXTENT OF THE WORKS

The Nsikazi North scheme comprises the following:

- (a) A raw water pump station on the banks of the Sabie River;
- (b) A water purification works on the banks of the Sabie River currently not operated
- (b) A clear water booster pump stations situated south of the Kruger Gate road;
- (c) Approximately thirsty reservoirs varying from a 5 MI dome roofed structure to a 620 KI flat roofed structure.
- (d) A pipeline network of approximately 127 km, varying in diameters and type from 900 mm steel pipelines to 75 mm diameter uPVC. The network comprises pipelines from the bulk scheme to distribution networks within the settlements, including links and connections between components of the scheme, as well as appurtenant works such as valves, fittings, valve boxes and chambers, standpipes, pressure reducing chambers and the like.
- (e) The valves within the Nsikazi North Regional Water Scheme and which are to be operated under this Contract are numbered in groups labelled "NV1" to "NV25" on Drawing No.OMM-01. (See also Clause 1603 of Section 1600 of the Specifications). For the number of valves in each group and the frequency of operation refer to Sub-clause 3.4.1.07.3 below.
- (f) The reservoirs comprised in the North Nsikazi Regional Water Scheme and for which the levels are to be monitored (see also Clause 1604 of Section 1600 of the Specifications).

C3.1.4 LOCATION OF THE WORKS

Refer to **Annexure B.1** for the flow diagram of Nsikazi North Regional Bulk Water Supply Scheme.

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

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

C3.2.2 ENGINEER'S DESIGN

Not applicable

C3.2.3 CONTRACTOR'S DESIGN

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

C3.2.4 DRAWINGS

The Drawings prepared by the Employer for the existing Works are listed below and shall be made available to the successful bidder under this Contract. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

NO	PLAN NO	DESCRIPTION
1	N1135-100	NSIKAZI NORTH BULK INFRASTRUCTURE
2	N1135-101	RESERVOIR XCR19 – THSABALALA: LAYOUT OF RESERVOIR AND VALVE ROOM
3	N1135-102	HIGH LEVEL TANK EST01-TSHABALALA AND HIGH LEVEL TANK EST02 – NYONGANE: LAYOUT OF TANKS
4	N1135-103	RESERVOIR XCR1 – NYONGANE (1.24MI): LAYOUT OF RESERVOIR AND VALVE ROOM (VALVE GROUP N1)
5	N1135-104	RESERVOIR XCR2 – MAJIKI/SANDRIVER (0.780MI): LAYOUT OF RESERVOIR AND VALVE ROOM (VALVE GROUPS NV2 & NV3)
6	N1135-105	RESERVOIR XCR3 – NUMBI (5.1MI): LAYOUT OF RESERVOIR AND VALVE ROOM (VALVE GROUP NV4)
7	N1135-106	RESERVOIR XCR4 – SALUBINDZA (1.4MI): LAYOUT OF RESERVOIR AND VALVE ROOM (VALVE GROUP NV5)
6	N1135-107	RESERVOIR XCR5 – MAHUSHU (1.17 AND 3 ML): LAYOUT OF RESERVOIR AND VALVE ROOM (VALVE GROUP NV7)
7	N1135-108	RESERVOIR XCR6- MAHUSHU/BHEKISWAYO SPLIT VALVE LAYOUT (VALVE GROUP N6 AND NV7)

8	N1135-109	VALVE CONNECTIONS ON GRAVITY LINE B (SALUBINDZA @ CHAINAGE 5660m) LAYOUT (VALVE GROUP NV8)
		VALVE CONNECTIONS FOR SECONDARY LINE 3 TO PHOLA RESERVOIR XCR6 ON GRAVITY LINE B @ CHAINAGE 6610m LAYOUT (VALVE GROUP NV9)
9	N1135-110	RESERVOIR XCR6 – PHOLA (1.02 MI) AND HIGH LEVEL TANK (0.05MI)– SST2: LAYOUT OF RESERVOIR AND VALVE ROOM
10	N1135-111	VALVE CONNECTIONS ON SECONDARY LINE 4 AND 6
11	N1135-112	RESERVOIR XCR7 – MANZINI (1.02M) – LAYOUT OF RESERVOIR AND VALVE ROOM
12	N1135-113	VALVE LAYOUT ON SUPPLY LINE 8 FOR JERUSALEMA
13	N1135-114	RESERVOIR XCR8 – SWALALA (1.65ML) – LAYOUT OF RESERVOIR VALVE ROOM
14	N1135-115	LAYOUT OF TANKS: STEEL TANKS: XCR17 – MGANDUZWENI , XCR18 – JERUSALEM
15	N1135-116	VALVE CONNECTION ON SECONDARY LINE 6 12A AND 12B
16	N1135-117	RESERVOIR XCR10 – MGANDUZWENI (1.52ML) – LAYOUT OF RESERVOIR AND VALVE ROOM
17	N1135-118	XCR11 – GA-TSWENI (1.70ML) SST1 – GAT-TSWENI (0.65ML)
18	N1135-119	XCR16 – KHUMBULA (0.45ML) – LAYOUT OF RESERVOIR AND VALVE ROOM
19	N1135-120	XCR9 – NGCOBANENI (1ML) AND BPT ON F1 & F2 GRAVITY LINE – VALVE LAYOUT
20	N1135-121	XCR12 – PHAMENI (0.5ML) – LAYOUT OF RESERVOIR AND VALVE ROOM
21	N1135-122	XCR13 – MAKOKO (0.62ML) – LAYOUT OF RESERVOIR
22	N1135-123	VALVE CONNECTION ON GRAVITY LINE H
23	N1135-124	XCR14 – MALEKUTU (2ML) LAYOUT OF RESERVOIR AND VALVE ROOM
24	N1135-125	ELEVATED TANK XCR15 – MJEJANE (0.10ML) LAYOUT OF TANK AND VALVE ROOM

C3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

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

C3.3.1.2 Resource standard pertaining to targeted procurement

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

Specialist mechanical electrical works such as maintenance of electrical control panels, maintenance or repairs of pumps and motors, lifting hoists etc.

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

C3.3.2.2 Preferred subcontractors/suppliers

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

C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: OPERATIONS AND MAINTENANCE

C3.4 MAINTENANCE

C3.4.1 WORKS SPECIFICATIONS CONTENTS

The following specifications shall apply for the construction of the Works.

- C3.4.1.0 GENERAL REQUIREMENTS AND PROVISIONS**
- C3.4.1.1 CONTRACTOR'S ESTABLISHMENT ON SITE**
- C3.4.1.2 PERSONNEL**
- C3.4.1.3 LABORATORY**
- C3.4.1.4 OPERATION AND MAINTENANCE SERVICES AT TREATMENT PLANTS AND PUMP STATIONS**
- C3.4.1.5 SUPPLY OF CHEMICALS**
- C3.4.1.6 OPERATION AND MAINTENANCE OF REGIONAL WATER SUPPLY SCHEMES**

SECTION C3.4.1.0 : GENERAL REQUIREMENTS AND PROVISIONS

3.4.1.01 SCOPE

This Section describes the works that are to be executed under the Contract, and covers matters that relates to the Works as a whole. Various matters dealt with in the Condition of Contract are expanded upon within this Section.

3.4.1.02 GENERAL DESCRIPTION OF THE WORKS

3.4.1.02.1 The Works to be executed under this Contract include the operation and maintenance of:

- (a) Water Treatment Plants, Water Package Plants, pump stations and associated plant, buildings and structures;
- (b) Bulk water and distribution pipelines and reservoirs which form part of two associated Regional Water Supply Schemes in North and South Nsikazi respectively;

and which provide potable water to towns and settlements in the Nsikazi area of City of Mbombela in Mpumalanga Province under Ehlanzeni District Municipality.

3.4.1.02.2 The operation and maintenance of the Treatment Plants included in the Contract includes responsibility for the quality of the outflows from the treatment plants, maintenance of the plants, equipment and buildings at the treatment plants, and maintenance of all pipelines, valves, pump stations, reservoirs, buildings, valve chambers, fencing and the like.

3.4.1.02.3 The operation and maintenance of the Regional Water Schemes including five water packaged plants and comprises of monitoring and recording reservoir levels, operating valves throughout the network, routine inspection and maintenance work, routine repair work, emergency repair work and the procurement and storage of the requisite materials and supplies for such work.

3.4.1.02.4 Also included in the works to be executed under the Contract, is the maintenance and minor repair works to various access roads associated with the Treatment Plants and Regional Water Schemes, including regular blading of such access roads.

3.4.1.02.5 Where required by the Employer, the Contractor will be required to carry out various miscellaneous items of work on an *ad hoc* basis, at rates and prices determined in accordance with Sub-Clause 33.2 of the Conditions of Contract.

3.4.1.03 DESCRIPTION OF THE SITE AND ACCESS

3.4.1.03.1 GENERAL DESCRIPTION OF THE SITE

The whole of the Works is located within the Nsikazi area in the vicinity of Nelspruit, Mpumalanga, South Africa. The Nsikazi area is bounded by the Kruger National Park in the East, the Crocodile River in the South and the Sabie River in the North, extending over an area of approximately 700km².

3.4.1.03.2 ACCESS

3.4.1.03.2.1 The Treatment Plants, pump stations and bulk pipelines are situated throughout the Nsikazi area. Access roads generally exists along the pipeline routes, although the maintenance and/or upgrading of such access roads will be necessary where the standard of the existing roads is inadequate.

3.4.1.03.2.2 The existing main routes to Nsikazi are shown on the Locality Plan and the existing secondary routes, gravel roads and settlements are also shown. The secondary gravel roads are occasionally unusable during periods of inclement weather.

3.4.1.03.2.3 The concrete structures such as pump stations and reservoirs can be reached from existing roads but there are cases where some access roads have become impassable through lack of usage and maintenance, and in some instances do not exist at all. Existing roads are shown on the drawings.

3.4.1.03.2.4 The nearest railway stations are:

- (a) Hazyview station on the boarder of the Kruger National Park in the North; and
- (b) Karino station in the South

3.4.1.03.3 CLIMATE AND WEATHER

The site is situated in the Lowveld of Mpumalanga and the climate is sub-tropical with warm summers, mild frost-free winters and high humidity levels. The average maximum temperature in the area is approximately 31°C and the average minimum approximately 16°C, with extremes of 43°C and -2°C. The annual mean daily temperature is approximately 21°C.

3.4.1.04 NATURE OF GROUND AND SUBSOIL CONDITIONS

3.4.1.04.1 The topography may generally be described as “hilly”

3.4.1.04.2 The ground formation comprises primarily of weathered granite. In consequence of of the large extent of the area, significant variations from boulder formations and solid granite outcrops in the higher lying areas to cohesion-less sand with clay in some riverbeds.

3.4.1.04.3 Material for the bedding and of pipelines and backfill of trenches shall, in so far as is possible, be obtained from excavations, but where either clay, boulder formations and solid rock are encountered or in situ material is wet, it will be necessary to import material from other necessary excavations along the pipeline routes or from borrow pits.

3.4.1.05 DETAILS OF THE CONTRACT

3.4.1.05.1 OPERATION AND MAINTENANCE OF WATER TREATMENT PLANTS AND WATER PACKAGE PLANTS AND PUMP STATIONS

- 3.4.1.05.1.1 Operation and maintenance of the following Water Treatment Plants in the Nsikazi area is included in this Contract:
- 3.4.1.05.1.2 Information pertaining to the above Treatment Plants and pump stations is given in Clause 3.4.1.06 below. Such information is provided by the Employer in good faith. The Employer accepts no liability whatever in respect of the accuracy of the information provided and the Contractor shall be deemed to have satisfied himself of the situation prevailing at the Treatment Plants prior to entering into the Contract.

3.4.1.05.2 OPERATION AND MAINTENANCE OF WATER SUPPLY SCHEMES

The work pertaining to the operation and maintenance of the Regional Water Supply Schemes included in this Contract includes:

- (a) Routine inspection and maintenance of the pipelines, valves and appurtenant works;
- (b) Repair work to the pipelines, valves and appurtenant works;
- (c) Emergency repairs to pipelines, valves and appurtenant works;
- (d) Operation of valves;
- (e) Monitoring of reservoir levels;
- (f) Recording of flows in the pipe network;
- (g) Maintenance and repair of access roads;
- (h) Procurement and storage of material

3.4.1.06 INFORMATION PERTAINING TO THE TREATMENT PLANTS

3.4.1.06.1 NSIKAZI NORTH AREA

3.4.1.06.2 Summary of the Main Elements of the Works

- (a) Main plant (36Ml/day) (new plant)
- (b) Four Water Package Plants of varying sizes (Manzini, Mshadza, Mganduzweni and Majika)
- (c) External pump stations
 - i. Sabie Raw Water Pump Stations
 - Sump
 - Five vertical high lift pumps (4 x KSB 160kW & 1 x APE 160kW)
 - Pipework and valves
 - Electrical and instrumentation installation (not operational)
 - Telemetry system
 - ii. Nyongane Booster Pump Station (Old)
 - Sump
 - Chlorination system
 - Four MRD10 Stage pumps
 - Pipework and valves
 - Electrical and instrumentation installation

- Telemetry System (not operational)
 - Two cottages available to the Contractor
 - Steel Tank (domestic supply to plant)
- iii. Nyongane Booster Pump Station (New)
- Steel tank (sump)
 - Three Suzler pumps (type HPL 54-30-30) horizontal multistage bare-shaft pump with Siemens 1 500 kW motors
 - Pipework and valves
 - Electrical instrumentation installation (VSD type)
 - Telemetry System
- iv. Swalala Pump Station
- v. Mganduzweni Pump Station
- vi. Majika Raw Water Pump Station

3.4.1.07 INFORMATION PERTAINING TO THE REGIONAL WATER SUPPLY SCHEMES

3.4.1.07.1 General description

Nsikazi North

The North Nsikazi Regional Water Supply Scheme, which draws water from the Sabie River is part of the later development phase and currently the raw water is only chlorinated and disinfected at the clean booster pump station at the purification works.

