

VICTOR KHANYE LOCAL MUNICIPALITY



APPOINTMENT OF SERVICE PROVIDER FOR DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF BOREHOLES WITH ACCESSORIES

TENDER NUMBER: VKLM/RW12/MIG/P3/2025/2026

TENDERER NAME:	
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CLOSING DATE: 22 OCTOBER 2025 AT 10h00

BREAFIG:16 SEPTEMBER 2025 10:00am

CSD REG NUMBER: MAAA.....

EMPLOYER :	ENGINEER :
 VICTOR KHANYE LOCAL MUNICIPALITY PO Box 6 Delmas 2210 TEL: 013-665 6000	 TFC ENGINEERS (Pty) Ltd PostNet Suite #370 Private Bag X11326 Nelspruit 1200 Tel : 013-752 7475 E-mail : info@tfce.co.za



(i)

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

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.

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 are not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **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 Engineering 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 Engineering.</i> |
| 6. | SANS 1200 | <i>Standard Specifications for Civil Engineering Construction</i> |
| 7. | SANS 10299 | <i>Development, maintenance, and management of groundwater resources</i> |
| 8. | This document as presented. | |

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VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

PART T1 TENDERING PROCEDURES

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
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ENERGISING OF BOREHOLES WITH ACCESSORIES**

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.1-1

T1.2 TENDER DATA T1.2-1



Tender No	Description	Non-Refundable Bid Document Price	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
VKLM/RW12/MIG/P3/2025/2026	Appointment of Service Provider for Drilling Refurbishment of Boreholes in Rural Areas and Provision of Elevated Tank – Construction of Raising Main and Energising of Boreholes.	R1115.59	3 CE or Higher	16 September 2025 at 10:00	22 October 2025 at 10:00

Tender documents will be available on **12 September 2025**

Preferential Procurement Policy Framework Act, No. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points based on 80 points for proposal price and 20 points in respect of targeted goals.

Price should be VAT inclusive. A valid Tax Clearance Certificate, identification copy or company registration certificate, MBD1; MBD2; MBD4; MBD6.1 MBD8 & MBD9 Municipal **account statement attached (with all applicable rates and taxes) should not be in areas more than 90 days as follows: All directors' municipal account as per CIPC must be attached must be attached . Registered office municipal account as per municipal account CIPC must be attached if there is a lease. A Valid lease agreement signed by both parties must be attached with related municipal account where the registered office is located.**

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before **22 October 2025** at 10:00 am at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of tender documents: Tender documents can be downloaded on the **E-Tender pot (www.etender.gov.za)** or can be obtained on payment of a non-refundable fee as specified and can be collected at the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6000 between 07:30-16:30 Monday to Thursday and 7:30-13:30 Friday **excluding weekend and public holidays.**

Tenders received after the closing date and time, faxed, completed with a pencil or e-mailed will not be considered.

The Council reserves the right to accept any tender or part thereof and does not bind itself to accept the lowest or any tender and not to consider any tender not suitably endorsed or comprehensively completed. Tenders completed in pencil will be regarded as invalid tenders. Tenders should be valid for a period of not less than ninety (90) **working days**. Appraisal of submissions will be done according to the Council's Procurement Policy. Council reserves the right not to appoint. **Suppliers must be registered on CSD.**

T1.1-2

If you do not hear from us within 90 days of the closing date, please consider your tender unsuccessful.

Enquiries related to this tender should be addressed to Mr DS Mahlangu (SCMU) at Tel. (013) 665-6000 during office hours.

**TM Mashabela
Municipal Manager**

**Municipal Offices,
PO Box 6, Delmas, 2210**

VICTOR KHANYE LOCAL MUNICIPALITY**DEPARTMENT NAME: WATER & SANITATION****CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026****FOR****DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES****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 to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender

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

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: Victor Khanye Local Municipality
3.2	The tender documents issued by the Employer comprise: 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 Victor Khanye Local Municipality (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) 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 OHS Act, 1993 (white)

Clause Number	Data										
	Part C2 Pricing Data C2.1 Pricing Assumptions (yellow) C2.2 Bill of Quantities and Information Sheets (yellow) Part C3 Scope of Works C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue) Part C4 Site Information C4 Site Information (green) Appendices Appendix A Health and Safety Specification (white) Appendix B Drawings for Tender Purposes (white)										
3.4	The Employer's Agent is: Name: TFC Engineers (Pty) Ltd Address: PostNet Suite #370 Private Bag X11326 Nelspruit 1200 Tel: 013 752 7475 E-mail: info@tfce.co.za										
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 so 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 3CE or higher class 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. <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>1 CE</td><td>R 0.5m</td></tr> <tr> <td>2 CE</td><td>R 1m</td></tr> <tr> <td>3 CE</td><td>R 3m</td></tr> <tr> <td>4 CE</td><td>R 6m</td></tr> </tbody> </table>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	1 CE	R 0.5m	2 CE	R 1m	3 CE	R 3m	4 CE	R 6m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
1 CE	R 0.5m										
2 CE	R 1m										
3 CE	R 3m										
4 CE	R 6m										

Clause Number	Data
	Joint Ventures are eligible to submit bids provided that: (1) every member of the joint venture is registered with the CIDB; (2) the lead partner has a contractor grading designation in the 3CE or Higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE 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. 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 T of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms T. 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 T 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 who will be the single point accountability and responsibility for the management of the construction works, and who is registered as a candidate engineer shall be required as a minimum. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form T may render the tender non-responsive.
4.6	Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to. 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	The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender. The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may enter and complete the register. On completion by all present the Employer's Representative will: (a) read out from the collected lists calling for confirmation that all have signed; The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

Clause Number	Data
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 Rand.
4.12	An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted. If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies required. The signed print-out shall be taken as the valid submission.
4.13 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: Victor Khanye Local Municipality Physical address: Samuel Road, Delmas 1200 Identification details: Bid no: VKLM/RW12/MIG/P3/2025/2026: Appointment of Service Provider for Drilling Refurbishment of Boreholes in Rural Areas and Provision of Elevated Tank – Construction of Raising Main and Energising of Boreholes. Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
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.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.

Clause Number	Data
4.16.1	The tender offer validity period is 120 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.
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	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
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	<u>Arithmetical errors, omissions, discrepancies, and imbalanced unit rates</u> 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 because 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.

Clause Number	Data
	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.
5.10	List of disqualifying factors of this tender are as follows: A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date , Summary report will NOT be considered • Submit Joint venture agreement in case of JV. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB contractor grading designation of 7 CE or higher. For JV, a combined CIDB grading is required. • Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.
5.11	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.

