

# VICTOR KHANYE LOCAL MUNICIPALITY



## DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY - DRILLING & TESTING OF BOREHOLES

**TENDER NUMBER: T/RW12/MIG/P2/2022/2023/C**

**TENDERER NAME:**

**CLOSING DATE: 05 DECEMBER 2022**

**EMPLOYER:**

**ENGINEER:**



**VICTOR KHANYE LOCAL MUNICIPALITY**  
PO Box 6  
Delmas  
2210

Tel: 013-665 6005  
Fax: 013-665 2913



**TFC ENGINEERS (Pty) Ltd**  
PO Box 11484  
Aerorand; Middelburg  
1070

Tel: 013-752 7475  
E-mail: info@tfce.co.za

(i)

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL  
MUNICIPALITY – DRILLING & TESTING OF BOREHOLES**

**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : \_\_\_\_\_

CONTRACT PRICE : R \_\_\_\_\_  
(Amount brought forward from the Form of Offer and Acceptance)\*

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. It is compulsory to attach required documents to the relative page (where requested). Any other form of presentation (loose pages or separate documents) will not be accepted.

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

**Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil 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>Standardized Specification 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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## **PART T1: TENDERING PROCEDURES**

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**VICTOR KHANYE LOCAL MUNICIPALITY**

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**FOR**

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MUNICIPALITY – DRILLING & TESTING OF BOREHOLES**

**PART T1 TENDERING PROCEDURES**

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

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MUNICIPALITY – DRILLING & TESTING OF BOREHOLES**

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

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**VICTOR KHANYE LOCAL MUNICIPALITY****CONTRACT NO: T/RW12/MIG/P2/2022/2023/C****FOR****DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY – DRILLING & TESTING OF BOREHOLES****T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS**

Victor Khanye Local Municipality invites Suitable service providers to submit proposal on the goods and /or services listed hereunder:

Department	Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
Technical Services	T/RW12/MIG/P2/2022/2023/C	<p>Sighting, drilling, and testing of four (4) boreholes in Brakfontein and Groenfontein in the Victor Khanye Local Municipality.</p> <p>The coordinates for the two settlements are:</p> <p>Groenfontein 26°01'53.65" S 28°45'58.68" E</p> <p>Brakfontein 26°12'35.90" S 28°52'57.91" E</p>	3 CE	N/A	05 December 2022 @ 10:00

**Collection of tender documents:** Tender documents can be downloaded on the **E-Tender portal (www.etender.gov.za)** or can be obtained on payment of a non-refundable fee (R1007.70) 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 weekends and public holidays**. **Tender documents will be available on 27 October 2022.**

Duly completed bid documents and supporting documents which are, **COPY OF TAX CLEARANCE CERTIFICATE AND PIN, CERTIFIED COPY OF B-BBEE CERTIFICATE, MBD1, MBD2, MBD4, MBD6.1, MBD8 & MBD9, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY and CSD REGISTRATION FULL REPORT**, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.:T/RW12/MIG/P2/2022/2023/C: DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY – DRILLING & TESTING OF BOREHOLES, CLOSING DATE: 05 December 2022** with the name of the bidder shall be placed in the bid box at MUNICIPAL OFFICES, SAMUEL ROAD, DELMAS, before 10:00 on the closing date

A compulsory Site Inspection will not take place.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.



T1.1-2

Procurement Enquiries	:	Mr David S Mahlangu	(013) 665 6000
Technical Enquires	:	Louis Fourie (Pr Eng)	(013) 752 7475
Employer	:	Municipal Manager, Victor Khanye Local Municipality P. O. Box 6, Delmas, 2210	Mr TM Mashabela

VISIT OUR WEBSITE – [www.vklm.gov.za](http://www.vklm.gov.za)

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

Tender Notice T/RW12/MIG/P2/2022/2023/C

**VICTOR KHANYE LOCAL MUNICIPALITY****CONTRACT NO: T/RW12/MIG/P2/2022/2023/C****FOR****DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY – DRILLING & TESTING OF BOREHOLES****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.