Other smaller schemes include water package plants of varying capacities that augment the current regional bulk water supply scheme. These package plants include Dwaleni (1.5 MI/day), Manzini (2 MI/day), Mganduzweni (1 MI/day), Majika (1.5 MI/day) and Mshadza (1.5 MI/day) all with raw and clear booster pump stations, pipework and valves excluding reservoirs which are forming part of the main Regional Water Supply Scheme.

3.4.1.07.2 Extent of the Network

The Nsikazi North schemes comprises the following:

- (a) Twenty Six reservoirs varying from a 5 MI dome roofed structure to a 320 kL flat roofs structure
- (b) A pipeline network of approximately 12km, varying in diameters and type from 450 mm steel pipelines to 75mm diameter uPVC. The network comprises pipelines from the bulk scheme to distribution networks within the settlements, including links and connections between components of the scheme, as well as appurtenant works such as valves, fittings, valve boxes and chambers, standpipes, pressure reducing chambers and the like.

3.4.1.07.3 Valves

The valves within the Nsikazi North Regional Water Scheme and which are to be operated under this Contract are numbered in groups labeled “NV1” to “NV25”. The number of valves in each group and the frequency of operation is indicated in the following table:

VALVE GROUP NO.	NUMBER OF VALVES IN GROUP	FREQUENCY OF OPERATION (Cycles per day)	CYCLES PER DAY
NV1	2	Daily	1
NV2	1	Daily	1

NV3	2	Daily	1
NV4	3	Daily	1
NV5	1	Daily	1
NV6	2	Daily	1
NV7	2	Daily	1
NV8	1	Daily	1
NV9	1	Daily	1
NV10	1	Daily	1
NV11	1	Daily	1
NV12	3	Daily	1
NV13	1	Daily	1
NV14	1	Daily	1
NV15	1	Daily	1
NV16	1	Daily	1
NV17	1	Daily	1
NV18	1	Daily	1
NV19	1	Daily	1
NV20	2	Daily	1
NV21	1	Daily	1
NV22	1	Daily	1
NV23	1	Daily	1
NV24	1	Daily	1
NV25	1	Daily	1

3.4.1.07.4

Reservoirs

- (a) The reservoir comprised in the North Nsikazi Regional Water Scheme and for which the levels are to be monitored are listed in the following table :

NUMBER	NAME	CAPACITY (m ³)	MONITORING FREQUENCY (per day)
1	Nyongane	1 240	1
2	Sand River	780	1
3	Numbi	5 100	1

4	Salubindza	620	1
5	Mahushu	1 170	1
6	Phola	1 020	1
7	Manzini	1 020	1
8	Swalala	1650	1
9	Mgcobaneni	580	1
10	Mganduzweni	1 520	1
11	Chweni	920	1
12	Phameni	320	1
13	Makoko	700	
14	Malekutu	1 820	1
15	Mjejane Steel Tank	140	1
16	Khumbula	450	1
17	Manyeveni	620	1
18	Jerusalem	400	1
19	Mganduzweni	400	1
20	Nyongane RDP	450	1
21	Nyongane RDP Steel Tank	400	1
22	Shabalala New	2 500	1
23	Mahushu New	3 000	1
24	Sand River/Majika New	1 800	1
25	Numbi B	1 820	1
26	Numbi Main	2 x 10 000	Future

- (b) Reservoirs indicated as "(Future)" will be included in the Contract only on the written instruction of the Employer's Representative during the course of the Contract. No warranty is given that any or all of such reservoirs will eventually be included in the Contract and the Contractor shall have no claim against the Employer should any such reservoirs not be included in the Contract.

3.4.1.07.5 Flow Meters

- (a) The flow meters within the Nsikazi North Regional Water Scheme and which are to be read and recorded for reporting under this Contract are numbered "N1" to "N39".

METER NO.	LOCATION	NUMBER OF METERS	FREQUENCY OF READING
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N1	Nyongane/Tsabalala	1	Daily
N2	Nyongane/Tsabalala	1	Daily
N3	Nyongane/Tsabalala	1	Daily
N4	Nyongane/Tsabalala	1	Daily
NS	Sandrivier	1	Daily
N6	Sandrivier	1	Daily
N7	Numbi	1	Daily
NB	Numbi	1	Daily
N9	Salubindza	1	Daily
N10	Salubindza	1	Daily
N11	Mahushu	1	Daily
N12	Mahushu	1	Daily
N13	Salubindza	1	Daily
N14	Salubindza	1	Daily
N15	Phola	1	Daily
N16	Salubindza	1	Daily
N17	Mancini	1	Daily
N18	Manzini	1	Daily
N19	Manzini	1	Daily
N20	Swalala	1	Daily
N21	Swalala	1	Daily
N22	Ngcobaneni	1	Daily
N23	Ngcobaneni	1	Daily
N24	Ngcobaneni/Chweni	1	Daily
N25	Mganduzweni	1	Daily
N26	Chweni	1	Daily
N27	Chweni	1	Daily
N28	Khumbula	1	Daily
N29	Ngcobaneni	1	Daily
N30	Ngcobaneni	1	Daily
N31	Phameni	1	Daily
N32	Phameni	1	Daily
N33	Makoko	1	Daily
N34	Makoko	1	Daily
N35	Malekutu	1	Daily

N36	Malekutu	1	Daily
N37	Mjejane	1	Daily
N38	Manzini	1	Daily
N39	Salubindza	1	Daily

3.4.1.08 SITE MEETINGS

A meeting between the Employer, or his Representative, the Contractor and the Engineer, or his Representative, will be held once per month at a time, date and venue determined by the Engineer/Employer's Representative to discuss all aspects of the operation and maintenance of the works.

The venue may be the Employer's office at Nelspruit or on a site, and no additional compensation will be given for travelling costs should the venue change from month to month. It is envisaged that the site meeting will normally be on a site indicated at the previous site meeting.

The site meetings will be under the chairmanship of the Employer Representative/Engineer or his Representative.

3.4.1.09 INFORMATION TO BE PROVIDED ON A MONTHLY BASIS

The Contractor will be required to submit monthly unless indicated otherwise, on the day and in the format prescribed by the Employer/Engineer or his Representative, the following information:

- (a) Process report including laboratory results.
- (b) All meter readings (flow, water balance, and electrical supply) – to be submitted daily
- (c) Maintenance report
- (d) Repair report and records
- (e) Price schedule of repairs required
- (f) Weather station report
- (g) Total cost of operation per works/pump station etc.
- (h) Unit costs of operation in c/m³ water produced/treated for all disciplines.
- (i) Monthly inspection reports on bulk pipelines
- (j) Reservoir levels – submitted daily
- (k) All disruptions and interruptions in water supply
- (l) Personnel schedules
- (m) Day works – following work day

3.4.1.10 SAFETY OF WORKMEN

In addition to the requirements of Subclause 4.3.2 of the Conditions of Contract:

- (a) The quality of the purified potable water shall, in all instances, conform to the recommended limits laid down in SABS 241 as amended.
- (b) All persons working, inspecting or supervising in places where they could fall into the water, shall be provided with life-jackets. Life-buoys and ropes shall be provided in close proximity of all water-retaining structures.
- (c) All workmen shall regularly be made aware of the importance of personal hygiene in order to prevent workmen from being infected at the works.
- (d) No workman is allowed to carry out any work for which he is not adequately trained and qualified, or for which there is no qualified supervision.
- (e) Work on any electrical or mechanical equipment shall only be carried by or under the direct supervision of qualified artisans.

3.4.1.11 QUALITY OF PURIFIED WATER

3.4.1.11.1 The quality of the purified potable water shall, in all instances, conform to the recommended limits laid down in SABS241 as amended.

3.4.1.11.2 If the Contractor envisages that it is not possible to achieve the specified standards, he shall indicate this to the Employer in writing at the commencement of the Contract, as well as the standards he is able to guarantee from the plant.

3.4.1.12 PROGRAMME

The Contract shall be executed in Two (2) Phases as described hereunder:

3.4.1.12.1 PHASE ONE

3.4.1.12.1.1 Commencement

- (a) Following the coming into force and effect of the Contract in terms of Subclause 4.1.1, the Contractor shall deliver to the Engineer or Employer's Representative, or less than THIRTY (30) calendar days written notice of the Contractor's readiness to commence with the execution of the Works comprised in Phase 1 of the Contract. Such written notice by the Contractor shall state the date on which he proposes to commence with the Works comprised in Phases 1 of the Contract; **Provided always** that the said date on which the Contractor proposes to commence with the Works comprised in Phase 1 of the Contract shall not be prior to the **30 June 2022 unless otherwise an alternative date is communicated to the Contractor by the Employer other than the envisaged date.**
- (b) Subsequent to the receipt by the Engineer or Employer's Representative of the Contractor's notice refers to in Subclause 3.4.12.1.1(a) above, the Engineer or Employer's Representative shall issue to the Contractor, a written instruction to commence with the execution of the Works comprised in Phase 1 of the Contract, specifying the date on which the Contractor shall so commence executing the Works.
- (c) Such date as specified by the Engineer or Employer's Representative shall be determined at the sole discretion of the Engineer or Employer's Representative; Provided always that such date shall not be a date prior to 1 February 2022, and further shall not be more than THIRTY (30) calendar days after the date as proposed by the Contractor in terms of Subclause 3.4.12.1.1(a).
- (d) The Contractor shall commence with the execution of the Works comprised in Phase 1 of the Contract on the date specified by the Engineer or Employer's Representative in terms of subclause 3.4.1.12.1.1(b)

3.4.1.12.2 Scope of the Works

The scope of the work, comprised in Phase 1 of the Contract for each "Part" of the Contract as described in Subclause 3.4.1.14.1 is as follows:

(a) Part 1 : The Operation and Maintenance of All Pump Stations & WTW's

- (i) Establishment of a site office in the Nsikazi North Area
- (ii) Training of the personnel transferred
- (iii) Minor refurbishment of all building comprising Part 1 (excluding supply of materials)
- (iv) Supply of chemicals for the Regional Water Supply Scheme comprised in Part 1
- (v) Routine inspections and all maintenance work at the Clear Water Pump Station and associated infrastructure (i.e switch gears etc)

(b) Part 2 : The Operation and Maintenance of the Regional Water Supply Schemes (excluding Part 1)

- (i) Provide personnel that shall be associated with the operation of valves and

monitoring of reservoirs levels in Part 2 of the Contract to the employ of the Contractor

- (ii) Training of the personnel transferred
- (iii) Operation of all valves comprised in Part 2
- (iii) Monitoring of and reporting on levels of all reservoirs comprised in Part 2
- (iv) Recording of and reporting of readings of all flow meters comprised in Part 2

3.4.1.12.3 PHASE TWO

3.4.1.12.3.1 Commencement

- (a) The Contractor shall deliver to the Engineer or Employer's Representative, not less than THIRTY (30) calendar day's written notice of the contractor's readiness to commence with the execution of the Works comprised in Phase 2 of the Contract. Such written notice by the contractor shall state the date on which he proposes to commence with the Works comprised in Phase 2 of the contract: **Provided always** that the said date on which the contractor proposes to commence with the Works comprised in Phase 2 of the contract shall not be prior to **30 June 2022 unless otherwise an alternative date is communicated to the Contractor by the Employer other than the envisaged date.**
- (b) Subsequent to the receipt by the Engineer or Employer's Representative of the Contractor's notice referred to in Subclause 3.4.1.12.3.1(a) above, the Engineer or Employer's Representative shall, subject to the provisions of the Subclause 3.4.1.12.3.1(c) below, issue to the contractor, w written instruction to commence with the execution of the Works comprised in Phase 2 of the contract, specifying the date on which the Contractor shall so commence executing the Works.
- (c) Such dates as specified by the Engineer or Employer's Representative shall be determined at the sole discretion of the Engineer or Employer's Representative ; Provided always that:
 - (i) The Engineer or Employer's Representative shall be empowered to withhold the issue of the said written instruction to the Contractor to commence with the execution of the Phase 2 works until such time as he is reasonable satisfied that the Contractor's proposed arrangements for the execution of the Phase 2 works are adequate to ensure the proper and efficient execution of the Phase 2 works as well as the ongoing proper and efficient execution of the Phase 1 works; and
 - (ii) Such date shall not be a date prior to 30 June 2022 unless otherwise an alternative date is communicated to the Contractor by the Employer other than the envisaged date.
- (d) The Contractor shall commence with the execution of the Works comprised in Phase 2 of the Contract on the date specified by the Engineer or Employer's Representative in terms of Subclause 3.4.1.12.3.1(b).

3.4.1.12.3.2 Scope of the Works

The scope of the Works comprised in Phase 2 of the Contract is all the works comprised in Phase 1, plus the following:

- (a) **Part 1 : The Operation and Maintenance of All pump stations and Water Package Plants in Nsikazi North area**
 - (i) Transfer of the personnel contingent associated with the Swalala, Mganduzweni, Majika and Chweni Pump Stations to the employ of the Contractor;
 - (ii) Transfer of the personnel contingent associated with the Manzini, Majika, Mganduzweni and Mshadza Water Packaged Treatment Plants, excluding FIVE process controllers, to the employ of the Contractor;
 - (iii) Training of the personnel transferred;
 - (iv) Routine inspections and all maintenance work at the Chweni Clear Booster Pump

Station, Majika Raw Water Pump Station, Mganduzweni Raw and Clear Pump Station and Swalala Clear Water Pump Station.