Clause Number	Data												
5.11.5	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: $TEV = N_{FO} + N_P + N_Q$ 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 more than R 50,000,000; or (ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equal 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 favourable 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 '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
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5.11.8	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).																																																														
.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <table border="1"> <thead> <tr> <th>Description of quality criteria</th><th>Maximum number of points</th></tr> </thead> <tbody> <tr> <td>Organising and Staffing</td><td>20</td></tr> <tr> <td>Plant</td><td>10</td></tr> <tr> <td>Experience of Firm</td><td>40</td></tr> <tr> <td>Total evaluation points for quality (M_s)</td><td>70</td></tr> </tbody> </table> Project Manager / Team Leader: (Maximum Points Obtainable 8; Minimum 5) Name: <table border="1"> <thead> <tr> <th>Evaluation Criteria</th><th>Minimum Required</th><th>Points Obtainable</th><th>Points Claimed</th></tr> </thead> <tbody> <tr> <td>Academic Qualifications</td><td>BTech in Civil or equivalent</td><td>5</td><td></td></tr> <tr> <td colspan="2">Sub-total</td><td>5</td><td></td></tr> <tr> <td colspan="2">Experience of Team Leader in similar projects</td><td>Points Obtainable</td><td></td></tr> <tr> <td>Involvement in comparable projects (Technical)</td><td>5 upwards</td><td>3</td><td></td></tr> <tr> <td colspan="2">Sub-total</td><td>3</td><td></td></tr> <tr> <td colspan="2">Total</td><td>8</td><td></td></tr> </tbody> </table> Site Agent: (Maximum Points Obtainable 4, Minimum 3) Name: <table border="1"> <thead> <tr> <th>Evaluation Criteria</th><th>Minimum Required</th><th>Points Obtainable</th><th>Points Claimed</th></tr> </thead> <tbody> <tr> <td>Academic Qualifications</td><td>Diploma in civil works or equivalent</td><td>2</td><td></td></tr> <tr> <td colspan="2">Sub-total</td><td>2</td><td></td></tr> <tr> <td>Years of experience in similar projects</td><td>3 and above</td><td>2</td><td></td></tr> <tr> <td colspan="2">Sub-total</td><td>2</td><td></td></tr> <tr> <td colspan="2">Total</td><td>4</td><td></td></tr> </tbody> </table> Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.	Description of quality criteria	Maximum number of points	Organising and Staffing	20	Plant	10	Experience of Firm	40	Total evaluation points for quality (M_s)	70	Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed	Academic Qualifications	BTech in Civil or equivalent	5		Sub-total		5		Experience of Team Leader in similar projects		Points Obtainable		Involvement in comparable projects (Technical)	5 upwards	3		Sub-total		3		Total		8		Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed	Academic Qualifications	Diploma in civil works or equivalent	2		Sub-total		2		Years of experience in similar projects	3 and above	2		Sub-total		2		Total		4	
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	<u>PLANT (Maximum Points Obtainable - 10)</u> It must be noted that total points of 10 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored. Letter of intent or quotation from the lessor must be attached. <table><tr><th>Evaluation Criteria</th><th>Minimum Required</th><th>Points obtainable (Own)</th><th>Points obtainable (Leased)</th><th>Minimum Threshold</th><th>Points Claimed</th></tr><tr><td rowspan="3">Firm's plant and equipment –Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points</td><td>Firm's number of TLBs x1</td><td>5</td><td>3</td><td rowspan="3">6</td><td></td></tr><tr><td>Firm's number of Tipper Truck x 2</td><td>5</td><td>3</td><td></td></tr><tr><td colspan="2">Total</td><td>10</td><td>6</td><td></td></tr></table> <u>EXPERIENCE OF FIRM (Maximum Points Obtainable - 40)</u> Note: Company's previous completed projects It must be noted that the experience of the firm carries a maximum of 40 points as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm. Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached. <table><tr><th>Evaluation Criteria</th><th>Evaluation Criteria</th><th>Points Obtainable</th><th>Minimum Threshold</th><th>Points Claimed</th></tr><tr><td rowspan="2">Company experience in terms of projects of a similar scope completed or in progress</td><td>1. Submit 4x appointment letters and 4x reference letter on building environment projects (same project number)</td><td>40</td><td rowspan="2">30</td><td></td></tr><tr><td>2. Submit 3x appointment letters and 3x reference letter on building environment projects</td><td>30</td><td></td></tr></table>	Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (Leased)	Minimum Threshold	Points Claimed	Firm's plant and equipment –Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of TLBs x1	5	3	6		Firm's number of Tipper Truck x 2	5	3		Total		10	6		Evaluation Criteria	Evaluation Criteria	Points Obtainable	Minimum Threshold	Points Claimed	Company experience in terms of projects of a similar scope completed or in progress	1. Submit 4x appointment letters and 4x reference letter on building environment projects (same project number)	40	30		2. Submit 3x appointment letters and 3x reference letter on building environment projects	30	
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Clause Number	Data				
		(same project number)			
		3. Submit 2x appointment letters and 2x reference letter on building environment projects (same project number)	20		
		4. Submit 1x appointment letters and 1x reference letter on building environment projects (same project number)	10		
	TOTAL		40		
	TOTAL SCORE: _____ /70 A bidder who scores the minimum number of 55 points out of a maximum of 70 for functionality will qualify to be evaluated in term of the 80 /20 target goals				
5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: - 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. The full report should be submitted, not the summary. - the tenderer is in good standing with SARS according to the Central Supplier Database. - the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document. - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - 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: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect;				

Clause Number	Data
	- 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; - 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.
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.

VICTOR KHANYE LOCAL MUNICIPALITY**DEPARTMENT NAME: WATER & SANITATION****CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026****FOR****DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF BOREHOLES WITH ACCESSORIES**

Points System: 80:20

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	6	A copy of a Full CSD report not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% women owned enterprise	6	A copy of a Full CSD report not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING RDP PROGRAMMES		
YOUTH	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% YOUTH OWNED ENTERPRISE PERSONS	2	A COPY OF A FULL CSD REPORT NOT OLDER THAN 3 MONTHS.

WHO ARE AGE 35 YEARS AND LESS		
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

PART T2 RETURNABLE DOCUMENTS

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 wilful 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 A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	RESOLUTION OF BOARD OF DIRECTORS
FORM M	SCHEDULE OF PROPOSED SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that I, _____ representing
 _____ in the
 company of _____ attended the
 clarification meeting on {insert date}.....

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

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

I / We confirm that the following communications received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

I / We confirm that no communications were received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

**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: PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
(b) Target goals .

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

POINTS AWARDED FOR TARGET GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for Target goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for Target goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The Target goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
YOUTH	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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 authorized 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 ENTERPRISE QUESTIONNAIRE (SIPDM) (MBD 4)

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

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

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐	A member of any municipal council	☐	A employee of any provincial department, national or provincial public entry or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
☐	A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province	☐	A employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

Name of spouse, child or parent	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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise: _____

Name: _____

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

OR

- **For Companies**

A copy of the Certificate of Incorporation

Certified Copies of the ID's of the Directors, and

Certified shareholders register

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**

1. Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

2. 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:	
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 number of contracts	Nature of service, e.g, quantity surveying	Service 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 3 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 VALID TAX CLEARANCE CERTIFICATE AND TAX
COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

The Tax Clearance Certificate and 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 Clearance Certificate, and 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the 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	3. 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

Date

Capacity under which Tender is Signed

Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (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 to this page
(Full CSD required, not summary)***

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?

If yes, furnish your details in table below.

YES	NO
-----	----

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: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Victor Khanye Local Municipality in respect of the following project:

.....

Bid / Tender Number:

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	• Name	Capacity		Signature
1	•			
2	•			
3	•			
5	•			
6	•			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

COMPANY STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**RESOLUTION** of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to the to the Victor Khanye Local Municipality in respect of the following project:

.....

Bid / Tender Number:

3. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

T2.1-23

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

COMPANY STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Victor Khanye Local Municipality in respect of the following project:

.....