<b>Clause Number</b>	<b>Data</b>
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard Conditions of Tender.</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	The Employer is: <b>Victor Khanye Local Municipality, Samuel Road, Delmas, 2210</b>
3.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering Procedures</b></p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p><b>Part T2 Returnable Documents</b></p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OHS Act, 1993 (white)</p>

Clause Number	Data								
	<p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p> <p><b>Part C3 Scope of Works</b></p> <p>C3.1 Scope of Works (blue)</p> <p>C3.2 Engineering (blue)</p> <p>C3.3 Procurement (blue)</p> <p>C3.4 Construction (blue)</p> <p>C3.5 Management (blue)</p> <p>C3.6 Health and Safety (blue)</p> <p><b>Part C4 Site Information</b></p> <p>C4 Site Information (green)</p> <p><b>Appendices</b></p> <p>Appendix A Health and Safety Specification (white)</p> <p>Appendix B Drawings for Tender Purposes (white)</p>								
3.4	<p>The Employer's Agent is:</p> <p>Name: TFC Engineers (Pty) Ltd</p> <p>Address: PO Box 11484 Aerorand, MIDDELBURG 1050</p> <p>Tel: 013 752 7475</p> <p>E-mail: info@tfce.co.za</p>								
3.5	The language for communications is English.								
3.6	The competitive negotiation procedure shall not be applied.								
4.1	<p>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:</p> <p>a) CIDB registration</p> <p>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 <b>3 CE or higher class</b> of construction work, are eligible to have their tenders evaluated.</p> <p>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.</p> <p>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.</p> <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>CE 2</td><td>R 1m</td></tr> <tr> <td>CE 3</td><td>R 3m</td></tr> <tr> <td>CE 4</td><td>R 6m</td></tr> </tbody> </table>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	CE 2	R 1m	CE 3	R 3m	CE 4	R 6m
Category of tender	Upper limits per CIDB Table 8 Regulation 17								
CE 2	R 1m								
CE 3	R 3m								
CE 4	R 6m								

Clause Number	Data
	<p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the lead partner has a contractor grading designation in the <b>2 CE or Higher class</b> of construction work; and</li> <li>(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 <b>3 CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>b) Key Personnel</p> <p>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 organisation 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.</p> <p>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.</p> <p>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 with SACPCMP as Pr.CM or ECSA as Pr Eng or Pr Tech Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non-responsive.</p> <p>c) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p>
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>(a) read out from the collected lists calling for confirmation that all have signed;</li> <li>(b) close the door and not allow any latecomers to enter.</li> </ol>

Clause Number	Data
	<p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Victor Khanye Local Municipality</p> <p>Physical address: Samuel Road, Delmas, 2210</p> <p>Identification details: Tender T/RW12/MIG/P2/2022/2023/C: Drilling, Refurbishment of Boreholes in Rural Areas and Provision of Elevated Steel Tanks in Victor Khanye Local Municipality – Drilling &amp; Testing of Boreholes</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>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.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form V).
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

Clause Number	Data
	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.
4.16.1	The tender offer validity period is 12 weeks.
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	The time and location for opening of the tender offers are: Time 10:00 on 05 December 2022 Location: Samuel Road, Delmas, 2210
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:

Clause Number	Data
	<p>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.</p> <p>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.</p> <p>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.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>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.</p> <p>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.</p>
5.11	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.
5.11.5	<p>Method 4 Financial offer, quality and preferences is scored as follows:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math>TEV = N_{FO} + N_P + N_Q</math>  where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  <math>N_Q</math> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>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.</p> <p>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.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> <li>• do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li> <li>• failed to complete the tender document comprehensively with all the required information.</li> </ul>

Clause Number	Data																														
5.11.7	<p>The financial offer will be scored using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p><math>N_{FO}</math> = the number of evaluation points awarded for the financial offer</p> <p><math>W_1</math> = the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value more than R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p><math>A</math> = the number calculated using Formula 2 (Option 1)</p> <p>Table 1: Formulae for calculating the value of <math>A_a</math></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td><td><math>A = P_m / P</math></td></tr></table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$																		
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>																												
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$																												
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$																												
5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus <math>W_1</math> 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).</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of Points for Financial value up to and including R 50 000 000.00</th><th>Number of Points for Financial value above R 50 000 000.00</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr></table> <p>Eligibility for preference points will be determined as follows:</p> <ul style="list-style-type: none"><li>A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of</li></ul>	B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R 50 000 000.00	Number of Points for Financial value above R 50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant Contributor	0	0
B-BBEE Status Level of Contributor	Number of Points for Financial value up to and including R 50 000 000.00	Number of Points for Financial value above R 50 000 000.00																													
1	20	10																													
2	18	9																													
3	14	6																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-compliant Contributor	0	0																													