- (v) Supply of all materials (excluding chemicals) for maintenance and repair work;
- (vi) Supply of chemicals for all Water Packaged Treatment Plants comprised in Part 1

(b) Part 2 : the Operation and Maintenance of the Regional Water Supply Schemes (excluding Part 1) in Nsikazi North area

- (i) Supply of all materials (excluding chemicals) for maintenance and repair work

3.4.1.13 FUTURE EXTENSIONS TO AND UPGRADING OF THE WORKS

3.4.1.13.1 EMPLOYER'S RIGHTS

- 3.4.1.13.1.1 The Employer reserves all rights to upgrade, or add to, or extend or improve any portion or portions of the Works, as well as to construct new works (including a new treatment plan in North Nsikazi) at any time during the currency of this Contract.
- 3.4.1.13.1.2 In such a case, the Employer may undertake such works himself or arrange for any contractor of his choosing to execute such works, and the Contractor shall co-operate fully with the Employer and the Employer's contractors in facilitating the execution of such work by the Employer and/or his contractors.
- 3.4.1.13.1.3 Where the Employer so chooses, he may request the Contractor to submit additional rates and prices for the execution of any such proposed extensions, improvements or upgrading of the Works, and if the Contractor's rates and prices are accepted by the Employer, the Employer may instruct that such work be executed by the Contractor as additional work under this Contract.

3.4.1.13.2 CONTRACTOR TO OPERATE AND MAINTAIN

The Contractor shall, from the date of completion of any extensions, or upgrading or improvements of any part of the Works by the Employer, carry out all operation and maintenance of such improved, extended or improved Works as if they were included in the original Contract, provided always that where any such extensions, improvements or upgrading carried out by the Employer results in a difference in the costs of operating and maintaining the related Works, the matter shall be dealt with in accordance with the provisions of the General Conditions of Contract.

3.4.1.14 MEASUREMENTS AND PAYMENT

3.4.1.14.1 SUB-DIVISION OF WORK

- 3.4.1.14.1.1 For the purpose of measurement and payment, the work to be executed under this Contract has been sub-divided in two discrete Parts as follows:

(a) PART 1:

The operation and maintenance of all Pump stations and Water Treatment Plants in Nsikazi North Area).

(b) PART 2:

Operation and Maintenance of the Regional Water Supply Scheme (excluding Part 1) in the Nsikazi North Area;

and each Part is separately scheduled in the Schedule of Quantities.

- 3.4.1.14.1.2 The rates stated for the relevant payment items in each part of the Schedule of Quantities shall be deemed to be inclusive for the Contractor's obligations and various types of work to be executed for each respective Part and shall not be inter-dependent on the rates stated in respect of similar items for other Parts.

- 3.4.1.14.1.3 Only those items as are applicable, will be scheduled for each respective Part of the Schedule of Quantities. This absence of any specific item in any part of the Schedule of Quantities shall be deemed to imply that the work covered by the omitted item is either not required under that Part of the Contract or that is not specifically separately measured and paid for within that Part of the Contract and is deemed included within the other rates and prices stated by the Contractor in that Part of the Schedule of Quantities.
- 3.4.1.14.2 CONTRACT RATES**
- In computing the final Contract amount, payments shall be based only on actual quantities of authorized work done, or personnel provided or services rendered in accordance with the specifications. The stated rates shall apply, subject to the provisions of the Conditions of Contract, irrespective of whether the actual quantities are more or less than the scheduled quantities.
- 3.4.1.14.3 RATES TO BE INCLUSIVE**
- 3.4.1.14.3.1 The Contractor shall accept the payment provided in the contract and represented by the rates stated in the Schedule of Quantities, as payment in full for executing the work involved in the operation and maintenance as specified.
- 3.4.1.14.3.2 The stated rates shall, amongst other things, include procuring and furnishing all materials, labour, supervision, plant, tool, and equipment, wastage, transport, loading and off-loading handling, testing, quality and process control, overheads, and so on... which are not covered by specific payment items in the Schedule of Quantities.
- 3.4.1.14.4 PAYMENT ITEMS**
- 3.4.1.14.4.1 The descriptions under the payment items in the various sections of the specifications, which indicate the work to be done, services provided, etc. are for guidance of the Contractor and do not necessarily repeat all details of work and materials or services required by and described elsewhere in the Specifications.
- 3.4.1.14.4.2 These descriptions shall be read in conjunction with the relevant specifications, and the Contractor's price shall be inclusive, as specified in Sub-clause 3.4.1.14.3 above.
- 3.4.1.14.5 MATERIALS ON SITE**
- 3.4.1.14.5.1 In terms of the Conditions of Contract, payment for materials on site will be authorized only on submission of documentary proof that ownership of the materials is vested in the Contractor, either in the form of receipted invoices or in the form of a certificate to that effect from the supplier.
- 3.4.1.14.5.2 Unless otherwise stated in the Contract, the payment for material on site will be for 100% of the value of the material.
- 3.4.1.14.6 "RATE ONLY" ITEMS**
- Against any item in the Schedule of Quantities, where no quantity is given, but a "rate only" is required, the Contractor shall fill in a rate or price which will constitute payment for any work which may be done under this item. Such a "rate only" item is used where it is estimated that little or no work will be required under the item, or where the item is to be considered as an alternative for another item where a quantity is given.
- 3.4.1.14.7 CERTIFICATES OF PAYMENT**
- 3.4.1.14.7.1 A draft certificate of payment shall be submitted by the Contractor in terms of Clause 44 of the Conditions of Contract to the Engineer or Employer's Representative and shall be prepared in accordance with the standard payment certificate prescribed by the Engineer or Employer's Representative. Documentary proof of substantiating all claims for payment shall be attached to the certificate as may be required by the Engineer or Employer's Representative.
- 3.4.1.14.7.2 All costs resulting from the preparation and submission of the draft certificate shall be borne by

the Contractor.

- 3.4.1.14.7.3 All day-works must be approved on the following work day, and failure on the part of the contractor to submit day-works timeously will result in their non-payment.

3.4.1.14.8 CONTRACT PRICE ADJUSTMENT

The contract price adjustment is not applicable to this Contract.

3.4.1.15 APPLICABLE STANDARDISED SPECIFICATIONS

- 3.4.1.15.1 **Subject to the provisions of Sub-Clauses 3.4.1.14.2 and 3.4.1.14.3 hereunder, unless otherwise indicated or stated in the Specifications, all work shall be carried out in accordance with the following SABS 1200 Standardized Specifications:**

SABS 1200 A	:	General
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks
SABS 1200 DK	:	Gabions and pitching
SABS 1200 DM	:	Earthworks (roads subgrade)
SABS 1200 GA	:	Concrete (small works)
SABS 1200 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LE	:	Stormwater drainage
SABS 1200 M	:	Roads (general)
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MG	:	Bituminous surface treatment
SABS 1200 MH	:	Asphalt base and surfacing
SABS 1200 MJ	:	Segmented paving
SABS 1200 MK	:	Kerbing and channeling
SABS 1200 MM	:	Ancillary roadworks

- 3.4.1.15.2 Should there exist any conflict or contradiction between the contents of any part of the SABS 1200 Standardized Specifications and any part of the Specifications as bound in this document, then provisions and requirements of the latter shall take precedence and prevail upon the Contract.

- 3.4.1.15.3 For the purposes of this Contract, the various terms of all parts of the SABS 1200 Standardized Specification dealing with measurement and payment shall not be applicable and shall be deemed null and void.

SECTION C3.4.2.0: CONTRACTORS ESTABLISHMENT ON SITE

C3.4.2.1 SCOPE

This section covers all work and costs involved in establishing the contractor's organization, personnel and plant on site and the removal thereof after completion of the Contract.

C3.4.2.2 OFFICES

3.4.2.2.1 OFFICES FOR THE EMPLOYER'S REPRESENTATIVE

The Contractor shall provide suitable office accommodation for his management personnel.

3.4.2.2.2 OFFICES FOR THE CONTRACTOR

The contractor shall provide suitable office accommodation for his management personnel.

These offices shall not be situated at the site of any of the works that are included in this Contract and shall be generally situated with the Nsikazi area, at a location to be approved by the Employer's Representative.

3.4.2.3 WORKSHOP

There is no existing Workshop available to the Contractor.

3.4.2.4 STORES

3.4.2.4.1 OPERATION AND MAINTENANCE OF WATER PACKAGED TREATMENT PLANTS

The Contractor will be entitled to use the storage facilities as exist at the Treatment Plants, provided always that such stores shall only be used for the storage of items, materials, plant and equipment relating to the particular Treatment Plant concerned.

3.4.2.4.2 OPERATION AND MAINTENANCE OF REGIONAL WATER SUPPLY SCHEMES, ACCESS ROADS AND ALL OTHER WORK

The contractor shall provide and or maintain the storage facilities described in Sub-clauses 3.4.2.4.1 and 3.4.2.4.2 for the purposes of storing sufficient materials as to enable him to timeously discharge his contractual obligations in respect of the operation and maintenance of the Regional Water Supply Schemes, access roads and all other work.

3.4.2.4.2.1 North Nsikazi

- (a) An existing store facility adjacent to the clean water pump station in North Nsikazi will be available free of charge to the Contractor for the duration of the Contract.
- (b) The Contractor shall operate and maintain this store for the duration of the Contract and shall, at his own cost, provide such additional facilities as he may require, including any additional fencing and security measures as he may deem necessary.

C3.4.2.5 ACCOMMODATION OF PERSONNEL

- (a) Two (2) dwelling houses exist on the Site of the Nyongane Booster Pump Station "Old" and "New". These two dwelling houses are available free of charge (including lights and water) to the Contractor for the accommodation of this personnel, employed on the treatment works only, for the duration of the Contract. The Contractor shall arrange for the accommodation of his personnel employed for repair/maintenance work.
- (b) All four (4) Water Package Plants have accommodation at each respective site for the accommodation of his personnel, employed on the treatment works only for the duration of the Contract.
- (c) The Contractor shall not overpopulate these dwellings should he choose to make use of them, and shall ensure that his personnel, who may occupy them, conduct themselves in a proper and respectable manner at all times.
- (d) The Contractor shall be responsible for maintenance and repair of the dwelling houses, irrespective of whether these are occupied by his personnel or otherwise and will be paid

therefore under the relevant payment items in the Schedule of Quantities, save and except where the cause of the damage to be repaired was occasioned by the acts, neglects or omissions of the Contractor's personnel occupying the dwelling houses.

- (e) Other than those personnel occupying the dwelling houses referred to in sub clause 3.4.2.5 (a), no personnel of the Contractor may be accommodated on the site of the Nyongane Booster Pump Station and the four water package plants referred to in sub clause 3.4.1.06.2 (b) and 3.4.2.5 (b). All other laborers, personnel and guards shall be housed elsewhere as specified in Section 3.4.1.2 of these specifications.

C3.4.2.6 SECURITY

The Contractor shall at his own cost, provide all watchmen and other security measures as he may deem necessary for the safeguarding of his offices, stores and other facilities.

C3.4.2.7 MANAGEMENT SYSTEMS AND PROCEDURES

- 3.4.2.7.1 The Contractor shall, at the time of submitting his written notices, submit in detail to the Employer's Representative for his approval and comment, the management systems and procedures that he intends to implement at the respective works for effective control. Any changes proposed by the Employer's Representative shall be implemented by the Contractor without any additional costs to the Employer.

- 3.4.2.7.2 The approved management systems and procedures will be implemented at the works and will be strictly adhered to during the course of the Contract. Should any changes be required to the management systems and procedures during the course of the Contract, such changes will be discussed and agreed between the Employer, the Employer's Representative and the Contractor. The implementation of such changes will be at no extra cost to the Employer.

C3.4.2.7 COMMUNICATIONS

The management, operational and maintenance personnel shall be contactable on a 24-hour basis at all the treatment plants as well as at all pump station sites. The Contractor shall provide and operate an approved communication system for the duration of the Contract, which system shall, without limiting the Contractor's aforesaid obligation to maintain a 24-hour communication system, include:

Telephones at the main site offices in North Nsikazi and Package Plants: -The Contractor shall make his own applications to and arrangements with Telkom.

The installation of a plain paper fax is required at least at one of the main site offices.

Water Treatment Plants, Pump Stations and Maintenance crews: - Telephone, cellular telephone or radio communication (as appropriate) shall be provided by the Contractor.

The provision of an IBM compatible Pentium computer. The software required shall include word processing, spreadsheet and database capabilities and be compatible with that of the Employer and Employer's Representative. The system will also be required to have electronic data transfer capabilities, i.e., e-mail, for the full duration of the Contract. The Contractor shall ensure that all necessary license agreements are complied with.

C3.4.2.8 NAMEBOARDS

- 3.4.2.8.1 The Contractor shall provide and erect the number of name-boards indicated in the Schedule of Quantities with the size, paint-work, decoration and particulars according to the particulars shown in Figure 1 of the drawings. The description of the project and the names and titles of the Employer, Employer's Representative and Contractor, which have to be painted on the name-board, shall be as directed or as shown on the drawings.

3.4.2.8.2 The name-board shall be made from tempered hardboard at least 12 mm thick. The back of the board shall be appropriately braced to prevent warping and shall be attached to two firmly planted poles.

3.4.2.8.3 All paint utilised on the name-board shall comply with the applicable requirements and the colours shall be consistent with the applicable SABS 1091 colours,

3.4.2.8.4 The name-boards shall be erected at the positions as prescribed by the Employer's Representative.

C3.4.2.9 ASSET REGISTER

3.4.2.9.1 The Contractor shall, at the commencement of each applicable Phase, establish accurate Assets Registers, itemising all assets that exist at each of the respective Treatment Plants and Pump Stations. The registers shall include the details of all components, pumps, items of mechanical and electrical equipment (including model and serial numbers and other relevant data where applicable), structures, buildings and fittings.

3.4.2.9.2 The format and style of the Assets Registers shall be as directed by the Employer's Representative and the Contractor shall, before commencing with the establishment of these, consult with the Employer's Representative so as to ensure that acceptable formats and styles are achieved.

3.4.2.9.3 The Contractor shall maintain the Assets Registers fully up to date so as to reflect the prevailing current state of affairs at all times.

3.4.2.9.4 The Assets Registers shall be open for inspection by the Employer's Representative at the respective sites whenever reasonably required by the Employer's Representative.

C3.4.2.10 MEASUREMENT AND PAYMENT

3.4.2.10.1 BASIC PRINCIPLES

3.4.2.10.1.1 The Contractor's establishment costs will be measured and paid separately under each Part of the Schedule of Quantities.