Bid / Tender Number:

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
-
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	• NAME	CAPACITY	SIGNATURE
1	•		
2	•		
3	•		
4	•		

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

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

FORM M: SCHEDULE OF PROPOSED SUBCONTRACTORS
--

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organization:	
------------------------------	--

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 Ehlanzeni District Municipality 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 (COID) (Act 130 of 1993).

Affix certified Proof of Good Standing with Compensation Commissioner to this page

FORM O: SCHEDULE OF CURRENT COMMITMENTS

PARTICULARS OF COMMITMENTS WHICH THE TENDERER IS PRESENTLY ENGAGED WITH:

Current projects:

Project		Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1								
2								
3								
4								
5								

Name of Tenderer	Signature	Date

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:

RETURNABLE FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 50 points based on information provided in this schedule.

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.
2. The tenderer scores 5 points per project with a value of less or equal to R2 million completed in the last 5 years.
3. The tenderer scores 7 points per project with a value of between R2 and R5 million completed in the last 5 years.
4. The tenderer scores 10 points per project with a value of more than R5 million completed in the last 5 years.
5. The tenderer may attach not more than 4 projects of similar nature and size (concrete bridges or any other mass concrete works that include reinforcement).
6. The maximum Quality points for each criterion are listed below.
7. Positive feedback from the Consulting Engineer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
8. Positive feedback from the Employer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
9. Points for completion certificates attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
10. Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
11. 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.

Certified Appointment letter as well as Completion Certificate (signed by client and engineer) of Relevant Work (to be attached – zero points if both is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)	Points Awarded by the Engineer
*Attach additional pages if more space is required		Total Points			

FORM R: PLANT & EQUIPMENT

The tenderer will receive a maximum of 15 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.
 - No points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
 - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted: Natis to be attached.
4. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated

Description, size, capacity, etc.	Number Required	Allocated Points if owned	Allocated Points if hired	Points Scored
Firm's number of TLBs x1	1	5	3	
Firm's number of Tipper Truck x 2	2	5	3	
Total		10	6	
Total Points Allocated				

* Attached additional pages if more space is required.

FORM S: FINANCIAL RESOURCES
BANKING INFORMATION

The tenderer will receive a maximum of 15 points based on information provided in this schedule.

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form a letter of intent for 10% bank guarantee.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

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" style="display: inline-table; vertical-align: top;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 40px; text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"> ☐ </td> </tr> </table> (Tick which is appropriate)		0-6 months	☐	7-12 months	☐	13-24 months	☐	More than 24 months	☐
0-6 months	☐									
7-12 months	☐									
13-24 months	☐									
More than 24 months	☐									

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

FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (GBD5)

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. 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 S: FINANCIAL RESOURCES DOCUMENTATION OF INTENT 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 construction of (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
WE _____ "the
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 authorised 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 of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

_____ (in words)
 R _____ (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 WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

1. _____	Signature _____
2. _____	Signature _____

Duly authorised to sign on behalf of
 (Guarantor)

Address _____

FORM T: KEY PERSONNEL, 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 engineers, technicians or technologists means those who are involved in the construction of water project and water pipeline . Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
5. For all foreign nationals must attach SAQA accreditation and certified proof of work permit

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 in zero points.

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.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	40		
Plant and Equipment:	Form R	10		
Key Personnel:	Form T	20		
Sub- Total		70		
TOTAL		70		

Note:

Total allocated for Quality is 70 points. The minimum threshold required to qualify for the next stage of evaluation is 55 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Target goals	20
TOTAL	100

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
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY ENTERPRISE QUESTIONNAIRE	
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	RESOLUTION OF BOARD OF DIRECTORS	
M	SCHEDULE OF PROPOSED SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	
U	SCHEDULE OF TENDER COMPLIANCE	

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

THE CONTRACT

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION
OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF
BOREHOLES WITH ACCESSORIES**

PART C1 AGREEMENT AND CONTRACT DATA

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION
OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF
BOREHOLES WITH ACCESSORIES**

CONTENTS	PAGE(S)
C1.1 FORM OF OFFER	C1.1-1
C1.2 FORM OF ACCEPTANCE	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS	C1.3-1
C1.4 CONTRACT DATA	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE	C1.5-1 to C1.5-3
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.7-1 to C1.7-1

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

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:

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF
ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF BOREHOLES
WITH ACCESSORIES**

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 returnables 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)

1.

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: _____

Name and address: _____

Name and _____ Date: _____

Signature of Witness _____

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: _____

Name: _____

Capacity: _____

Name and address: _____

Name and _____

Date: _____

Signature of witness _____

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 and address): _____

Name and _____

Date: _____

Signature of witness _____

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

GENERAL 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 Engineering, 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								
1.1.1.13	The Defects Liability Period is 12 months								
1.1.1.15	The Name of the Employer is the Victor Khanye Local Municipality .								
1.1.1.16	The Name of the Employer's Agent is Mr L Fourie (Pr.Eng) , also referred to in the Contract as "TFC Engineers (Pty) Ltd".								
1.1.1.26	The pricing strategy: Re-Measurement Contract								
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>Corner Van Der Walt Street and Samuel DELMAS 2210 013-665-6000</td><td>PO Box 6 DELMAS 2210</td></tr> </table>	Physical address:	Postal address:	Corner Van Der Walt Street and Samuel DELMAS 2210 013-665-6000	PO Box 6 DELMAS 2210				
Physical address:	Postal address:								
Corner Van Der Walt Street and Samuel DELMAS 2210 013-665-6000	PO Box 6 DELMAS 2210								
1.2.1.2	The address of the Employer's Agent is: <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>46 Murray Street Mbombela 1200</td><td>PostNet Suite #370 Private Bag X11326 Mbombela 1200</td></tr> <tr> <td>Telephone:</td><td>013 752 7475</td></tr> <tr> <td>E-mail:</td><td>info@tfce.co.za</td></tr> </table>	Physical address:	Postal address:	46 Murray Street Mbombela 1200	PostNet Suite #370 Private Bag X11326 Mbombela 1200	Telephone:	013 752 7475	E-mail:	info@tfce.co.za
Physical address:	Postal address:								
46 Murray Street Mbombela 1200	PostNet Suite #370 Private Bag X11326 Mbombela 1200								
Telephone:	013 752 7475								
E-mail:	info@tfce.co.za								
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,								

Clause	Description
	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: 2. (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. 3. (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. 4. (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. 5. (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. 6. (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. 7. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:

Clause	Description
	8. (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. (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." 9. The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorisation for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

Clause	Description
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required, before commencement with Works execution is 14 calendar days .
5.4.2	The access and possession of site shall not be exclusive to the Contractor.
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 12-Dec-2025 to 12-Jan-2026 or as per SAFCEC TBA
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The complete scope of works is tested and commissioned.
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does not make provision for contract price adjustment.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of liability insurance is R 5 million
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .

Clause	Description
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Project duration: the project duration estimate is 8months

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 Engineering, 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						
							
	The Contractor's address for receipt of communications is:						
	Physical address: Postal address:						
1.2.1.2							
							
							
							
	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"> <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> </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							

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

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

10. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
11. 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.
12. The Guarantor hereby acknowledges that:
 - 12.1 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;
 - 12.2 its obligation under this Performance Guarantee is restricted to the payment of money.