Clause Number	Data												
	<p>2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and</p> <ul style="list-style-type: none"> <li>• The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D; and</li> <li>• The certificate Shall:</li> <li>• Be an original or an original certified copy of the original; and</li> <li>• Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or</li> <li>• Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or</li> <li>• Have been issued prior to 30 September 2016 by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or</li> <li>• Be valid at the tender closing date; and</li> <li>• Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and</li> <li>• Compliance with any other information requested to be attached to Returnable Schedule Form D; and</li> <li>• If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and</li> <li>• Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and</li> <li>• In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and</li> <li>• If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.</li> </ul>												
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="408 1310 1426 1585"> <thead> <tr> <th data-bbox="408 1310 1198 1406">Description of Quality Criteria</th><th data-bbox="1198 1310 1426 1406">Maximum number of points</th></tr> </thead> <tbody> <tr> <td data-bbox="408 1406 1198 1442">Company Experience</td><td data-bbox="1198 1406 1426 1442">25</td></tr> <tr> <td data-bbox="408 1442 1198 1478">Construction Team Key Personnel</td><td data-bbox="1198 1442 1426 1478">30</td></tr> <tr> <td data-bbox="408 1478 1198 1514">Plant and Equipment</td><td data-bbox="1198 1478 1426 1514">35</td></tr> <tr> <td data-bbox="408 1514 1198 1550">Financial References</td><td data-bbox="1198 1514 1426 1550">10</td></tr> <tr> <td data-bbox="408 1550 1198 1585"><b>Total evaluation points for quality (M<sub>s</sub>)</b></td><td data-bbox="1198 1550 1426 1585"><b>100</b></td></tr> </tbody> </table> <p>“(d) Tender offers will only be considered responsive if the minimum quality requirement of 70 points is achieved.</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous company experience, personnel expertise, availability of plant and equipment, and financial capability to undertake a project of this nature.</p> <p>Tenderers are required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that item.</p> <p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p>	Description of Quality Criteria	Maximum number of points	Company Experience	25	Construction Team Key Personnel	30	Plant and Equipment	35	Financial References	10	<b>Total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>
Description of Quality Criteria	Maximum number of points												
Company Experience	25												
Construction Team Key Personnel	30												
Plant and Equipment	35												
Financial References	10												
<b>Total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>												

Clause Number	Data		
	<b>1. Company Experience (Maximum points obtainable 25)</b>		
	<b>Company Experience</b>	<b>Minimum threshold</b>	<b>Points</b>
	Provide the names of current/recent contactable references for each project <u>of a similar nature</u> that the bidder has executed in the last five years. A maximum of five (5) projects of similar scope and complexity. Only current/recent projects to the value of R1 million or more shall be considered. The information to be provided is: <ul style="list-style-type: none"> <li>Customer</li> <li>Company name</li> <li>Contact person</li> <li>Address</li> <li>Phone number</li> <li>Contract value</li> <li>Duration of contract</li> <li>Brief description of the services provided. Attach certified appointment letters and completion certificates</li> </ul>	13	Points per project: Only five projects to be considered. Maximum of 25 points
			> 5mil = 5 points
			> 4mil = 3 points
			> 3mil = 3 points
			> 2mil = 2 points
			> 1mil = 1 point
			< 1mil = 0 points
		13	Five (5) project to the value of R5 million each will score as follows 5x5 = 25 points
			Five (5) project to the value of R1 million each will score as follows 5x1 = 5 points
		<b>13</b>	<b>25</b>
	<b>2. Construction Team Key Personnel (Maximum points obtainable 30)</b>		
	<b>Key personnel experience</b>	<b>Minimum threshold</b>	<b>Project Leader</b>
	For the purpose of this bid, the service provider will need to provide details of team's previous experience in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).	20	Registered with SACNASP Geohydrology / Geology Practitioner with MSc in Geohydrology, Geology or Natural Science with experience of five (5) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).
			Registered with SACNASP Geohydrology / Geology Practitioner with BSc (hons) in Geohydrology, Geology or Natural Science with experience of five (5) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).
			Registered with SACNASP with Diploma in Geohydrology, Geology or Natural Science. with experience with experience of five (5) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).