3.4.2.10.1.2 Should the Contractor fail to provide any or part of the services or facilities for any period, the payments under any particular Time Related item, the specified rate for the item concerned will be subject to a reduction pro-rata to the period for which the service or facility or part thereof was not provided. In calculating such deduction, the number of days in a month shall be taken as THIRTY (30) irrespective of the actual number of days in the month.

3.4.2.10.2 SCHEDULED PAYMENT ITEMS

3.4.2.10.2.1 Fixed Charge Items

(a) Sub-items:

- | | |
|--------------------------------|-------|
| 1. Establishment of facilities | Month |
| 2. Communication facilities: | |
| a) Telephone | Month |

b) Fax	Month
c) Radio communications	Month
d) Computer	Month
3. Storage facilities	Month
4. Name boards	Number
5. Removal of facilities on completion of Contract	Month

(b) Conditions of Measurement and Payment

- (i) All amounts specified under Item 11.01 shall represent the fixed part of the Contractor's establishment on site (i.e, that part which is substantially fixed and not function of the time of the Contract. No allowance for profits shall be made under this sub-item as profits are considered to be time-related. This sub-item shall not be subject to any variation if the actual value of the Contract exceeds or falls short of the specified amount.
- (ii) The unit of measurement for Sub-item 11.02.01 shall be the Lump Sum.
- (iii) Payment of the Lump Sum specified under Sub-item 11.01.01 shall collectively include full compensation to the Contractor for *inter-alia*, the following:
 - Effecting the insurances and providing the guarantees and indemnities required; Establishing the Assets Registers;
 - All site and head office overheads, profit, finance costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary and general nature which are not specifically measured for payment under any other items of payment.
 - All additional staff and labour required and costs incurred by the
 - Contractor to evaluate the plants and to make the necessary adjustments to optimize the performance of the plants in accordance with his method of operation at the beginning of the Contract.
 - All costs whatsoever incurred by the Contractor to evaluate any staff presently operating the plants or any other operators or laborers he wishes to employ at the plants or elsewhere under this Contract and generally complying with the requirements of the Contract pertaining to the engagement of personnel.

all to the extent that such items and costs are not specifically included in or measured for payment under any other items listed in the Schedule of Quantities.

- (iv) The value of the Lump Sum specified under Sub-item 11.01.01 may not exceed 20% of the aggregate value specified under Sub-item 11.02.01.
- (v) Payment of lump sum specified under Sub-Item 11.01.01 will be made in the first payment certificate after the contractor has met all obligations under this section and started to operate the works.
- (vi) The unit of measurement for Sub-item 11.01.02 shall be the Lump Sum and the specified Lump Sums shall be in full and final payment to the Contractor for establishing the respective communications systems required in terms of the Contract, including telephone, fax and radio communications. The specified Lump Sums shall include *inter-alia*, for provision of all equipment required. Payment will

be made in the first certificate following on the commencement of the effective operation of the communications systems to the satisfaction of the Employer's Representative.

- (vii) The unit of measurement for Item 11.01.03 shall be the Lump Sum and the specified Lump Sum shall be in full and final payment to the Contractor for providing or erecting the relevant storage facilities as required in terms of the Contract and indicated in the respective Parts of the Schedule of Quantities.
- (viii) The unit of measurement for Item 11.01.04 shall be the number of Name boards provided and erected by the Contractor in accordance with the requirements of the Contract. The specified rate shall be fully inclusive for the supply of one Name board complete with all lettering and text, as well as all framework, supports and all labour, transport and all other costs involved in providing and erecting the Name boards.
- (ix) The unit of measurement for Sub-item 11.01.05 shall be the Lump Sum and the specified Lump Sum shall be fully inclusive for the removal, on completion of the Contract, of all the Contractor's establishment items and the leaving of the Site in a neat and tidy condition to the satisfaction of the Employer's Representative. In case of the termination of the Contract by the Employer due to default of the Contractor for whatever reason, no payment will be made under this item.

3.4.2.10.2.2 **Time related charges**

(a) Sub-items:

- | | |
|---|-------|
| 1. General | Month |
| 2. Communication facilities: | |
| a) Telephone | Month |
| b) Fax | Month |
| c) Radio communications | Month |
| d) Computer | Month |
| 3. Storage facilities | Month |
| 4. Name boards | Month |
| 5. Provision of contact person (s) on a 24-hour basis | Month |

(b) Conditions of Measurement and Payment

- (i) All amounts specified under Sub-item 11.01.02 shall represent that part of the Contractor's establishment on site that is substantially related to the time required for completion of the Contract. The unit of measurement shall be the number of months for which the Contractor provides, operates or maintains the services or facilities to which the item relates, mutatis mutandis in accordance with the provisions of Sub-clause 1111.02.01
- (ii) Payment will be made monthly in arrears for the services/facilities provided by the Contractor in the previous month.
- (iii) In the event that this Contract is terminated before the completion of the Contract for whatsoever reason, payment under Item 11.02 will be terminated forthwith on the date of termination of the Contract or the date on which the Contractor ceased operating and maintaining the facilities, which is the earlier, on a pro-rata basis for the month, taking number of days in the month as THIRTY (30), irrespective of the actual number of days in the particular month concerned.

C3.4.1.2	PERSONNEL
3.4.1.2.1	SCOPE
3.4.1.2.2	GENERAL
3.4.1.2.3	EMPLOYMENT OF PERSONNEL
3.4.1.2.4	PERSONNEL REQUIREMENTS
3.4.1.2.5	ACCOMMODATION OF PERSONNEL
3.4.1.2.6	TRAINING OF PERSONNEL
3.4.1.2.7	MEDICAL EXAMINATION OF PERSONNEL
3.4.1.2.8	MEASUREMENT AND PAYMENT

3.4.1.2.1 SCOPE

This section covers aspects concerning the personnel required at the works.

3.4.1.2.2 GENERAL

- 3.4.1.2.2.1 The Contractor shall provide all personnel required for the effective operation of the works, external pump stations, etc.
- 3.4.1.2.2.2 The Contractor shall provide all personnel required for the security of the works, etc.
- 3.4.1.2.2.3 The Contractor shall allow in his rates for routine visits by senior head office personnel who will also be required to attend the monthly site meeting.
- 3.4.1.2.2.4 The Contractor shall ensure that adequate lines of communication and resources are available to maintain contact with/and respond to problems raised by community representatives at each area served by the works.

3.4.1.2.3 EMPLOYMENT OF PERSONNEL

3.4.1.2.3.1 EXISTING PERSONNEL

- 3.4.1.2.3.1.1 Save and except only for those personnel declining to do so, the Contractor shall, on the commencement of work or on such other date as the Employer's Representative shall advise in writing, take into his employ, all personnel who were, immediately prior to the commencement of the work, employed by the Employer's Contractor, on the operation, maintenance, management and repairs of the various Works included in this Contract.
- 3.4.1.2.3.1.2 The Contractor who have been operating, maintaining, managing and repairing the works prior to this Contract are Mpfumelelo Business Enterprise appointed on emergency basis since 1 June 2018.
- 3.4.1.2.3.1.3 The various personnel currently in the employ of the Contractor engaged on the operation, maintenance, management and repairs of the Works, which are the subject of this Contract, and their respective existing remuneration packages, are reflected in Tables 12-1 and 12.2 included in this Section of the Specifications. The Employer has made all reasonable efforts to ensure that such information is accurate. Notwithstanding, neither the Employer nor the Employer's Representative accept any liability of whatever nature arising from any inaccuracy in the information provided, and

the Contractor shall have no claim against the Employer or Employer's Representative for any damages suffered in consequence of inaccuracies in such information provided in the Contract.

- 3.4.1.2.3.1.4 The Contractor shall be solely responsible for verifying with the respective employers of the personnel, the accuracy of the data presented in Tables 12-1 and 12-2.

3.4.1.2.3.2 TERMS AND CONDITIONS OF EMPLOYMENT

- 3.4.1.2.3.2.1 Save only for the exception of Sub-clause 3.4.1.2.3.1.1 the Contractor shall initially engage all such workers and personnel referred to in Sub-clause 3.4.1.2.3.1 on terms and conditions of employment, remuneration and benefits which are not less favourable to the workers and personnel so engaged, than those to which they were entitled in terms of their employment contracts with their previous employer immediately prior to the Commencement Date of this Contract.
- 3.4.1.2.3.2.2 Further to the provisions of Sub-clause 3.4.1.2.3.1.3, the Contractor shall recognise all such Trade Unions as were recognised immediately prior to the Commencement Date by the employers of the workers engaged by the Contractor in terms of Sub-clause 3.4.1.2.3.1 and shall adhere to all agreements and undertakings between the respective Trade Unions and the employers of the said personnel as existed immediately prior to the Commencement Date of this Contract.
- 3.4.1.2.3.2.3 There is no Trade Union representation of the workers in the employ of the current temporary operator of the scheme.
- 3.4.1.2.3.2.4 Subsequent to the fulfilment by the Contractor of his obligations in terms of Sub-clauses 3.4.1.2.3.2.1, and 3.4.1.2.3.2.2, adjustments, revisions and amendments to the terms and conditions of the employment of personnel, dismissals, retrenchments, the engagement of further personnel, Trade Union recognition, negotiation and agreements and all other personnel employment related matters shall, subject to the provisions of the Conditions of Contract and Sub-clause 3.4.1.2.3.2.4, be the Contractor's sole responsibility, at his discretion and at his own cost.
- 3.4.1.2.3.2.5 When any personnel (other than those referred to in Sub-clause 3.4.1.2.3.1) are engaged or employed on the Works by the Contractor, preference shall be given to citizens and permanent residents of Nsikazi, before any other persons are recruited for the Works.

3.4.1.2.3.3 DATA TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide the Employer's Representative with a summary, in such a form and at such intervals as the Employer's Representative shall direct, of the organisational structure of the Contractor's operation of the plants and other works, reflecting the details of all personnel engaged thereon, and their remuneration packages.

3.4.1.2.4 PERSONNEL REQUIREMENT

3.4.1.2.4.1 GRADES OF THE TREATMENT PLANTS

The grading of the plants in accordance with the National Water Act (Act No 36 of 1998) and the Water Services Act (Act No. 108 of 1997) as relevant, is as follows:

Nyongane "old" water treatment plant	: Not Classified
Hoxane "new" WTW	: Class A/B
Packaged Water Treatment Works (All Four)	: Not Classified

3.4.1.2.4.2 PERSONNEL REQUIREMENTS AT THE TREATMENT PLANTS

- 3.4.1.2.4.2.1 The Contractor shall, with regard to the category of plant, operator class, number of personnel and the like, at all times provide the minimum personnel requirements at the respective plants listed in 1204.02.01, as determined in accordance with the National Water Act (Act No 36 of 1998) and the Water Services Act (Act No. 108 of 1997), as relevant, or prescribed in any other applicable regulations.
- 3.4.1.2.4.2.2 If additional personnel are required due to an increase in the demand for water or an increase in the quantity of sewage to be treated, the additional personnel shall be provided at the rates specified in the Schedule of Quantities. A period of thirty (30) days, calculated from the date of the Employer's Representative's instruction in this regard, will be allowed for the provision of additional personnel
- 3.4.1.2.4.2.3 All personnel shall be graded in accordance with the requirements of the National Water Act (Act No 36 of 1998) and the Water Services Act (Act No. 108 of 1997) as relevant, and the Contractor shall provide proof of the qualifications and grading of the supervisors and operators, if required by the Employer's Representative.
- 3.4.1.2.4.2.4 All labour shall be effectively supervised to achieve maximum efficiency of the operations performed and the provision of any temporary labour on site shall be to the approval of the Employer's Representative.
- 3.4.1.2.4.2.5 The Contractor shall appoint the most senior operator on each plant as the full-time manager of the plant. This appointment shall be approved by the Employer's Representative (approval will not be unreasonably withheld, but may be withdrawn by the Employer's Representative after giving thirty (30) days' notice). The manager may be absent from the works for any period longer than three days only if a deputy, who has been approved by the Employer's Representative in writing, has taken over his function. All leave taken by the manager thus has to be approved by the Employer's Representative. The qualifications and grading of the manager shall be in line with the requirements of the National Water Act (Act No 36 of 1998) and the Water Services Act (Act No. 108 of 1997) as relevant, and as specified above. If only one operator is provided, he will automatically be the manager of the plant.
- 3.4.1.2.4.2.6 Notwithstanding the above requirements, the plant manager at the Hoxane "new" water treatment plant shall be classified as a Class V operator in accordance with the Regulations of the National Water Act (Act No 36 of 1998) and the Water Services Act (Act No. 108 of 1997) as relevant. The Contractor shall provide proof of the qualifications and experience of the proposed manager to the Employer's Representative before the manager is appointed.
- 3.4.1.2.4.2.7 The Employer's Representative may subject the plant operators (managers) and the person performing the weekly inspections to a written and/or oral examination prior to the approval of these persons in the relevant posts. The examination will cover the extent of the processes invoices at the works. The Employer's Representative will select an external examiner, who will be wither a professor/lecturer of a university or technical college, member of the Educational Council of Water Institute of Southern Africa, or a recognised operating in the field of treatment of water.
- 3.4.1.2.4.2.8 Should any of the persons being examined fail the examination, a second examination will be arranged at the cost of the Contractor within two (2) weeks after the Contractor has been notified of the result of the first examination. Should any of the persons fail the second examination, which will comprise of an oral and a written examination, the person will not be accepted in the position proposed by the Contractor. The Contractor shall then propose another person in the relevant position. The Contractor may only apply for the re-examination of a person who has failed the second examination, after submitting proof that the person has successfully completed formal studies at a recognized educational institution such as university, university of technology tor technical college, after failing the second examination.
- 3.4.1.2.4.2.9 The Employer's Representative has the right to instruct the Contractor to remove any labourer or other member of this personnel from the site due to incompetence or misconduct. Such person shall be removed immediately and shall be replaces as soon as possible but always within thirty (30) days

after the instruction to remove the person has been issued by the Employer's Representative. A person who has been removed from any site of works at the instruction of the Employer's Representatives shall not be re-appointed on any of the plants being operated by the Contractor in the Nsikazi District without the written permission of the Employer's Representative.