13. 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:
 - 13.1 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;
 - 13.2 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;
 - 13.3 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.
14. 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:
 - 14.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 14.2 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
 - 14.3 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.
15. 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.
16. 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.
17. 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.
18. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
19. 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.
20. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

21. 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.
22. 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.
23. 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)

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

**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 **VICTOR KHANYE LOCAL MUNICIPALITY** (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 **DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF BOREHOLES WITH ACCESSORIES** 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.
- 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.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the 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)

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

**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/HER	CAPACITY
AS	:	

DATE :

SIGNATURE _____ OF _____
SIGNATORY _____ :

WITNESS: 1. 2.

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

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

PART C2 PRICING DATA

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

C2.1 PRICING INSTRUCTIONS

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.

1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

- 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.

- 8 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 Standardized Specification for Civil Engineering Construction or the Specification Data.
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

- 9 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
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

C2.2 SCHEDULE OF QUANTITIES

C2.2: BILL of QUANTITIES

BILL OF QUANTITIES

C2.2-2 to C2.2-9

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-10

Drilling Refurbishment of Boreholes in Rural Areas and Provision of Elevated Tank – Construction of Raising Main and Energising of Boreholes.

Schedule 1

Preliminary and General

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
A		SECTION A: PRELIMINARY AND GENERAL					
	SANS 1200 A	Preliminary and General					
	8.3	FIXED-CHARGE ITEMS					
A.1	8.3.1	Contractual Requirements	Sum	1			
	8.3.2	Establish Facilities on the Site:					
A.2		Facilities for Contractor	Sum	1			
A.3		Offices and storage sheds	Sum	1			
A.4		Ablution and latrine facilities	Sum	1			
A.5		Name Boards	Sum	1			
A.6	8.3.3	OH&S Requirements in terms of Act	Sum	1			
A.7		As-built drawings, operation & maintenance (O&M) manuals, and training of client staff					
	8.4	TIME-RELATED ITEMS					
A.8	8.4.1	Contractual Requirements	Months	8			
	8.4.2	Operate and maintain facilities on the Site:					
	8.4.2.2	Facilities for Contractor for duration of construction, except where otherwise stated					
A.9		Offices and storage sheds	Months	8			
A.10		Ablution and latrine facilities	Months	8			
A.11	8.4.5	OH&S Requirements in terms of Act	Months	8			
	PS A 8.5	Sums stated provisionally for use by the Engineer at his discretion:					
A.12		g) Provision for OHS Agent	Prov Sum	1	24,000	24,000	00
A.13		h) Provision for CLO	Prov Sum	1	10,000.00	10,000	00
A.14		i) Provision for Water Treatment System (Reverse Osmosis Water Treatment Plant)	Prov Sum	1	300,000.00	300,000	00
A.15		j) Overheads, charges and profit payable to Contractor	%	334,000			
A.16		k) Provision for bulk electricity from Eskom	Prov Sum	1	100,000.00	100,000	00
A.17		l) Overheads, charges and profit payable to Contractor	%	100,000.00			

C2.2-3

A.16		m) Provision for Engineer's Allocation	Prov Sum	1	571,976.00	571,976	00
Total Carried Forward To Summary							

Drilling Refurbishment of Boreholes in Rural Areas and Provision of Elevated Tank – Construction of Raising Main and Energising of Boreholes.

Schedule 1

Rising Main to Tanks

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
B		SECTION B: RISING MAIN TO ELEVATED JO-JO TANK					
	SANS 1200DB	Earthworks (Pipe Trenches)					
		Site Clearance					
B.1	8.3.1	a) Clear vegetation and trees of girth up to 2 m wide	m	1,285			
B.2	8.3.1	b) Clear trees of girth over 1 m and up to 2 m	No.	1			
		Excavation					
	8.3.2	a) Excavate in <u>all</u> materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: 100 mm diam. for total trench depth:					
B.3		Exceeding 0,0 m but not exceeding 1,0 m	m	1,285			
	8.3.2	b) Extra-over item above for					
B.4		Hard rock excavation	m ³	250			
	8.3.3.4	Overhaul					
B.5		a) Limited overhaul (provisional)	m ³	50			
B.6		b) Long overhaul (provisional)	m ³ .km	200			
	SANS 1200 LB	Pipe Bedding					
		Available from trench within 0,5 km (Subclause 3.4.1)					
B.7	8.2.1	a) Selected granular material for bedding cradle	m ³	200			
B.8		b) Selected fill material	m ³	320			
	8.2.2.3	c) Commercial sources (Provisional)					
B.9		1) Selected granular material	m ³	50			
B.10		2) Selected fill material	m ³	20			
	SANS 1200 L	HDPE Pipeline					
	8.2.1	HDPE: Supply, handle, lay, and bed continuously welded, test, and disinfect (potable water pipeline)					
B.11		a) 50 mm PN10	m	1,285			
Total Carried Forward							

Rising Main to Tanks

Brakfontein Groenfontein Combined Tender Sept 2025 R1

Water Reticulation

Brakfontein Groenfontein Combined Tender Sept 2025 R1

Drilling Refurbishment of Boreholes in Rural Areas and Provision of Elevated Tank – Construction of Raising Main and Energising of Boreholes.

Schedule 1

Water Reticulation

[illegible]

Energising Boreholes

Brakfontein Groenfontein Combined Tender Sept 2025 R1

Borehole Pumps

Brakfontein Groenfontein Combined Tender Sept 2025 R1

Elevated Jo-Jo Tanks (Groenfontein)

Brakfontein Groenfontein Combined Tender Sept 2025 R1

VICTOR KHANYE LOCAL MUNICIPALITY**DEPARTMENT NAME: WATER & SANITATION****CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026****FOR****DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND ENERGISING OF BOREHOLES WITH ACCESSORIES****SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	PAGE	AMOUNT
A	Preliminary & General	C2.1-2	
B	Rising Main to Tanks	C2.2-4	
C	Water Reticulation	C2.2-6	
D	Energising Boreholes	C2.2-7	
E	Borehole Pumps	C2.2-8	
F	Elevated Jo-Jo Tanks (Groenfontein)	C2.2-9	
1	SUB-TOTAL		
	Allowance for Contingencies (10% of 1)		
2	TOTAL AMOUNT OF TENDER		
	Plus 15% VAT of 2		
TOTAL AMOUNT CARRIED TO FORM OF OFFER			

VICTOR KHANYE LOCAL MUNICIPALITY**DEPARTMENT NAME: WATER & SANITATION****CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026****FOR****DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
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SECTION	DESCRIPTION	PAGE	AMOUNT
A	Preliminary & General	C2.1-2	
B	Rising Main to Tanks	C2.2-4	
C	Water Reticulation	C2.2-6	
D	Energising Boreholes	C2.2-7	
E	Borehole Pumps	C2.2-8	
F	Elevated Jo-Jo Tanks (Groenfontein)	C2.2-9	
1	SUB-TOTAL		
	Allowance for Contingencies (10% of 1)		
2	TOTAL AMOUNT OF TENDER		
	Plus 15% VAT of 2		
TOTAL AMOUNT CARRIED TO FORM OF OFFER			

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

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PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

PART C3 SCOPE OF WORKS

PART C3: SCOPE of WORK

<u>CONTENTS</u>	<u>PAGES</u>
C3.1 DESCRIPTION OF WORKS.....	C3.1-1
C3.1.1 Employer's objectives	C3.1-1
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C3.1: DESCRIPTION of WORKS**C3.1.1 EMPLOYER'S OBJECTIVES**

Compile specifications for procurement of services to determine the current and future water demands; develop and optimise groundwater resources; revitalise and maximise boreholes infrastructure to meet current and future water requirements for fast-growing rural communities and determine an alternative water resource to augment current and future water shortfalls.