Clause Number	Data		
		<p>Registered with SACNASP with Diploma/ MSc/ BSc (hons) in Geohydrology, Geology or Natural Science. with experience of five (5) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).</p> <p>Not registered with SACNASP with Diploma/ MSc/ BSc (hons) in Geohydrology, Geology or Natural Science. with experience of five (5) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).</p>	0
		<b>Site Supervisor</b>	<b>Points</b>
		Registered with SACNASP Geohydrology / Geology Practitioner with BSc (hons) in Geohydrology, Geology or Natural Science with experience of three (3) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).	10
		Registered with SACNASP with Diploma in Geohydrology, Geology or Natural Science. with experience of three (3) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).	5
		<p>Registered with SACNASP with Diploma/ MSc/ BSc (hons) in Geohydrology, Geology or Natural Science. with experience of three (3) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).</p> <p>Not registered with SACNASP with Diploma/ MSc/ BSc (hons) in Geohydrology, Geology or Natural Science. with experience of three (3) years and above in Geohydrological Studies (i.e., Geophysical Survey, Drilling and Aquifer Testing).</p>	0
		<b>Drill Operator</b>	<b>Points</b>
		Certificate of surface drilling rig with experience of two (2) years and above in Geohydrological Studies (i.e., Geophysical	10

Clause Number	Data			
			Survey, Drilling and Aquifer Testing).	
			No attachment	0
	Total (maximum)	20		30
	3. Plant and Equipment (Maximum Points obtainable 35)			
	Plant	Minimum threshold	Points for Ownership	Points for Hiring/Renting
	1 x Air Percussion drilling rig (4x4 or 6x6)	10	20	5
	1 x Test rig (mono-pump with gearbox or a submersible pump with a variable speed drive)		15	5
	Total (Maximum		35	10
	The Tenderer must attach relevant documentation proving ownership of the above plant to achieve 35 of points or letter of intent for hire in order to achieve 10 of points.			
	4. Financial Reference (Maximum Points obtainable 10)			
Description	Minimum threshold	Bank Code	Score	
Adequate – Good for the amount strictly in accordance with business	10	C	10	
Poor – Reasonable business risk (additional motivation will be required prior appointment)		D	6	
Inadequate and risky		E	4	
Contractor’s letter of intent from a registered financial institution of guarantor in the amount of 10% for surety		F	0	
Total (Maximum)	10		10	
This measures the ability of the contractor to finance working capital requirements before the first claim is paid by the Employer.				
5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: <ul style="list-style-type: none"><li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) CSD is compulsory for any company to bid.</li><li>the tenderer is in good standing with SARS according to the Central Supplier Database;</li><li>the tenderer submits an <b>Original</b> 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</li></ul>			

Clause Number	Data
	<ul style="list-style-type: none"> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>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;</li> <li>the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>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;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>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.</li> </ul>
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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION  
OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY –  
DRILLING & TESTING OF BOREHOLES**

**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:

### 1. Returnable Schedules required for Tender evaluation purposes

FORM A1.	Invitation to Bid ( <b>MBD1</b> )
FORM A2.1	Record of Addenda to Tender Documents
FORM A2.2	Proposed amendments and qualifications
FORM A3.1.	Preferencing Schedule: B-BBEE Status ( <b>MBD 6.1</b> )
FROM A3.2.	B-BBEE Compulsory Declaration (In case of a JV)
FORM A4.	Compulsory Enterprise Questionnaire
FORM A5.	Certificate of Attendance at a Tender Site Meeting
FORM A6.	Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
FORM A7.	Registration Certificate of Entity and Bank rating
FORM A8.	Schedule of Tenderer's Experience
FORM A9.1.	Schedule of Key Personnel
FORM A9.2.	Format of Curriculum Vitae (CV)
FORM A10.	Schedule of Sub-Contractors
FORM A11.	Schedule of plant and equipment
FORM A12.	Certificate of Registration with CIDB
FORM A13.	Declaration certificate for local production and content for designated sectors ( <b>MBD 6.2</b> )
FORM A14.	Competence Achievement Schedule
FORM A15.	Registration on National Treasury Central Supplier Database
FORM A16.	Form of Intent to offer a Performance Guarantee
FORM A17.	An Original Tax Clearance Certificate issued by the South African Revenue Services ( <b>MBD 2</b> )
FORM A18	Declaration of Interest ( <b>MBD 4</b> )
FORM A19.	Declaration for Procurement above R10 Million ( <b>MBD 5</b> )
FORM A20.	Declaration of Bidder's Past Supply Chain Management Practices ( <b>MBD8</b> )
FORM A21.	Certificate of Independent Bid Determination ( <b>MBD 9</b> )
FORM A22.	Methodology – Drilling & Testing
FORM A23.	Sample of Borehole Drilling Report
FORM A24.	Sample of Borehole Testing Report