3.4.1.2.5 ACCOMMODATION OF PERSONNEL

- 3.4.1.2.5.1 Except as provided in Clause 1105, no staff of the Contractor shall be accommodated on the site of the works. All housing for personnel of the Contractor shall be found elsewhere by the Contractor.
- 3.4.1.2.5.2 Suitable transport for personnel to and from the site of the works shall be provided by the Contractor.
- 3.4.1.2.5.3 If required by the Employer's Representative, labour returns shall be supplied with every certificate to substantiate the claim for payment.

3.4.1.2.6 TRAINING OF PERSONNEL

3.4.1.2.6.1 WORK COMPETENCE

- 3.4.1.2.6.1.1 The Contractor shall provide training programmes for personnel on a regular basis. These training programmes shall ensure inter-alia that personnel are aware of and competent in the work they are doing and shall place a strong emphasis on safety and personal hygiene in order to reduce the risk of accidents and any possible spread of disease.
- 3.4.1.2.6.2 Preference shall be given to the Contractor's employees who are permanent residents of Nsikazi, in attending the training programmes.
- 3.4.1.2.6.3 The Contractor shall submit full details and a delivery schedule to the Employer's Representative of all training programmes which he intends to implement during the course of the Contract and shall obtain the Employer's Representative's approval thereof (which approval shall not be unreasonably withheld) before proceeding with the delivery of such training programmes.
- 3.4.1.2.6.4 The Contractor shall submit to the Employer's Representative, at such intervals as the Employer's Representative may direct, full details of all training programmes proposed and delivered, including the details of the workers trained and their progress on the training.
- 3.4.1.2.6.5 The Contractor's costs in complying with the provisions of this Sub-Clause 3.4.1.2.8.1.3 shall be deemed to be included in his specified rates and prices and no separate payment will be made therefor.

3.4.1.2.6.2 SKILLS EDUCATION

- 3.4.1.2.6.2.1 The Contractor shall, at regular intervals throughout the duration of the Contract, implement a Basic Adult Education programme, as well as skills training for personnel engaged on the operation and maintenance of the Treatment Plants.
- 3.4.1.2.6.2.2 The Contractor shall, within twenty-one days of the acceptance of his tender, submit to the Employer's Representative, his written proposals setting out the details of the Skills and Basic Adult Education training programme which he proposes to implement.
- 3.4.1.2.6.2.3 All training programmes implemented in terms of this Sub-clause, together with the costs thereof, shall be subject to the Employer's Representative's approval in writing prior to their implementation.

3.4.1.2.7 MEDICAL EXAMINATION OF PERSONNEL

- 3.4.1.2.7.1 The Contractor shall arrange that all his personnel engaged on the Contract Works are medically examined by a registered Medical Practitioner at six (6) monthly intervals. The Contractor shall provide the Employer's Representative with his proposed programme for the examination of his personnel and when required, proof that they have been examined.

- 3.4.1.2.7.2 Where reasonably required by the Employer or the Employer's Representative, the results of all such medical examinations shall be made available to such parties.
- 3.4.1.2.7.3 The costs of the medical examinations shall be deemed to be included in the specified rates for the provision of the personnel.

3.4.1.2.8 MEASUREMENT AND PAYMENT

3.4.1.2.8.1 SCHEDULED PAYMENT ITEMS

3.4.1.2.8.1.1 Provision of operators on site:

(a)	<u>Sub-items:</u>	<u>Unit</u>
.01	(Indicate class of operator)	hrs
.02	Etc for other classes of operators	hrs

(b) Measurement and Payment Conditions

- (i) The unit of measurement shall be the "operator-month" which shall be the product of:
 - the number of each particular class of operator actually provided on the site and dedicated to work on the particular Part of the Contract for the full month concerned, and
 - the number of months for which the operators are actually provided.
- (ii) The Contractor shall enter in the "Quantity" column of the Schedule of Quantities, the numbers of "operator-months" for each respective class of operator, which he undertakes to provide full time on the site in order to comply with his contractual obligations to achieve effluent/outflow in accordance with the standards specified in the Contract, on the basis of normal operating conditions at the treatment plants.
- (iii) The specified rates shall be fully inclusive of all costs associated with the provision of each class of operator for a full month, including, 'interracial, accommodation, salary, transport, bonuses, pension, medical aid, fringe benefits, leave, etc. The respective specified rates shall be the only payment for the provision of each of the various classes of full-time operators on site for the month.
- (iv) If an operator is absent from site for any reason whatsoever, payment will be reduced pro-rata by the actual period for which the operator was absent. The amount by which the monthly rate will be reduced will be calculated on the daily rate, which will be the monthly rate determined as specified above for the class of operator, divided by 30, irrespective of the actual number of days in the particular month concerned.
- (v) Where the provision of operators in excess of the levels specified in Sub-Clause 1204.02.01 is required by the Employer's Representative due to prevailing abnormal operating conditions, measurement and payment shall be in terms of Sub-Clause 1208.01.03.

3.4.1.2.8.1.2 Provision of labourers on site:

(a)	<u>Sub-items:</u>	<u>Unit</u>
.1	(Description of personnel)	hrs
.2	Etc for other personnel descriptions	

(b) Measurement and Payment Conditions

- (i) The unit of measurement shall be the hours, or man-month, or man day (as relevant) for the various classes of operators and personnel actually on site. Separate sub-items will be scheduled for each different category of additional personnel:
- (ii) Payment under this item shall only be effected on the specific instruction of the Employer's Representative to the Contractor to increase the personnel complement due to an unforeseen increase in the quantity of water being treated or extension to the plants.
- (iii) The specified rates shall be fully inclusive of all costs associated with the provision of each class of operator or personnel such as recruiting costs, accommodation, salary, transport, bonuses, pension, medical aid, fringe benefits, leave, etc. The respective specified rates shall be the only payment for the provision of each of the various classes of full-time operators on site.
- (iv) If an operator or personnel is absent from site for any reason whatsoever, payment will be reduced pro-rata by the actual period for which the operator was absent. The amount by which the monthly rate will be reduced will be calculated on the daily rate, which will be the monthly rate determined as specified above for the class of operator, divided by 30, irrespective of the actual number of days in the particular month concerned.

3.4.1.2.8.1.3 Training of Personnel

(a)	<u>Sub-items:</u>	<u>Unit</u>
.1	Training of personnel:	
	(a) Basic adult education	per annum
	(b) Skills training	per annum
.2	Contractor's mark-up	Percentage

(b) Measurement and Payment Conditions

- (i) The unit of measurement for sub-item 3.4.1.2.8.1.3 shall be the Provisional Sum:
- (ii) The Contractor shall enter shall be reimbursed the percentage mark-up as tendered for of the actual proven costs as shall be certified by the Employer's Representative as having been incurred by the Contractor, in delivering the training programs in accordance with Sub-Claus 3.4.1.2.8.1.3.
- (iii) The unit of measurement for sub-item 3.4.1.2.8.1.3 shall be the percentage, as specified by the Contractor, of the amount certified by the Employer's Representative and paid to Contractor under sub-item 3.4.1.2.8.1.3.2. The percentage as specified by the Contractor shall be in full and final compensation to the Contractor for all his overheads costs, profit, mark-up and other costs not included in payment sunder Sub-item 3.4.1.2.8.1.3, related to the training of personnel in terms of Sub-Clause 3.4.1.2.8.1.3.2.

C3.4.1.3 LABORATORY

3.4.1.3.1 SCOPE

3.4.1.3.2 TESTING REQUIRED AT THE TREATMENT WORKS

3.4.1.3.3 LABORATORY FACILITIES AVAILABLE AT THE TREATMENT WORKS

3.4.1.3.4 MEASUREMENT AND PAYMENT

3.4.1.3.1 SCOPE

This section covers all aspects concerning the laboratory services required at the works and all test that have to be carried out.

3.4.1.3.2 TESTING REQUIRED AT THE TREATMENT WORKS

The test are described hereunder, shall be carried out at the frequencies indicated. The contractor shall provide the Employer's Representative with written reports on these tests every month, and if required, to the Employer at the intervals required by the Employer.

3.4.1.3.2.1 WATER TREATMENT PLANTS

3.4.1.3.2.1.1 The type of test and the testing frequencies required at the various Treatment plants are listed in the following table:

TEST	SAMPLE	FREQUENTLY
pH	Raw and purified	Daily
Colour	Raw and purified	Daily
Turbidity	Raw and purified	Daily
Residual chlorine	Purified	Daily
Hardness	Raw and purified	Daily
Alkalinity	Raw and purified	Daily
Calcium	Raw and purified	Daily
Magnesium	Raw and purified	Daily
Sulphate	Raw and purified	Weekly
Chloride	Raw and purified	Weekly
Iron	Raw and purified	Daily
Manganese	Raw and purified	Daily
Electric Conductivity	Raw and purified	Daily
Faecal coliforms	Raw and purified	Weekly
Total coliforms	Raw and purified	Weekly
Cryptosporidium	Raw and purified	Weekly

3.4.1.3.2.1.2 It is important to note that the types and the frequently of taking tests for the control of the process and dosing rates are not specified to the water treatment plants. The types and frequency of taking tests are to be determined by the Contractor. The costs for these tests will be deemed to be included in the time-related charges specified in the section 3.4.2.10.2.2 of the Schedule of Quantities.

3.4.1.3.2.1.3 Should the Employer's Representative prove that the process is not operated optimally, due to the fact that inadequate control testing is done by the Contractor, he may instruct the Contractor to perform additional control test and frequencies by the Employer's Representative, at no extra cost to the Employer.

3.4.1.3.3 LABORATORY FACILITIES AVAILABLE AT THE TREATMENT WORKS

No laboratory facilities are presently available at the Treatment Plants and the Contractor shall supply all equipment required for performing the specified tests as well as for the tests required for control purposes.

3.4.1.3.3.1 MEASUREMENT AN PAYMENTS

3.4.1.3.3.2 SCHEDULED PAYMENT ITEMS

3.4.1.3.3.2.1 Performance of, and reporting on testing as specified for:

- | (a) | <u>Sub-Items</u> | <u>Unit</u> |
|-----|--|-------------|
| | .1 Name of works | month |
| | .2 (etc. for other works) | month |
| (b) | Measurement and Payment Condition | |
| | (i) The unit of measurement shall be the month. | |
| | (ii) The specified rates shall include all costs associated with the performance of all the tests specified for the particular Treatment Plant including, but not limited to the cost of chemicals and equipment required for the performance of the tests, laboratory technicians and assistants, labour, transport of the samples (if required) and duplicate tests to prove the accuracy of the reported results. | |
| | (iii) Separate sub-items will be scheduled for each particular Treatment Plant where tests are required. | |

No payment whatever will be made for the month if any single analysis is not performed as specified.

C3.4.1.4 OPERATION AND MAINTENANCE SERVICES AT TREATMENT PLANTS AND PUMP STATIONS

C3.4.1.4.1 SCOPE

C3.4.1.4.2 EQUIPMENT ON SITE

C3.4.1.4.3 ROUTINE INSPECTION AND MAINTENANCE

C3.4.1.4.4 GENERAL REPAIRS

C3.4.1.4.5 EMEGENCY REPAIRS

C3.4.1.4.6 WEATHER STATION

C3.4.1.4.7 DEFECTS LIABILITY PERIOD

C3.4.1.4.8 MEASUREMENT AND PAYMENT

C3.4.1.4.1 SCOPE

This Section covers the maintenance services required from the Contractor at the Treatment works.

C3.4.1.4.2 EQUIPMENT ON SITE

- C3.4.1.4.2.1 The at the Treatment Plants and Pump stations is summarized in Clause 1006 of Section 1000 of the Specifications. This data is given in good faith. the Contractor shall satisfy himself that the data is complete and shall make necessary adjustments if he disagrees with that provided in Clause 1006. Such adjustments made by the Contractor shall be confirmed and must be approved by the Employer's Representative in writing before the submission and closure of the tenders.
- C3.4.1.4.2.2 The contractor shall compile an up-to-date inventory of all equipment on site. This inventory, which shall be kept up to date, shall indicate the name of the equipment, name and address of the supplier and manufacturer, the serial number records of maintenance, records of breakdowns and all other information that might necessary regarding the performance of the equipment. The inventory shall at all times be available at the works and shall be produced to the Employer's Representative on request. Nobody (including the Employer and the Employer's Representative) may remove the inventory from the works for any period longer than one (1) day. The inventory may only be given to persons authorised in writing by the Employer's Representative and then only after signing for receipts of the inventory.
- C3.4.1.4.2.3 The Contractor shall provide his own tools and equipment required for performing all maintenance task as specified or as may be required under specific circumstances. No equipment or tools will be made available by the Employer.

C3.4.1.4.3 ROUTINE INSPECTION AND MAINTANANCE

- C3.4.1.4.3.1 Routine maintenance will be regarded as all routine tasks normally undertaken and required by the manufacturer of the equipment to ensure that equipment remains operational. This includes inter alia oil changes, the packing of glands and the replacing of parts at the intervals prescribed by the manufacturer of the equipment, as these are all prescribed by the manufacturer of the equipment , they are quantified.
- C3.4.1.4.3.2 The schedule of the routine maintenance tasks which was submitted by the Contractor shall be used as a basis to define the scope of the routine maintenance, shall include not less than the tasks listed in Table 14-1.
- In addition, where the manufacture's specifications exceed the requirements listed in Table 14-1, the manufactures specifications will be applicable to the said schedules.
- The contractor shall indicate in the schedules, the minimum frequency with which he proposes to undertake the said maintenance.
- C3.4.1.4.3.3 All maintenance done on the equipment shall be updated on the inventory as and when completed. Precise details of the maintenance performed shall be given in the inventory, including the date on which the services were performed and the name and signature of the supervisor in charge of the maintenance team who performed the services.
- C3.4.1.4.3.4 The maintenance of the building's structures and the terrain of the various plants will also form part of the routine maintenance required to be done by the contractor.
- C3.4.1.4.3.5 The routine maintenance shall include, but shall not be limited to the cost of the cleaning the building and keeping them in a neat and tidy condition, regular dusting, washing of windows, the immediate replacement of broken window panes and light bulbs, making good and keeping intact all paint work in the buildings, etc.
- C3.4.1.4.3.6 The routine maintenance of the civil structures at the plants shall include, but shall not be limited to the cost of cleaning the structures and keeping them in tidy condition, repairs of a minor nature such as the repair of paint work, corrosion protection, etc.
- C3.4.1.4.3.7 The routine maintenance of the sites shall include, but shall not be limited to the cost of bi-monthly mowing of the lawns, watering of the lawns, weeding of the terrain, maintenance of paved areas,

cutting the edges of lawns, fencing, signs, etc so that the sites will always present a neat and well - cared-for appearance.