To compile a specification report for the procurement of a service provider for the construction rising main and energising of boreholes with accessories.

C3.1.2 OVERVIEW OF THE WORKS

The contract entails the energising of exiting borehole pumps, the installation of rising mains from the boreholes and the installation of a reticulation network with communal stands for Brakfontein and Groenfontein.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

Scope of Works in Brakfontein:

- Energise the 2 x borehole pumps and package plant
- Construction of rising mains from the boreholes to a water storage facility,
- Supply and installation of ring feed reticulation and communal standpipes

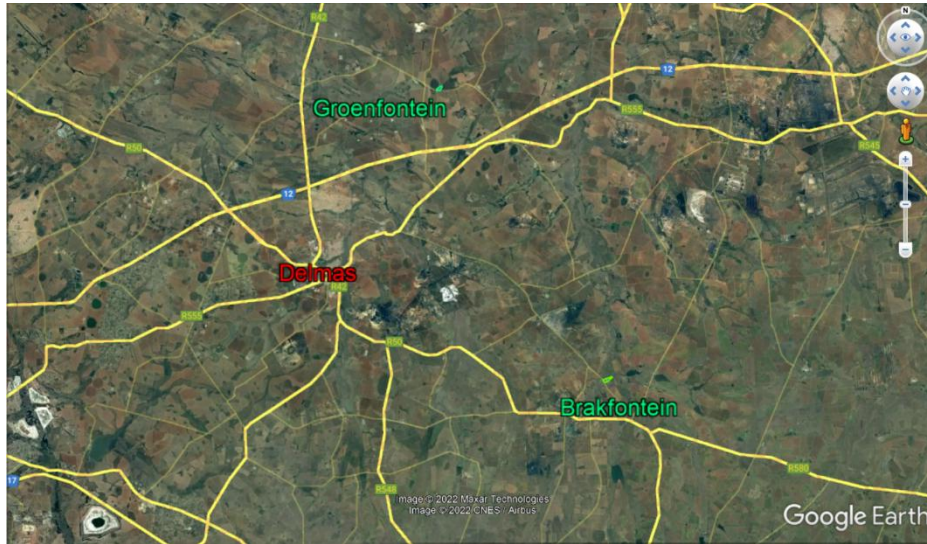
Scope of Works in Groenfontein

- Energise the 2 x borehole pumps
- Construction of rising mains from the boreholes to a water storage facility,
- Supply and installation of ring feed reticulation and communal standpipes

Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.4 LOCATION OF THE WORKS

The locality map below indicates the location of the two settlements in relation to Delmas.



Location of sites:

Brakfontein coordinates: $26^{\circ}12'37''$ S and $28^{\circ}52'57''$ E.

Groenfontein coordinates: $26^{\circ}01'55''$ S and $28^{\circ}45'59''$ E.

Access to sites:

Brakfontein is located 26 km south-east of Delmas with access from the R50 provincial road.

Groenfontein is located 22 km north-east of Delmas with access from the R42 provincial road.

C3.1.5 TEMPORARY WORKS

None is required.

C3.1.6 BACKGROUND

Groenfontein currently has one (1) borehole that is supplying the community with water and a 5000ℓ plastic water storage tank.

Groenfontein has two newly drilled boreholes with borehole pumps which need to be energised.

Brakfontein currently has two dry boreholes, two (2) 5000ℓ plastic water storage tanks and two (2) 10 000ℓ plastic water storage tanks. The community is currently supplied with water from the municipal water tankers.

Recently two new boreholes were drilled and equipped with borehole pumps which need to be energised.

The water of Brakfontein needs to be treated to ensure potable quality.

C3.2: ENGINEERING**C3.2.1 DESIGN**

- (a) The Employer 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 Employers Agent in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

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

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

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

C3.2-2

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

Drawing Number	Title
NS3309/01	Locality Plan Brakfontein
NS3309/02	Locality Plan of Groenfontein
NS3309/03	Layout of Brakfontein
NS3309/04	Layout of Groenfontein
NS3309/05	Typical Water Connections Detail
NS3309/06	Pipe & Valve Markers
NS3309/07	Detail of Thrust Blocks
NS3309/08	Elevated JoJo Tank
NS3309/09	Typical Borehole
NS3309/10	Tank Stand
NS3309/11	Detail for Tank Stand 1
NS3309/12	Detail for Tank Stand 2
NS3309/13	Detail for Tank Stand 3
NS3309/14	Contract Nameboard

C3.2.5 **DESIGN PROCEDURES**

Not applicable.

C3.3: PROCUREMENT**C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the Victor Khanye Local Municipality 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 Victor Khanye Local Municipality is applicable to this project. Refer to the Tender Data.

C3.3.2 SUBCONTRACTING**C3.3.2.1 Scope of mandatory subcontract works**

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: CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS**C3.4.1.1 Applicable SANS 1200 Standardized Specifications for Civil Engineering Construction**

- (a) The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	: General (1986)
SANS 1200 AA	: General (Small Works) (1986)
SANS 1200 AB	: Engineer's office (1986)
SANS 1200 C	: Site clearance (1982)
SANS 1200 D	: Earthworks (1988)
SANS 1200 DA	: Earthworks (small works) (1990)
SANS 1200 DB	: Earthworks (pipe trenches) (1989)
SANS 1200 DM	: Earthworks (roads, subgrade) (1981)
SANS 1200 G	: Concrete (structural) (1982)
SANS 1200 L	: Medium-pressure pipelines (1983)
SANS 1200 LB	: Bedding (pipes) (1983)
SANS 1200 M	: Roads (General) (1981)
SANS 1200 ME	: Subbase (1981)
SANS 1200 MF	: Base (1981)

- (b) The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.
- (c) The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardized specifications

C3.4.1.2 National and International Standards

Not applicable.

C3.4.1.3 Project and Particular Specifications

Section 2: Project Specifications – SANS 1200

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications for Civil Engineering Construction

Variations and additions to the SANS 1200 Standardized Specifications listed in C3.4.1.1 and the Particular Specifications (if applicable) listed in C3.4.1.3 are given in section C3.4.6.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

Reticulated potable water supply is available in the vicinity of the site.

The responsible water supply authority around the site is Victor Khanye Local Municipality.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

(b) Electricity supply

Reticulated electrical power supply is available in the vicinity of the site.

The responsible electricity supply authority around the site is Victor Khanye Local Municipality.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

(c) Excrement disposal

Water borne type disposal systems exist in the vicinity of the site.

The responsible sewage disposal authority is Victor Khanye Local Municipality.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of subclause C3.4.2.2(d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

(d) Area for contractor's site establishment

A specific area near or on the site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Employer and the Contractor shall have sole use of such area for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

The Contractor shall provide on the site, for the duration of the Contract the following facilities for the Engineer:

Refer to applicable specifications in C3.4.1.1.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the site during the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Site usage

The Contractor's employees will not be allowed to stay on site except for the duration of a working day. The only person to be allowed on site for the duration of a calendar day will be the site guard(s).

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out daily.