### 2. Other Documents that will be incorporated into the Contract

FORM B1.	Authority of Signatory
FORM B2.	Execution Programme
FORM B3.	Contractor's Health and Safety Declaration
FORM B4.	APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK, Regulation 3(2) of Construction Regulations, 2014

## **COMPULSORY DOCUMENTS**



# FORM A1: PART A – INVITATION TO BID

MBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF VICTOR KHANYE LOCAL MUNICIPALITY</b>					
BID NUMBER:	<b>T/RW12/MIG/P2/2022/2023/C</b>	CLOSING DATE:	<b>05/12/2022</b>	CLOSING TIME:	<b>10:00</b>
DESCRIPTION	<b>DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND PROVISION OF ELEVATED STEEL TANK IN VICTOR KHANYE LOCAL MUNICIPALITY – DRILLING &amp; TESTING OF BOREHOLES</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Victor Khanye Local Municipal Offices, Delmas</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr. L Fourie	
CONTACT PERSON	Mr. D Mahlangu		TELEPHONE NUMBER	013 752 7475	
TELEPHONE NUMBER	013 665 6000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	info@tfce.co.za	
E-MAIL ADDRESS					

## FORM A1: PART B – TERMS AND CONDITIONS FOR BIDDING

**MBD 1 (Cont.)**

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |  |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## FORM A2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## FORM A2.2: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## FORM A3.1: PREFERENCING SCHEDULE: B-BBEE STATUS

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be **below** R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

1.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

1.4 **“bid”** means a written offer in a prescribed form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

1.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 1.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 1.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 1.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.12 **“non-firm prices”** means all prices other than “firm” prices;
- 1.13 **“person”** includes a juristic person;
- 1.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 1.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 1.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person,

## 2. ADJUDICATION USING A POINT SYSTEM

- 1.1 The bidder obtaining the highest number of total points will be awarded to contract.
- 1.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 1.3 Points scored must be rounded off to the nearest 2 decimal places.
- 1.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 1.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 1.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 2. POINTS AWARDED RO PRICE

### 2.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P <sub>s</sub>	=	Points scored for comparative price of bid under consideration
P <sub>t</sub>	=	Comparative price of bid under consideration
P <sub>min</sub>	=	Comparative price of lowest acceptable bid

**3. Points awarded for B-BBEE Status Level of Contribution**

- 3.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	12
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the DCCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificate in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6 BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2, 1.3 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8. SUB-CONTRACTING**

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

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

8.1.1 If yes, indicate:

- i) what percentage of the contract will be subcontracted? \_\_\_\_\_ %
- ii) the name of the sub-contractor? \_\_\_\_\_
- iii) The B-BBEE status level of the sub-contractor? \_\_\_\_\_
- iv) whether the sub-contractor is an EME?

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm:

---

9.2 VAT registration number

---

9.3 Company Registration number

---

9.4 **TYPE OF FIRM** (Tick Applicable Box)

<input type="checkbox"/>	Partnership/Joint venture / consortium
<input type="checkbox"/>	One Person business / sole propriety
<input type="checkbox"/>	Close Corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Other: Specify

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

---



---

9.6 MUNICIPAL INFORMATION

Municipality where business is situated

---

Registered Account Number

---



Stand Number

9.7 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? \_\_\_\_\_

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restricted the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....
2. ....