C3.4.1.4.4 GENERAL REPAIRS

C3.4.1.4.4.1 DEFINITION

General repairs are regarded as all repairs of equipment breakdowns that do not create an emergency situation because standby equipment is available

C3.4.1.4.4.2 CONTRACTORS OBLIGATIONS

- C3.4.1.4.4.2.1 The Contractor shall promptly advise the Employer's Representative of the occurrence of all breakdowns and shall assist the Employer's Representative in determining the cause of any breakdown of equipment and shall keep exact records of all breakdowns in the inventory of the equipment as described above.
- C3.4.1.4.4.2.2 The Contractor shall, without undue delay, provide the Employer's Representative with written quotations for the repairs as specified by the Employer's Representative, and upon receipt of the Employer's Representative's written instructions to be proceed with the executions of the repair, shall commence there within in accordance with the Employer's Representative's instructions.
- C3.4.1.4.4.2.3 If more than one agent is reasonably available to affect any repairs, more than one written quotation, to the maximum of three quotations, shall be obtained and submitted the Employer's Representative for approval.
- C3.4.1.4.4.2.4 All quotations submitted by the Contractor shall be complete and shall include for, but shall not be limited to the cost of the labour, artisans, spare parts, consumables, lubricants, transport, travel and accommodation and all other costs required to effect the repairs when instructed by the Employer's Representative.

C3.4.1.4.5 EMERGENCY REPAIRS

C3.4.1.4.5.1 DEFINITION

Emergency repairs are regarded as urgent repairs required as a result of a breakdown of the equipment for which no standby capacity is available and which directly influence the ability of the process to produce water quality and quantity that complies with the specified standards.

C3.4.1.4.5.2 CONTRACTORS OBLIGATIONS

- C3.4.1.4.5.2.1 In the event that any emergency repairs is required in the opinion of the Contractor, he shall contact the Employer's Representative immediately to obtain permission to carry out the required emergency repairs.
- C3.4.1.4.5.2.2 Subject to the approval of the Employer's Representative, all emergency repair work shall commence within FOUR (4) hours of the breakdown unless physically impracticable, continue uninterrupted on a 24-hour basis until complete.
- C3.4.1.4.5.2.3 If the permission is not granted for whatsoever reason, the Contractor will be relieved of his obligation to produce water quality and quantity which complies with the specified standards if he can prove to the Employer's Representative that an experienced Contractor could not have achieved the specified standards under the prevailing conditions.

C3.4.1.4.6 WEATHER STATION

The weather station at Nyongane Site shall be operated by the contractor. Daily records, summarized on a monthly basis, shall be issued to the Employer's Representative in the prescribed formats.

C3.4.1.4.7 DEFECTS LIABILITY PERIODS

- C3.4.1.4.7.1 All maintenance and repairs performed by the contractor shall be the subject to a defect Liability period of 12 months in terms of Clause 7.8 of the Conditions of Contract.
- C3.4.1.4.7.2 The defects Liability Period may not be applicable to certain temporary repairs undertaken by the contractor on condition that the contractor submits a report to the Employer's Representative on the repairs done indicating the for the Temporary nature of the repairs. This report should reach the Employer's Representative not later than seven (7) days after the repairs have been affected.

C3.4.1.4.8 MEASUREMENT AND PAYMENT ITEMS

C3.4.1.4.8.1 BASIC PRICIPLES

For the purposes of measurement and payment, normal working hours shall be from 07:00 to 17:00 on Mondays to Fridays. After hours shall be deemed to be all hours outside the normal working hours, during week-ends and on statutory holidays.

C3.4.1.4.2 SCHEDULED PAYMENT ITEMS

C3.4.1.4.2.1 Routine inspection and maintenance of

<u>(a) ITEM</u>	<u>UNIT</u>
------------------------	--------------------

01 (Description of equipment)	Month
-------------------------------	-------

02. Etc. For other items	Month
--------------------------	-------

(a) Measurement and Payment Conditions

- (i) The unit of measurement shall be the month for which the item of equipment is inspected and maintained.
- (ii) The specified rate shall allow for all routine inspection and maintenance to be performed for the duration of the Contract as specified by the supplier of the equipment and described by the Contractor in his tender, the provision of suitably qualified personnel to perform and supervise the maintenance, all labour, transport, oil, grease, packing's and items that are to be replaced during the Contract, as detailed in the schedule submitted with the tender.
- (iii) Payment will be discontinued immediately if the inventory is not kept up to date or if any of the manufacturer's prescribed maintenance actions are not carried out correctly or are not carried out at all. The Contractor will have no claim for payment under this item until such time that the required maintenance works have been undertaken and the inventory have been updated.

C3.4.1.4.2.2 ITEM NO 14.02: General Repairs and Maintenance as required by the Employer's Representative

<u>(a) Sub-Items</u>	<u>Unit</u>
-----------------------------	--------------------

Cost of general repairs and maintenance	Provisional Sum
	(Prov. Sum)

(b) Measurement and Payment Conditions

- i) Payment to the contractor in substitution of the Provisional Sum allowed by the Employer's Representative under Sub-item 14.02.01 for each of general repair and maintenance work the equipment at the Treatment Plants in terms of Clause 1403 will be aggregate of:
 - The amount of the quotation submitted by the Contractor and accepted by the Employer's Representative in terms of Sub-clause 1404.02.03; and

- The cost of all materials, spare and parts provided or supplied by the Contractor which was not included in the quotation, valued *mutatis mutandis* with the provision of Clause 36 and 39 of the Conditions of Contract.

Payment under item (a) shall be in full and final compensation to the Contractor and no additional allowance will be payment to the Contractor under this Items.

C3.4.1.4.2.3 Emergency Repair Work

a) Sub – items

UNIT

01 Extension of Emergency Repair work	Provisional Sum (Pro Sum)
02 Supply and delivery of emergency	Prime Cost Sum (P C sum)
03 Contractor's charges on prime cost sum	Percent (%)

(b) Measurement And Payment Conditions

- (i) The Contractor shall be reimbursed in substitution of the Provisional Sum under Sub-items 3.4.1.6.8.1.2 for the cost of personnel and constructional plant utilised in emergency repair work in accordance with the provision of the Day-work Schedule.
- (ii) The contractor will be reimbursed for travelling in emergency call out only if he can justify to the Employer's Representative the need for each trip for which payment is claimed. In particular it must be shown that the travelling was required and not a necessity as a result of negligence on the part of the Contractor.
- (iii) Payment for provision of emergency spares will be made in accordance with the Clause 6.5.2 of the Conditions of Contract.
- (iv) The specified percentage shall include all costs incurred by the contractor, but shall not be limited to the supply and delivery of all spares, transport to site and shall also allow for all profit and over heads in accordance with Clause 40 of the Conditions of Contract.

C3.4.1.4.2.4 ROUTINE MAINTENANCE OF BUILDINGS

a) Item

Unit

Routine maintenance of buildings	month
----------------------------------	-------

b) Measurement and payment conditions

- (i) The unit of measure shall be the month.
- (ii) The specified rate shall include, but shall not be limited to the cost of all labour, personnel, materials, consumable and all costs whatsoever for the maintenance of the buildings at the various plants as specified.
- (iii) Payment will be in monthly instalments which will be discontinued if the Employer's Representative, at his discretion, is of the opinion that the buildings have not been maintained properly, in which case the Contractor will have no claim for payment under this item until such time that the maintenance of the buildings is in accordance with the specifications.

C3.4.1.4.2.5 Routine maintenance of the sites

- | (a) <u>Item</u> | <u>Unit</u> |
|----------------------------------|--------------------|
| Routine maintenance of the sites | month |
- (b) Measurement and Payment Conditions
- (i) The unit of measurement shall be the month.
- (ii) The specified rate shall include, but shall not be limited to the cost of all labour, personnel, materials, equipment, consumables and all other costs whatsoever arising from the maintenance of the sites of the various plants as specified.
- (iii) Payment will be in monthly instalments which will be discontinued if the Employer's Representative, at his discretion, is of the opinion that the sites of the plants have not been maintained properly, in which case the Contractor will have no claim for payment under this item until such time that the maintenance of the sites has been carried out in accordance with the specifications.

C3.4.1.4.2.6 Minor refurbishment to buildings

- | (a) <u>Item</u> | <u>Unit</u> |
|--|---|
| Description of refurbishment work to be done | cubic metre, square metre, metre, number or Prov. Sum |
- (b) Measurement and Payment Conditions
- (i) The unit of measure shall be the number, linear metre, square metre or cubic metre as applicable to each item.
- (ii) The specified rate shall include full compensation for supply of all the required materials, fabrication, mixing, loading, transporting to the site, offloading, erection, application, installation and all other labour and sundry work required to complete the work to the Employer's Representative's approval.
- (iii) Where the unit of measurement is scheduled as a Provisional Sum, the measurement and payment shall be in accordance with the provisions of Clause 6.6 read together with Clause 6.4 of the Conditions of Contract.

TABLE 14-1 MINIMUM ROUTINE MAINTENANCE REQUIREMENTS

NO	ITEM	TASKS
1	Automatic valves	Check for oil leaks and rectify, if necessary, check and clean electrical components, check automatic and manual operation, check limits and resets, check all bolts and nuts, check all holding down bolts, check oil and fill, change oil, grease all points, check for corrosion and rectify.
2	Sluices- spindle type	Check for corrosion and rectify, grease all points and spindle, check all bolts and nuts, check if closes and rectify.
3	Pipelines	Check for corrosion and rectify, check all bolts and nuts and rectify, check all leaks, clean pipes and fittings, clean manhole, meter chambers

4	Chlorinator and injector	Check for gas leaks and rectify, check for water leaks and rectify, check for corrosion and rectify, check and clean valves (shut off, change over and inlet), clean graduated tube, check all pipes and clamps and rectify if necessary), check and clean the nozzle and diffuser, check and clean the non- return valve seat, check preheater, check and clean inline strainers and replaces, check pressure meter, check extraction fan
5	Valves	Check if Valves closes, if not clean, internal, check glands and replace if necessary, clean spindle, grease check for corrosion and rectify, operate all valves by opening and closing.
6	Buildings	Clean Buildings, dusting wash windows, replacement of broken window panes, replacement of bulbs, check paint work and making good and keeping intact valves by opening and closing.
7	Chemical dosing pumps	Change gear oil – every 3000hrs, replace dosing diaphragm, clean suction and pressure valves, check “o” rings and replace if necessary, flushing of pump and pipes, check for noise and vibration, records hours readings at pumps.
8	Rotary Blowers	Check oil level and fill up, change oil every 3000 hrs, clean blower, clean filters, replace filters, check safety valve and rectify if necessary, check belt tension and adjust, check for corrosion and rectify if necessary, check all bolts and nuts and rectify if necessary, check all holding down bolts and rectify if necessary, check all point, check pressure meters and record, check bearing temperature and record, blower readings, check for noise and vibration, check for oil leaks, check oil level and fill, if necessary, check V-Belt cover (guard), check pulleys.
9	Dry feeders-lime and aluminium sulphate	Lubricate bearings, check tension of driving belts and adjust check operation of vibrator, check for corrosion and rectify, check all bolts and nuts and rectify if necessary, check scraper mechanism and rectify, if necessary, check turntable and rectify if necessary, clean feeder and motor, check for noises and vibrations, clean dissolving bowl, flush all pipes and valves, check dryness of chemicals.
10	Electrical panels (MCC)	Check cables, check fuses and replace, if necessary, check all lamps (lamp test) and test and replace, if necessary, check panel wiring and for hot connections and rectify test volts between phases, check isolation and rectify check all meter (volts, amp and hour),check emergency stop buttons, check circuit breakers, timers, relays and overloads, check overload settings and records, clean ferrules, check lock mechanism and lubricate, check busbar connections and feeder cables and rectify, check all cables glands and rectify if necessary.
11	All vertical pumps	Check all pump protections – Level control, no flow switches etc, check pressure at pump suction and discharge and record, check stuffing boxes gland flush water if applicable, grease all points, check and record temperature of bearing, check mechanical seal if applicable, check oil, level and foil leaks, seal if applicable, check oil level and of oil leaks, check holding down bolts and rectify if necessary, check for noise and vibration, check switch settings-overloads, no of pumps on duty and on standby change oil and “wear checks” – submission, check

		glands and replace glands and replace glands, if necessary, check all bolts and nuts and rectify if necessary
13	All single stage pumps	Check noise and vibration, check pressure pump at pump suction and discharge record, check stuffing boxes, check that cooling water runs away stuffing box (Cooled stuffing), greasing all bearing, check and record temperature of bearing check and record temperature of bearings, check and record temperature of bearing check mechanical seal if applicable, change oil as per manufacturer specification, check corrosion and rectify if necessary, for any stage leaks, record amp and hour readings at pumps, check switch setting (overloads), clean pumps and motors, check and test all protections (no flow, wear plates, levels control, etc) No pumps on duty and standby replace and gland packing, wear check – submission of oil sample for analysis, check for oil and water leaks
14	Terrain	
15	All single stage pumps	Clean area, mowing of laws, watering of lawns, weeding of terrain, maintenance of paved area trimming of edges of lawns.
16	structures	Check for noise and vibration, check pressure at pump suction, check stuffing boxes if applicable, check that cooling water runs away from stuffing box if applicable, check and record temperature of bearing pumps, check and tighten mechanical glands and replace, if necessary (if applicable), check mechanical seal if applicable, check automatic level control, check switch setting, no pumps on duty, no of pumps on standby, wear check – Submission of oil sumps for analysis, check for oil leaks and water leak. Clean all structures, check for cracks and joints.