C3.4.2.4 Permits and way leaves

The Employer shall be responsible to obtain permits and/or way leaves if required for this Contract.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

(b) Testing and quality control

(i) Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

(ii) Additional testing required by the Engineer

In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of subclause C3.4.2.5(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (eg re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(ii): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

All matters pertaining to subcontractors (including Selected Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(d) Opening up and closing of designated borrow pits

Refer to standardized and or projects specifications.

(e) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to always provide access. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(g) Employment of local labour and CLO

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(1) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions if applicable.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.

- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters in writing.
- (xi) All such other duties as agreed upon between all parties concerned.

(2) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer with a minimum salary of R 8,735-00 per month.

The CLO shall be paid pro rata for work done over a calendar month.

(3) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

(h) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(i) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered

will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

(j) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(k) Workmanship and quality control

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

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to abnormal rainfall

- (a) In accordance with Subclauses 2.1.2.2 and 5.12.2.2 in the GCC (2015), extension of time in respect of delays resulting from abnormal climatic conditions on the site will only be considered if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the approved working programme of the Contractor has been brought to a halt.
- (b) Delays on working days only (five-day working week) will be considered for the extension of time.
- (c) The Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will NOT receive any extension of time.
- (d) The value of "n" shall be as follows:

"n"	Month	"n"	Month
1	October	2	February
2	November	1	March
2	December	1	April
3	January	1	May

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

Not applicable.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which does not conform to the approved samples submitted in terms of Subclause 7.4 of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 7.4.4 of the General Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT**C3.4.4.1 Requirements for equipment**

Equipment to be utilised must be such that the work can be executed in an efficient manner. Old plant which leak hydraulic fluid and have breakages shall be removed from site and replaced with proper plant.

C3.4.4.2 Equipment provided by the employer

No equipment will be provided by the Employer.

C3.4.5 EXISTING SERVICES**C3.4.5.1 Known services**

All known services are indicated on the drawings. The onus rests on the Contractor to locate the known services before any construction commences.

C3.4.5.2 Treatment of existing services

Existing services shall be relocated or removed as indicated on the drawings only at the instruction of the Engineer.

C3.4.5.3 Use of detection equipment for the location of underground services

The Contractor shall utilise whatever necessary equipment to locate underground services. No extra payment will be done for this, except for items listed in the Bill of Quantities.

C3.4.5.4 Damage to services

Damage that occurs to unknown services during construction will be paid by the Employer through contingencies.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the time and cost of the Contractor.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Engineer immediately when a service or structure is damaged. The extent of the damage and a proposal how to reinstate the service or structure shall be submitted to the Engineer on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Engineer. The Contractor shall inform and render all reasonable assistance to the service or structure owner with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state before damage occurred.

C3.4.6 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS (if applicable)

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 "PS" 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 "PS", followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

SECTION 2 : PROJECT SPECIFICATION

SANS 1200 A : GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

Samples, on which control the Engineer requires testing, shall be delivered free of charge to a recognised commercial laboratory. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out of the Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs and from benchmarks where applicable. Otherwise existing stand boundaries will be used as reference. The Contractor shall, within two weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

No extra compensation will be applicable for the setting out of the works. It will be deemed covered by other tendered rates.

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

The crossing of existing streets with services must be done in half widths.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

PS A 5.9 COMMUNITY LIAISON OFFICER

The Contractor in consultation with the PSC and the Local Municipality shall appoint a Community Liaison Officer. His/her role will be to liaise between the contractor, labourers, community and PSC. The contractor will pay his remuneration and a provisional sum has been provided for this expenditure. The CLO will assist with the recruitment of labour, based on recommendations by the PSC. The CLO must submit a written report about the status of the project at every site meeting. It is the responsibility of the contractor to ensure that the CLO attends site meetings and submit a report in writing.

A 7 TESTING**PS A 7.2 APPROVED LABORATORIES**

Substitute A 7.2 with the following:

Only laboratories that are SANAS accredited (civils, materials, testing laboratories) shall be regarded 'approved'.

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements as specified in the relevant SANS standards.

A 8 MEASUREMENT AND PAYMENT**A 8.2 PAYMENT****PS A 8.2.5 Adjusted Payment for Time-Related Items**

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended by means of a variation order:

$$\text{Sum of Tendered amounts for time-related items} \times \frac{\text{Extended contract period as authorised by variation order}}{\text{Tendered contract period}}$$

The above-mentioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

PS A 8.3.1 Contractual Requirements

Add the following paragraph:

"The tendered amount shall be paid pro-rata per year during the implementation of the multi-year project. The portion payable for the first year shall not be escalated. The second and subsequent years shall be escalated."

PS A 8.4.1 Contractual Requirements

Add the following paragraph:

“The tendered amount shall be paid pro-rata per year during the implementation of the multi-year project. The portion payable for the first year shall not be escalated. The second and subsequent years shall be escalated.

PS A 8.5 Sum stated provisionally by Engineer

g)	Provision for OHS Agent	Unit : Prov Sum
h)	Provision for Community Liaison Officer	Unit : Prov Sum
i)	Provision for Water Treatment Facility	Unit : Prov Sum
j)	Overheads, charges and profit on items	Unit : %
k)	provision for bulk electricity from Eskom	Unit : Prov Sum
l)	Overheads, charges and profit on item	Unit : %

The provisional sums will be dealt with as per Clause 6.6 of the GCC. The onus to do direct payments to subcontractors for work done under this item, rests solely with the Employer.

SECTION 2 : PROJECT SPECIFICATION

SANS 1200 AB : ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.1 NAME BOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

PS AB 3.2 OFFICE BUILDINGS

Office building(s) are not required for the Engineer.

AB 5 CONSTRUCTION

PS AB 5.1 NAME BOARDS

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

SECTION 2 : PROJECT SPECIFICATION

SANS 1200 C : SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing, and demolition of structures shall be disposed off at the site indicated during the site clarification meeting.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

The Engineer will indicate to the Contractor, which areas need to be cleared and grubbed. The Contractor may proceed with clearing and grubbing of pipe routes limited to a 3 m wide strip only after the Engineer has indicated the above-mentioned routes. Measurement and payment for clearing and grubbing shall only occur for areas as instructed in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

Trees outside street, channel and pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

A penalty of R 5,000-00 per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

The existing fences must be repaired to its original state immediately after damage to it has occurred. No additional payment will be applicable for repair work.

SECTION 2 : PROJECT SPECIFICATION**SANS 1200 D & DB : EARTHWORKS & EARTHWORKS (PIPE TRENCHES)****D 3 MATERIALS****D 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES****PS D 3.1.1 Method of classifying**

Material will only be classified as “Soft Excavation” and “Hard Rock Excavation” as defined in Clause 3.1.2 of 1200 D.

‘Soft’ and ‘Intermediate’ excavation shall be classified as “Soft Excavation”. ‘Hard Rock’ excavation, ‘Boulder excavation Class A’ and ‘Boulder excavation Class B’ shall be classified as “Hard Rock Excavation”.

D 3.3 SELECTION**PS D 3.3.1 General**

Replace the second paragraph with the following:

The Contractor must be selective in all excavations for pipe trenches in order to ensure that all suitable material will not be contaminated by unsuitable material. No extra payment will be made in this regard and all costs incurred in this way will be considered to be included in the rate for the relevant item. If contamination of suitable material does occur the contractor will be expected to remove the contaminated material and supply material of at least the same quality as the in situ suitable material at his own time and expense.