C3.4.1.5 SUPPLY OF CHEMICALS (SECTION 1500)

C3.4.1.5.1 SCOPE

C3.4.1.5.2 SUPPLY OF CHEMICALS

C3.4.1.5.3 MEASUREMENT AND PAYMENT

C3.4.1.5.1 SCOPE

This section covers the supply of the chemicals for the purification of the water

C3.4.1.5.2 SUPPLY OF CHEMICALS

- C3.4.1.5.2.1 The Contractor shall at all times responsible for the supply of chemicals that are required for the purifications of the water at the plants.
- C3.4.1.5.2.2 The Employer, however, reserves the right to supply the chemicals to the Contractor, in which case the Contractor will not receive payment for the supply of chemicals.
- C3.4.1.5.2.3 The Contractor shall determine the optimum dosing rates and the type of chemicals to be used at intervals not exceeding 6 (six) months and shall report on these tests to the Employer's

Representative. The cost for these tests shall be included in the establishment charges specified for under Section 100 of these Specifications.

C3.4.1.5.2.4 The Contractor shall order all the materials timeously and shall maintain adequate stock levels as to enable him to discharge his contractual obligations at all times. All chemicals shall be stored and handled by the Contractor strictly in accordance with all prevailing legislation and regulations, and the Contractor shall be responsible for the quality and all losses, contamination and degradation of chemical as may occur.

C3.4.1.5.2.5 The Contractor shall test the quality of the chemicals supplied to determine whether the chemicals conform to the specifications quoted by the supplier if required to do so by the Employer's Representative. Payment for these tests will be made under the provisions for additional testing required by the Employer's Representative.

C3.4.1.5.2.6 The Contractor shall be fully responsible for the safe storage of all chemicals purchase and for the efficient use thereof. The Contractor shall forward to the Employer's Representative, at such intervals as the Employer's Representative may require, a written reconciliation statement of all chemicals purchased, stored and utilised. Should any shortfall occur between the chemicals purchased, utilised and in stock (due allowance being made for normal operational wastage), the Contractor shall forthwith make up any such shortfall at his own cost.

C3.4.1.5.3 MEASUREMENT AND PAYMENT

C3.4.1.5.3.1 SCHEDULED PAYMENT ITEMS

C3.4.1.5.3.2 Supply, storage and delivery of chemicals

- | <u>1. Sub-items</u> | <u>Unit</u> |
|---|--------------|
| (a) Chlorine granules | per 25kg |
| (b) Chlorine (gas): | |
| I. Tonne Cylinders (925kg Cylinders) | ton |
| II. 78kg Cylinders | per 78kg |
| (c) Drinking water chlorine tablets (10kg x 10 per box) | per box |
| (d) Lime | per 25kg |
| (e) Sodium Hypochloride | ton |
| (f) Flocculent | ton |
| (g) Soda Ash | per 25kg |
| (h) DPD Tablets | per 10kg box |
2. Measurement and Payment Conditions
- i. The unit of measurement for Sub-item 1 shall be the unit of measurement as specified.
 - ii. The specified rate shall include full compensation for the procurement and delivery of each particular chemical to the applicable treatment plant. No additional costs for transportation will be considered.

The Contractor shall include the cost of all chlorine cylinder rentals in the rates specified for sub item 1 (b) and (c).

C3.4.1.6	OPERATION AND MAINTENANCE OF REGIONAL WATER SUPPLY SCHEMES (SECTION 1600)
C3.4.1.6.1	SCOPE
C3.4.1.6.2	INSPECTION, MAINTENANCE AND REPAIR WORK ON PIPELINES
C3.4.1.6.3	MONITORING RESERVOIR LEVELS
C3.4.1.6.4	FLOW RECORDS
C3.4.1.6.5	MAINTENANCE AND REPAIR OF ACCESS ROADS
C3.4.1.6.6	NEW CONSTRUCTION WORKS
C3.4.1.6.7	STORAGE OF MATERIALS
C3.4.1.6.8	MEASUREMENT AND PAYMENT

C3.4.1.6.1 SCOPE

This section covers the operation and maintenance work to be done by the Contractor in respect of the Regional Water Supply Scheme and applies to all components of the schemes situated outside the physical boundaries of the respective Treatment Plants and Pump station.

C3.4.1.6.2 INSPECTION, MAINTENANCE AND REPAIR WORK PIPELINES

3.4.1.6.2.1 ROUTINE INSPECTION AND MAINTENANCE

The Contractor shall inspect each component of the water supply scheme on a monthly basis and execute the necessary routine maintenance work including;

- Cleaning of sieves of control valves;
- Examination and testing of gate valves greasing;
- Repair leaking taps;
- Tightening of nuts and bolts;
- Other routine maintenance work as necessary;
- Scouring of pipelines;
- Testing of air valves;
- Touch up paintwork

The contractor shall report to the engineer on the condition of components and the extent of repairs necessary (if any).

3.4.1.6.2.2 ROUTINE REPAIR WORK

- 3.4.1.6.2.2.1 The Engineer will determine the scope and extent of repair work to be done by the Contractor. This will be determined from reports on the conditions of the various components of the networks, to be compiled and forwarded to him by the Contractor in terms of Clause 1602.01.

- 3.4.1.6.2.2.2 The Engineer shall, in consultation with the Contractor, determine the period to be allowed to the Contractor for the execution of such repair work as decided upon by the Engineer.
- 3.4.1.6.2.2.3 Should the Contractor fail to:
- (a) commence with the work within the period specified in Sub-clause 1602.02.03; or
 - (b) Continue with the execution of the work in accordance with Sub-Clause 1603.02.03; or
 - (c) complete the work within the period allowed by the Engineer in terms of Sub-clause 1602.02.02

then the Employer shall be entitled to forthwith carry out or complete such work himself or have such work carried out by any other contractor of the Employer's choosing and the provisions of Sub-clause 7.9.1 of the Conditions of Contract shall apply *mutatis mutandis*.

C3.4.1.6 EMERGENCY REPAIRS

- 3.4.1.6.1 The Contractor shall be available on a twenty-four hour a day basis, seven days of the week, to undertake emergency repairs, such as the repair of a burst pipeline or any other problems which may adversely affect the supply of water to consumers, and for this purpose the Contractor shall nominate person who shall be contactable at all times.
- 3.4.1.6.2 The Contractor shall commence with the execution of such emergency repair work within FOUR (4) hours of receipt of an instruction to do so and shall continue with the emergency repair work in an uninterrupted manner until the repair has been completed.

Should the contractor fail to:

- (a) commence with the work within the period specified in Sub-clause 3.4.1.6.2; or
- (b) continue with the execution of the work in an uninterrupted manner;

then the Employer shall be entitled to forthwith carry out or complete such work himself or have such work carried out by any other contractor of the Employer's choosing and the provisions of Sub-clause 8.2 of the Conditions of Contract shall apply *mutatis mutandis*.

C3.4.1.7 OPERATIONS OF VALVES

The Contractor shall, on a daily basis, operate all valves in the Regional Water Supply Schemes in order to achieve the supply of water to all Consumers in accordance with the Valve Operating Procedure as provided by the Employer's Representative and as may be amended by the Employer's Representative from time to time.

The current Valve Operating Procedure is bound in this document. Those Valve Groups not listed in the Valve Operating Procedure, are currently not being operated and will be included in this Contract only on the written instruction of the Employer.

The Contractor shall further, operate all valves so as to facilitate execution of all maintenance and repair work necessary.

C3.4.1.6.3 MONITORING RESERVOIR LEVELS

The Contractor shall monitor and accurately record all reservoir levels on a daily basis at such times of the day as the Employer's Representative shall direct. Such records shall be available for inspection by the Employer's

Representative on demand, and where required by the Employer's Representative, the Contractor shall forward to the Engineer, copies of the records at such format and at such intervals as the Engineer shall direct.

C3.4.1.6.4 FLOW RECORDS

3.4.1.6.4.1 RECORDS TO BE MAINTAINED

- 3.4.1.6.4.1.1 The Contractor shall read all flow meters in the Regional Water Schemes on a daily basis at such times of the day as are instructed by the Employer's Representative and maintain records of all flow meter readings.
- 3.4.1.6.4.1.2 A detailed summary of the routine monitoring records shall be available on demand for inspection by the Employer's Representative and must be provided by the Contractor to the Employer's Representative on a weekly basis, indicating the water balance for the whole system.

C3.4.1.6.5 MAINTENANCE AND REPAIR OF ACCESS ROADS

3.4.1.6.5.1 GENERAL DESCRIPTION

- 3.4.1.6.5.1.1 There are various gravel roads providing access to reservoirs, water tanks and boreholes associated with the regional Water Supply Schemes, totalling approximately 14 050 m in length. These roads are listed on the table below:

ROAD DESCRIPTION	APPROXIMATE LENGTH
1. Sabie Raw Water Pump Station Access Road	1 100 m
2. Nyongane Reservoir Access Road	1 000 m
3. Shabalala New Reservoir Access Road	750 m
4. Majika Raw Water Pump Station Access Road	1 500 m
5. Mshadza Package Plant Access Road	200 m
6. Numbi Reservoir Road	1 500 m
7. Legogote Reservoir Access Road	2 050 m
8. Jerusalem Borehole No. 1 Road	400 m
9. Jerusalem Borehole No. 8 Road	800 m
10. Mganduzweni Borehole No 1 Road	2 000 m
11. Mganduzweni Borehole No 2 Road	800 m
12. Mgcobaneni Reservoir Access Road	1 800 m
13. Makoko Reservoir Access Road	150 m
TOTAL LENGTH	14 050 m

- 3.4.1.6.5.1.2 The roads vary in width from approximately 3 m to 5 m, with little or no provision for storm water drainage.
- 3.4.1.6.5.1.3 Most of the roads have not been formally constructed to specific standards, but have been opened up by motor grader, or have originated from motor tracks through the veld. The result is that the levels of most of the roads are below the adjacent ground levels, resulting in poor serviceability, particularly in inclement weather conditions.

3.4.1.6.5.2 WORK TO BE EXECUTED

- 3.4.1.6.5.2.1 The Contractor will be required to carry out the following maintenance and repair work items on these as well as on any other roads as instructed by the Employer or His representative:
- (a) Blading of the roads at a frequency of once per month, or as otherwise instructed by the Employer;
 - (b) Reconstruction of sections of existing access roads;

- (c) Repairs to existing stormwater drainage measures, including cleaning and clearing;
- (d) Filling of potholes.

3.4.1.6.5.2.2 All work shall be executed as and when instructed by the Employer's Agent and in accordance with his instructions.

3.4.1.6.5.2.3 Unless otherwise instructed by the Employer's Agent, all work shall be executed in accordance with the respective parts of the SABS 1200 Standardised Specifications applicable to the type of work executed.

C3.4.1.6.6 NEW CONSTRUCTION WORKS

3.4.1.6.6.1 The Contractor will, from time to time and when so instructed by the Employer or his Agent, be required to undertake the construction of limited new pipe work, reticulation works and appurtenant work.

3.4.1.6.6.2 Where instructed by the Employer or his Agent, the Contractor will be required to undertake the construction of limited sections of new access roads.

3.4.1.6.6.3 Unless otherwise instructed by the Employer or his Agent, all work shall be executed in accordance with the respective parts of the SABS 1200 Standardised Specification applicable to the type of work executed, as amended in these Specifications.

C3.4.1.6.7 STORAGE OF MATERIALS

3.4.1.6.7.1 The Contractor shall at all times maintain on the Site, an adequate stock of all materials which may reasonably be anticipated as being necessary to enable the Contractor to timeously fulfil his contractual obligations regarding repair work, and emergency repair work in particular.

3.4.1.6.7.2 A list of materials, which are likely to be required for emergency repair work, shall be compiled by the Employer or his Agent in consultation with the Contractor.

3.4.1.6.7.3 The Contractor shall be responsible for the control and safekeeping of all materials stored and shall advise the Employer or his Agent timeously when additional material are required so as not to delay emergency repairs.

C3.4.1.6.8 MEASUREMENT AND PAYMENT

3.4.1.6.8.1 BASIC PRINCIPLES

3.4.1.6.8.1.1 Maintenance Work

- (a) Routine Inspection and Maintenance
- (b) Routine Repair Work
- (c) Emergency Repair Work

3.4.1.6.8.1.2 Operation of Valves

For the operation of valves in accordance with Clause C3.4.1.7, the Contractor will be paid at the rates specified in accordance with the provisions of Sub-Clause 3.4.1.6.8.1.2.

3.4.1.6.8.1.3 Monitoring of Reservoir Levels

For the monitoring and recording of reservoir levels in accordance with Clause C3.4.1.6.3, the Contractor will be paid at the rates specified in accordance with the provisions of Sub-clause 3.4.1.6.8.1.2.

3.4.1.6.8.1.4 Flow Records

For the monitoring of pipe flows and the recording of flow meter readings in accordance with Clause C3.4.1.6.4, the Contractor will be paid at the rates specified in accordance with the provisions of Sub-clause 3.4.1.6.8.1.2.

3.4.1.6.8.1.5 Maintenance and Repair of Access Roads

- (a) The Contractor will be paid for blading the roads in accordance with the Employer's or his Agent's instructions, at the rates listed in the Daywork Schedule.
- (b) The Contractor shall be paid for travelling of the motor grader to and from the sites at the rate specified under sub-item No 3.4.1.6.5.1.1.
- (c) In respect of all other maintenance and repair work to access roads the Contractor will be paid on a Daywork basis at the rates listed in the Daywork Schedule.

3.4.1.6.8.1.6 New Construction Works

- (a) Such new work shall be executed at the rates and prices stated by the Contractor for the respective types of work for the items listed in the Section C3.4.1.6.6 of the Schedule of Quantities, and no additional Preliminary and General allowance will be payable.
- (b) Where rates for the applicable type of Work are not state in the Schedule of Quantities, the Works shall be valued in accordance with provisions of Clause 6.4 of the Conditions of Contract.

3.4.1.6.8.1.7 Storage of Materials

The Contractor will be paid for the provision and maintenance of the storage facilities referred to in Clause C3.4.1.6.7 under Section 3.4.1.6.8.1.2.03 of these specifications.

C3.4.1.6.8.2 SCHEDULED PAYMENT ITEMS

3.4.1.6.8.2.01 Item No. 3.4.1.6.8.1.1(a) : Routine Maintenance and Inspection

- | | | |
|-----|------------------------------------|-------------|
| (a) | <u>Item</u> | <u>Unit</u> |
| | Routine inspection and maintenance | month |
-
- (b) Measurement and Payment Conditions
 - (i) The unit of measurement shall be the month
 - (ii) The specified rate shall be fully inclusive for all materials, labour, transport, supervision and all things necessary for the routine inspection and maintenance in accordance with the provisions of Clause 3.4.1.6.8.1.2.
 - (iii) Payment will be in monthly instalments which will be discontinued if the Employer or his Agent, at their discretion, is of the opinion that the pipelines have not been inspected and maintained properly, in which case the Contractor will have no claim for payment under this item until such time that the maintenance of the pipelines is in accordance with the specifications.

3.4.1.6.8.2.01 Item No. 3.4.1.6.8.1.1(b) : Routine and Emergency Repair Work

(a)	<u>Sub-item :</u>	<u>Unit</u>
.01	Labour (indicate class of labour)	hrs
.02	Plant (indicate type of plant)	month
.03	Purchase of materials	
	(a) uPVC pipes – class 9 (state pipe diameter)	metre (m)
	(b) Steel pipes – thickness in mm (state pipe diameter)	metre (m)
	(c) Couplings (state diameter and type of coupling)	number (No)
	(d) Valves (state diameter and valve type)	number (No)

(b) Measurement and Payment

(i) The unit of measurement for the above sub-items (3.4.1.6.8.1.2 (a)) shall be as follows:

(a) Sub-items .01 and .02 shall be hours actually spent working on routine and emergency repair work, as authorised and approved in writing by the Employer or his Agent. The rate shall cover all costs and incidentals, such as minor plant, fuel, etc, required for the normal functioning/operation of each item listed.

(b) Sub-items .03(a) and (b) shall be the full length of pipe laid, no deduction being made for specials and valves. Separate items will be listed for the various diameters, type and class of pipe. The rate shall cover the cost of the provision of the pipe complete with couplings and the costs of handling, inspecting, transporting, bedding, laying, jointing, cutting and testing of the pipes and joints.

(c) Sub-items .03(c) and (d) shall be the number of each item, class, type and size to be specified. The rate shall include full compensation for the provision of each coupling or valve, and the cost of handling, fixing, and bedding and testing of the item.

No extra payment will be made in respect of additional cutting, turning and jointing of pipes required for the location of valves.

3.4.1.6.8.2.01 Item No. 3.4.1.6.8.1.1(c) : Emergency Repair Work (flood damage, etc) repair of leaks due to illegal connections, repair of access roads

(a)	<u>Item</u>	<u>Unit</u>
.01	Miscellaneous Maintenance and Repair Work	Provisional Sum (Prov Sum)

Payment to the Contractor in substitution of the Provisional Sum allowed by the Employer for miscellaneous maintenance and repair works to leaks, premature pump failures, switch-gears and vandalism of infrastructure in accordance with Clause 6.4 of the General Conditions of Contract.

C3.4.1.1 Standard Specifications

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

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

SABS 1200 A:	General (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (Pipe Trenches) (1989)
SABS 1200 DK:	Gabions and pitching (1996)
SABS 1200 DM:	Earthworks (Roads, Subgrades) (1981)
SABS 1200 G:	Concrete (Structural) (1982)
SABS 1200 GA:	Concrete (Small Works) (1982)
SABS 1200 GB:	Concrete ordinary buildings (1984)
SABS 1200 HA:	Structural Steelworks sundry items (1990)
SABS 1200 L:	Medium-Pressure Pipelines (1983)
SABS 1200 LB:	Bedding (Pipes) (1983)
SABS 1200 LC:	Cable Ducts (1981)
SABS 1200 LD:	Sewer (1982)
SABS 1200 LE:	Stormwater drainage
SABS 1200 M:	Roads (general)
SABS 1200 ME:	Subbase
SABS 1200 MF:	Base
SABS 1200 MG:	Bituminous surface treatment
SABS 1200 MH:	Asphalt base and surfacing
SABS 1200 MFL:	Base (Light pavement structures) (1996)
SABS 1200 MJ:	Segmented paving (1984)
SABS 1200 MK:	Kerbing and channelling (1983)
SABS 1200 MM:	Ancillary roadworks

Variations and additions to the various SABS 1200 Standardized Specifications are given in C.3.4.1.4 of the Project Specifications

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

SANS 10396:2003 : Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002) : Targeted Construction Procurement

SANS 1921-1 (2004) : Construction and Management Requirements for Works Contracts

Part 1: General Employer's Representative and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004) : Construction and Management Requirements for Works Contracts;
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
SANS 10298 (2004) : Indirect small to medium-sized gas chlorination systems for the disinfection of water.

Other documents:

General Conditions of Contract 2015 Obtainable from the South African Institute of Civil Engineers (SAICE).

C3.4.1.2 National and International Standards

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

C3.4.1.3 Particular Specifications

Not applicable.

C3.4.1.4 Variations and Additions to the SABS 1200 Standardised Specifications in Section 1700 of the Specifications

Should there exist a conflict or contradiction between the contents of any part of the SABS 1200 Standardised Specifications and any part of the Specification as bound in this document, then the provisions and requirements of the latter shall take precedence and prevail upon the Contract.

C3.4.1.5 Amendments to the SABS 1200 Standardized Specifications

For the purpose of this Contract, the various terms of all parts of the SABS 1200 Standardised Specification dealing with measurement and payment shall not be applicable and shall be deemed null and void.

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses, the Standardized Specifications allow a choice to be specified in the Specification Data between alternative material or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Specification Data. It also contains such additional specifications as are required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix "B" followed by a number corresponding to the number of the relevant clause or payment item in the Standardized Specifications. New clauses and payment items not covered by clauses or payment items in the Standardized Specifications if included here are also designated "B", followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

Clauses and pay items referring to labor intensive methods are prefixed by "L" in the project specifications.

C3.5: MANAGEMENT

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SABS Standards

The SABS 1200 Standardised Specifications listed in C3.4.1.1 are applicable.

C3.5.1.2 Particular/Generic Specifications

Not applicable.

C3.5.1.3 Methods and Procedures

The obligations of the Contractor in the terms of the Contract are as set out in the Contract. Sixteen (16) obligations are set out and are discussed briefly below:

(a) Maintenance of access roads to sites

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

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

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

(b) Normal working hours

Normal working hours shall be an 8 hours shift system for the works operational personnel with three shifts per 24 hours cycle while the maintenance personnel's normal working hours shall be from 07h00 until 17h00. Maintenance personnel will be required to be on standby for a period not exceeding seven working days and shall be rotated.

Work on other days will only be allowed after written approval has been granted by the Employer's Representative.

(c) Interference with municipal staff and operations

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

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

(d) Access for other contractors

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

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

(e) Giving notice of work to be covered up

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

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

(f) Sequence of the works

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

- (g)** Take full responsibility for the day-to-day operations and maintenance of the works
- (h)** Provide all managerial and technical personnel, as well as labour required in the operations and maintenance of the works
- (i)** Assume full responsibility for the compliance with the statutory treated water standards as specified in the SANS 241 standards
- (j)** Comply with all requirements of all prevailing legislation relevant to the executive of the contract
- (k)** Take full responsibility for the water security and general appearance of the works
- (l)** Keep full records of daily flows and analytical results
- (m)** Keep full records of the treatment plant failures and problem areas
- (n)** Keep full record of any adjustments made to the process
- (o)** Keep full records of routine and preventive maintenance performed on all the equipment individually
- (p)** Repair pipeline failures as required

C3.5.1.4 Quality plans and control (Testing)

In accordance with Clause 7.4 of the General Conditions of Contract.

C3.5.1.5 Environmental Management Plan (EMP)

(a) Demarcation of the site

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

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

(b) Construction camp

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

(c) Fencing of site

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

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

(d) Workshops

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

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

(e) Eating areas

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

(f) Watchmen

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

(g) Ablution facilities

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

(h) Solid waste

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

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

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

(i) Wastewater

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

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

Wastewater shall be prevented from flowing into local rivers & streams.

(j) Fuel storage area

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

Fuel shall be kept under lock at all times.

(k) Concrete batching area

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

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

(l) Equipment maintenance and storage

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

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Employer's Representative.

(m) Materials handling, use and storage

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

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

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

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Employer's Representative.

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

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Employer's Representative;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The

Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

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

(o) Care of surrounding areas

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

C3.6: HEALTH AND SAFETY

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Employer's Representative his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Employer's Representative.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works. Any available amendments to this regulation shall also apply to this Contract.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on

site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

C3.6.6 AIDS AWARENESS

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

C3.6.7 COVID-19 AWARENESS

All construction personnel shall be given a COVID-19 Awareness briefing session by the Safety Officer.

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

PART C4: SITE INFORMATION

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PART C4: SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

CONTENTS

- SI1 SITE LOCATION**
- SI2 CLIMATIC CONDITION**
- SI3 NSIKAZI NORTH BULK WATER SCHEME LAYOUT**

SI 1 SITE LOCATION

1.1 Site Location

The project is located within various villages in the Northern and Eastern Regions within the City of Mbombela area under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province. The following are locations of specific sites:

Type	LOCALITY		Remarks
	EAST	SOUTH	
Hoxane WTW	-25.01538	31.20892	New 36 MI/day WTW (Mbombela Modules)
Sabie Raw Water Pump Station	-25.02001	31.20450	Old pump station
Nyongane Booster Pump Station (New)	-25.04740	31.19652	36 MI/day
Nyongane Booster Pump Station (Old)	-25.04741	31.19710	18-21 MI/day
Shabalala Booster Pump Station (Old)	-25.04731	31.19756	(1ML/day)-intermittent supply
Swalala/Jerusalem Pump Station	-25.18843	31.11349	(0.4ML/DAY) Intermittent supply
Jerusalem Borehole Number 8a-b.	-25.19335	31.09604	(0.25ML/day) Intermittent supply
Chweni Booster Pump Station	-25.23096	31.14818	Online booster pump station
Majika Raw Water Pump Station	-25.09609	31.15888	Not operational yet
Majika Water Package Plant	-25.10490	31.13807	1.5 MI/day

Manzini Package Plant	-25.18124	31.14919	2 MI/day
Mganduzweni Dam Raw Water Pump Station	-25.21606	31.11913	Pump station with submerged intake at dam wall
Mganduzweni Water Package Plant	-25.22246	31.10498	1 MI/day
Mshadza Raw Water Pump Station	-25.17371	31.15468	Submersible pump intake at stream wall
Mshadza Water Package Plant	-25.17406	31.15366	1.5 MI/day

SI 2 CLIMATIC CONDITION

The site is situated in the Lowveld of Mpumalanga and the climate is sub-tropical with warm summers, mild frost-free winters and high humidity levels. The average maximum temperature in the area is approximately 31⁰ C and the average minimum approximately 16⁰ C, with extremes of 43⁰ C and -2⁰ C. The annual mean daily temperature is approximately 21⁰ C.

SI 3 NSIKAZI NORTH BULK WATER SCHEME LAYOUT

Refer to Appendix A.1 below for layout of the Nsikazi North Scheme with reservoir capacities and estimated population figures per reservoir supply zone.

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

**APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF
NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME AND WATER PACKAGE
PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1 SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

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

OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

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

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

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

- (d) **"Employer's Representative"** where used in this specification, means the Employer's Representative as defined in the General Conditions of Contract. In terms of the Construction Regulations the Employer's Representative may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

OHS 3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

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

OHS 5 RISK ASSESSMENT

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

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

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

OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

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

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

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

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

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

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons**

responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (v) Construction employees' facilities as described in Regulation 30.

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

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

OHS 8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Employer's Representative, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));

- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).
- (p) **COVID-19 daily symptom screening for all works or visitors at the time they report for work or site**

OHS 9 CONTRACTORS RESPONSIBILITIES

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

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

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

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Employer's Representative on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Employer's Representative or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Employer’s Representative are submitted to the Employer’s Representative for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 November 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 November 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 November 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

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

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS 10 MEASUREMENT AND PAYMENT

10.1 Principles

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

(a) Safety personnel

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

(b) Records and Registers

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:

..... duly authorised to
sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between
the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the
provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS
Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
- 2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.**
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING EMPLOYER'S REPRESENTATIVES from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.**
- 4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with**

his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be

trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:

.....
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Representative, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

3. (a) Name and postal address of client :

- (b) Name and tel. no of clients contact person or agent:

- 4 (a) Name and postal address of designer (s) for the project:

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where
applicable)

Date

Client

Date

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 322A/2021

**APPOINTMENT OF A SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF
NSIKAZI NORTH REGIONAL BULK WATER SUPPLY SCHEME AND WATER PACKAGE
PLANTS FOR THE CITY OF MBOMBELA FOR A PERIOD OF THREE YEARS (36 MONTHS)**

ANNEXURES: DRAWINGS FOR TENDER PURPOSES

B.1

NSIKAZI NORTH BULK WATER DISTRIBUTION NETWORK LAYOUT PLAN

*(ATTACHED HEREIN THIS DOCUMENT IS NSIKAZI SCHEMATIC LAYOUT WITH WATER
DEMAND FIGURES OF VARIOUS VILLAGES)*