PS DB 3.5 BACKFILL MATERIALS

Add the following to DB 3.5(b):

- c) All pipe trenches crossing street reserves shall be classified as areas subject to loads from road traffic.

DB 4 PLANT**PS DB 4.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

DB 5 CONSTRUCTION**PS DB 5.1.2 Storm Water, Seepage and De-watering of Excavations**

The cost of dealing with any water shall deem to be included in the tendered rates for excavation and no additional payment will be made in this respect.

PS DB 5.2 MINIMUM BASE WIDTHS SPECIFIED

Substitute paragraph (b) of DB 5.2 with the following:

The minimum base width for all pipes with a diameter of 300 mm or less shall be 600 mm plus the outside diameter of the pipe, irrespective of the depth at which they are laid, except for house water connections where the paid base width shall be 400 mm.

Bedding is required for all pipes with a diameter greater than 50 mm.

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

No open trenches longer than 100 meters at a time will be allowed. As the trenches are dug, bedding must be done, and the pipes must be laid in a continuous manner.

PS DB 5.5 TRENCH BOTTOM

Substitute "90 %" in the second paragraph of DB 5.5 with "93 % (100 % for sand)".

DB 5.7 COMPACTION

PS DB 5.7.2 Areas subject to traffic loads

Add the following to DB 5.7.2:

All pipe trenches that cross a street reserve will be regarded as areas subject to traffic loads.

Sand backfilling shall be compacted to 100 % of MOD AASHTO density.

DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.2 Private property and commonage

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily planted, watered during construction and replanted after backfilling. No additional payment will be done for these actions and shall be deemed included in other rates.

SECTION 2 : PROJECT SPECIFICATION

SANS 1200 L : MEDIUM PRESSURE PIPELINES

L 3 MATERIAL

PS L 3.1 GENERAL

Substitute the first sentence of L 3.1 with the following:

“Types and classes of pipes shall be as scheduled.”

Add the following:

“PS L 3.7.3 STAINLESS STEEL PIPES

PS L 3.7.3.1 General

Stainless steel pipes shall be plain ended or flanged, as shown on the drawings. Pipe wall thicknesses shall comply with ASTM Schedule 105 and flanges shall comply with SANS 1123, Table 1600/3.

PS L 3.7.3.2 Grade and welding procedure

The grade of stainless steel shall be 316L.

Welding procedure shall be only those recommended by the stainless steel manufacturer or by the South African Institute of Welding. Written confirmation that welding has been carried out by welders coded to ASME IX, 1995, shall be provided prior to manufacturing.

Welds shall be smooth and free from blowholes, undercuts, sharp projections and similar visual defects.

Stainless steel fabrications shall be carried out in a clean working place where there is no contamination by mild steel. Grinding and polishing equipment shall be dedicated and shall not be contaminated with other metals.

Stainless steel shall be handled in such a way as to avoid scratching of the surface.

PS L 3.7.3.3 Pickling and passivation

Cut edges, welds and heat affected surfaces shall be pickled and passivated to remove all discolorations, pickling and passivating pastes shall be used as prescribed by the manufacturer.

Care shall be taken not to exceed the maximum contact time recommended. No heat discoloration shall remain after pickling and passivation. After passivation, surfaces shall be thoroughly washed to remove all traces of acid.”

PS L 3.8 JOINTING MATERIALS

PS L 3.8.3 Flanges and accessories

Add the following to L 3.8.3:

“Flanges shall be drilled to SANS 1123 Table 1600/3.

Bolts, nuts and washers shall comply with PS L 3.9.5”

PS L 3.8.4 Loose Flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

“Bolts and nuts shall comply with the requirements of SANS 135.”

PS L 3.9 CORROSION PROTECTION

PS L 3.9.5 Joints, Bolts, Nuts and Washers

Substitute L 3.9.5 with the following:

“All joints, bolts, nuts and washers shall be stainless steel. Stainless steel bolts used on mild steel pipes and fittings shall be provided with nylon sleeves and felt washers to prevent contact between the stainless steel and the mild steel.”

PS L 3.10 VALVES

Detail technical information of all valves must be submitted to the Engineer for approval before ordering.

PS L 3.10.1 Gate/Scour Valves

All gate/scour valves must be cast iron AVK valves in accordance with SANS 664 and SANS 665 and fittings in accordance with JASWIC R18-1986 or similar and of the water works type suitable for a working pressure of 1,6 MPa. All gate/scour valves must be able to open and close against a differential pressure equal to work pressure.

Gate/scour valves shall be as shown on the drawings and shall open anti-clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

PS L 3.10.2 Fire Hydrants

Fire hydrant steel pipes shall be manufactured of SANS 62, heavy-duty pipe. All joints shall be flanged to SANS 1123 Table 1600/3, except where Viking Johnson couplings are shown on the drawings. The pipe-work shall include all pipes, joints, valves, hydrant tee, fittings and the Pretoria type vandalism proof hydrant.

Hydrant installations shall be supplied with all the fittings and pre-cast concrete support stand complete as shown on the drawings.

PS L 3.10.3 Butterfly Valves

Butterfly valves shall be fully flanged.

The valves shall be fitted with gearboxes with stainless steel shafts. The body shall be clad with rubber.

Butterfly valves shall be similar and equal to the “compact” type with a working pressure of 1,0 MPa.

Flanges shall be drilled according to SANS 1123 Table 1600/3.

PS L 3.10.4 Air Valves

Air valves shall be of the "Vent-O-Mat RBX"- type and shall be able to withstand pressures of up to 1,6 or 2,5 MPa whichever is applicable.

The valves shall vary between 25 mm to 50 mm diam.

PS L 3.10.5 Electromagnetic Flow Meter

The meter shall be a 100 and 250 mm diameter flanged meter with the following features:

- a) stainless steel flow tube,
- b) obstruction less bore,
- c) automatic zero and span stability,
- d) no need for electrode cleaning,
- e) sensor removable with pipe under pressure,
- f) grounding ring,
- g) remote converter in control room.

The meter shall be able to read a min flow of 10 ℓ/s and a max flow of 100 ℓ/s.

L 4 PLANT

L 4.1 HANDLING AND RIGGING

Add the following:

PS L 4.1.1 Transportation

Pipes and valves shall be protected during transportation and handling against damages caused by impact, dropping, etc. Special care shall be taken during transportation to protect pipes and valves. All pipes and valves shall be inspected for defects immediately before laying and faulty pipes/valves or pipes/valves that have suffered damage, which would affect their serviceability, shall not be used in the Works.

PS L 4.1.2 Off-loading and storage

Pipes/valves which cannot be off-loaded by hand shall only be lifted by means of suitably approved broad band slings. The use of wire, chains, hooks, crowbars and similar items shall not be permitted, and the pipes, fittings and specials shall not be handled in such a manner as could cause damage to occur.

Pipes, fittings and specials shall at no time be laid, stacked or rolled directly into the ground but shall be supported on suitable padded cradles or other approved material near each end of the pipe, fittings or special. Care shall be taken where pipes with fitted couplings are handled or stacked to prevent any pressure on the couplings.

All pipe work as well as the rubber sealing rings in pipe couplings shall be protected from the elements to prevent deterioration of the pipe work.

No concessions will be made in the above regard and failure on the Contractor's part to comply shall be considered just cause for the Engineer to order such part of the works to be closed down.

Where the pipes are to be stored on site it is essential that the storage are be as level as possible and cleaned of any object that may cause damage to the pipes. When a load of pipes arrives ensure that a representative of the manufacturer is present to supervise the off-loading.

PS L 4.1.3 Inspection on delivery

The Engineer will thoroughly inspect all pipes, fittings and specials delivered to the site but his acceptance of same as being in good condition shall not relieve the Contractor of any of his obligations or responsibilities under this Contract.

Materials rejected by the Engineer shall be removed from the site and shall be replaced by other approved materials by the Contractor at his own expense.

PS L 4.2 SETTING OUT

Add the following:

Alignment of the pipes may be done either by means of infra-red sighting equipment or by sight rails. The following method should be followed if alignment is to be done by sight rails:

Prior to the preparation of the pipe bedding, the Contractor is to erect sight rails of 38 mm x 150 mm timber at intervals of a maximum of 60 m or at points of change of pipe gradient, whichever may be the lesser. These shall be supported by wooden posts on each side firmly fixed on solid ground and the rails shall be accurately placed in position as regards alignment and invert level of the proposed trench. The centre line of the trench (i.e. pipeline) shall be denoted on each sight rail, both back and front by a single vertical line drawn thereon, and the rail on either side of the centre line painted in two contrasting colours.

The Contractor shall also provide boning rods of an appropriate length marked in even centimetres for use in the fixing of the trench bottom to the correct line and level.

PS L 4.3 TESTING

Add the following to L 4.3

The Contractor must ensure that the test equipment is in good order and that it is calibrated.

L 5 CONSTRUCTION

L 5.1 LAYING

L 5.1.1 GENERAL

The supplier will provide the contractor with an induction course on good practice for the installation and testing of the pipes. The consultant will inspect the coarse outcome for approval. The final responsibility of the quality of installation lies with the client.

PS L 5.1.4 Depths and Cover

PS L 5.1.4.1 Cover

The minimum cover to the soffit of pipes is 900 mm and 1500 mm when a street is crossed.

L 5.6 VALVE AND HYDRANT CHAMBERS**PS L 5.6.1 General**

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve and hydrant chambers, which are in the document containing drawings, shall supersede the corresponding drawings in the standard specification.

L 5.5 ANCHOR/THRUST BLOCKS

Measurement for anchor blocks will be determined on site by the Engineer after each position has been inspected and shall be according to the drawings.

PS L 7 TESTING**PS L 7.3 STANDARD HYDRAULIC PIPE TEST****PS L 7.3.1 Test pressures and time of test**

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

Substitute L 7.3.1.2 with the following:

The test pressure for field testing shall be 1, 5 times the rated maximum working pressure of the pipe.

Substitute L 7.3.1.3 with the following:

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipeline will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

PS L 8 MEASUREMENT AND PAYMENT**PS L 8.2 SCHEDULED ITEMS****PS L 8.2.11 Anchor/thrust blocks and pedestals Unit : m³**

Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions indicated on the drawings.

PS L 8.2.17 Pipe markers Unit: No

Pipes routes must be marked at least every hundred meters. The pipe marker must be manufactured and installed as per issued drawing. The tendered rate will include the manufacture/supply, labour, installation and punching in of detail on metal plate to the satisfaction of the engineer.

SECTION 2 : PROJECT SPECIFICATION

SANS 1200 LB : BEDDING (PIPES)

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve.

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except house/yard connections, which shall be classified as flexible pipes.

LB 5 CONSTRUCTION

LB 5.1 GENERAL

PS LB 5.1.4 Compacting

Substitute "90 % of MOD AASHTO" in LB 5.1.4 with "93 % of MOD AASHTO (100 % for sand)".

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply of bedding materials measured separately

Add the following to LB 8.1.1.

Payment for bedding material and selected fill material shall only be made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.4 Separate items for cradle and blanket

Substitute LB 8.1.4 with the following:

No distinction shall be made between material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5 Disposal of displaced material

Substitute LB 8.1.5 with the following:

Surplus displaced material shall be evenly spread over the trench to form the shape of a rounded berm. Cross berms will be constructed every 20 meters with the surplus material where the trench is on a slope steeper than 4%. Rocks and stones larger than 50 mm in diameter must be spoiled at a designated site as indicated by the Engineer. No overhaul will be payable. No extra payment will be applicable to this action and it will be deemed included in other rates.

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SANS Standards

The SANS 1200 Standardized 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

(a) Maintenance of access and streets

Not applicable.

(b) Blasting operation

Not applicable.

(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) 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 in any way.

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

(e) 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.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 48 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 Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall arrange with the Technical Department of the Municipality and the Engineer the sequence of the works to ensure the surrounding residents are fully informed.

C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

C3.5.1.5 Environmental Management Plan (EMP)

The contractor shall comply with the following, but not limited to, environmental requirements. These requirements are supplementary to the latest amended OHS Act.

(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 Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer 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 Engineer.

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 Engineer 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 Engineer. 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 Engineer. 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 Engineer. 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 Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be waterproof. 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 Engineer 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 the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. 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 Engineer 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 Engineer 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 Engineer.

(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 Engineer 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 Engineer.

Where possible, the Contractor shall ensure that the refuelling 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 Engineer to refuel at any other place. Contaminated material and wastewater at the refuelling 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 Engineer;

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 Engineer 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.

C3.5.1.6 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C3.5.1.7 Other Contractors on site

No other pipe construction contractors will be on site unless approved by the engineer.

C3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

C3.5.1.9 Format of communications

All communication regarding the Contract shall be channelled through the Engineer or his representative in writing.

C3.5.1.10 Planning and programming

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

C3.5.1.11 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary (triplicate format) to be supplied by the Contractor before commencement date of the project.

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 Engineer his Health and Safety 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 Engineer.

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, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

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, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 5(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 6(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.

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

No specific measures have to be taken against disease and epidemics on site.

C3.6.6 AIDS AWARENESS

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

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

PART C4 SITE INFORMATION

PART C4: SITE INFORMATION

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C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

C4.1.1 NATURE OF GROUND

The area is underlain with shale, minor limestone/dolomite, basalt, and tuff of the Silverton Formation, Pretoria Group, Transvaal Supergroup.

Hard rock and boulder excavation will be encountered during construction.

The onus rests with the Contractor to acquaint him/her with the nature of the ground.

C4.1.2 SUBSOIL CONDITIONS

Subsoil water (seepage) could be experienced from approximately 1 m downwards.

The inflow of water from surrounding excavated faces is possible and the Contractor must make provision for the 'handling' of the seepage and stormwater on a continuous basis until completion.

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

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APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHS 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 OHS 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 OHS 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.

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

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

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

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

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, Engineer, 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, Engineer, 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
- (s) 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 Engineer, 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 OHS 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)).

OHS 9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 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 (OHS 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 Engineer 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 Engineer 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 Engineer are submitted to the Engineer 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 October 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 October 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 October 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
authorized 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 OHSA 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 ENGINEERS 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 authorised 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 atfor 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 Engineer, 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 (when
applicable)

Date

Client

Date

VICTOR KHANYE LOCAL MUNICIPALITY

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: VKLM/RW12/MIG/P3/2025/2026

FOR

**DRILLING REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND
PROVISION OF ELEVATED TANK – CONSTRUCTION OF RAISING MAIN AND
ENERGISING OF BOREHOLES WITH ACCESSORIES**

APPENDIX B: DRAWINGS FOR TENDER PURPOSES

DRAWINGS