.....  
**SIGNATURE(S) OF BIDDER(S)**

ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## FORM A3.2: B-BBEE COMPULSORY DECLARATION (IN CASE OF A JV)

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

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	(State Not Registered if not registered for VAT)

### Section 4: CIDB registration number

<b>CIDB Registration number (if applicable)</b>	
---	--

### Section 5: National Treasury Central Supplier Database

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

### Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

- |  |   |
|--|---|
| d) a member of any municipal council                                     | <input type="checkbox"/> 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) |
| e) a member of any provincial legislature                                |   |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| 3. a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| 4. an official of any municipality or municipal entity                   |   |

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

**\*insert separate page if necessary**

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

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

☐ Yes      ☐ No (Tick appropriate box)

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

#### **Section 10: Declaration**

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

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

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

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

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

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

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

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

**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

## FROM A4: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: 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 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> 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 (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province |   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |
|  | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

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 authorised 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 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 fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) 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

Identity  
number

Position

*Enterprise  
name*

**FORM A5: CERTIFICATE OF ATTENDANCE AT A TENDER SITE MEETING**

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**FORM A6: CERTIFICATE OF AUTHORITY OF JOINT VENTURES / CLOSE CORPORATIONS / PARTNERSHIP / COMPANY / SOLE PROPRIETOR  
(CERTIFIED COPIES OF THE IDENTITY DOCUMENTS IN THE CASE OF SOLE PROPRIETOR)**

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE OF COMPANY**

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No. T/RW13/MIG/P2/2021/2022 and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr/Ms ..... , acting  
 in the capacity of....., to sign all documents in  
 connection with the tender for Contract No. T/RW13/MIG/P2/2021/2022 and any contract resulting  
 from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,  
 ....., hereby authorize Mr/Ms ..... ,  
 acting in the capacity of ..... , to sign all documents in connection  
 with the tender for Contract No. T/RW13/MIG/P2/2021/2022 and any contract resulting from it on our  
 behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

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

...

....., authorised signatory of the company .....

...

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

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

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the Business

trading as .....

**Signature** of Sole owner: .....

As Witnesses:

Date:

1.....

2. ....

**FORM A7: REGISTRATION CERTIFICATE OF AN ENTITY**

***Important note to Tenderer:***

- 1. Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included***
- 2. Bank letter to be attached here. To be specific to this project and not older than 30 days. The letter shall state the tenderer's ability to finance working capital requirements before the first claim is to be paid by the client.***

<b>FORM A8: SCHEDULE OF THE TENDERER'S EXPERIENCE</b>
---

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed.....

Date

Name .....

Position

*Tenderer*

\_\_\_\_\_

## FORM A9.1: SCHEDULE KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others: .....						
.....						
.....						
.....						

Signed.....

Date

Name .....

Position

*Tenderer*



## Site Agent

**Certification:**

.....  
Signature of person named in the schedule

.....  
Date

Provide separate forms for each position listed in the Form: Key Personnel

## Site Foreman

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

.....  
Date

Provide separate forms for each position listed in the Form: Key Personnel

## Safety Officer

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

.....  
Date

**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.**

**FORM A10: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor.

Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>FORM A11: SCHEDULE OF PLANT AND EQUIPMENT</b>
--

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.

- (a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed .....

Date

Name .....

Position

Tenderer .....

**FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://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 F.2.1). 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: .....

## FORM A13: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

### 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);



- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?  
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.  
The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(**Tick applicable box**)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....  
 (b) Practice number: .....  
 (c) Telephone and cell number: .....  
 (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## FORM A14: COMPETENCE ACHIEVEMENT SCHEDULES

Functionality Points will be spread as follows (100 points maximum). Refer to Tender Data clause F.3.11:

### 1. COMPANY EXPERIENCE – 25 POINTS

Evaluation shall be based on the largest projects executed in the past five (5) years. Only experience from the tendering entity, and not by staff members, shall be considered.

COMPANY EXPERIENCE	Returnable schedule Ref	Minimum Threshold	Points
<p>Provide the names of current/recent contactable references for each project <u>of a similar nature</u> that the bidder has executed in the last five years. A maximum of five (5) projects of similar scope and complexity. Only current/recent projects to the value of R1 million or more shall be considered. The information to be provided is:</p> <ul style="list-style-type: none"> <li>▪ Customer</li> <li>▪ Company name</li> <li>▪ Contact person</li> <li>▪ Address</li> <li>▪ Phone number</li> <li>▪ Contract value</li> <li>▪ Duration of contract</li> <li>▪ Brief description of the services provided. Attach certified appointment letters and completion certificates</li> </ul>	<p>Competence Achievement Schedules: FORM A14 Table A1</p> <p>(Also in line with <b>FORM A8</b>)</p>	13	Points per project: Only five projects to be considered. Maximum of 25 points
			> 5mil = 5 points
			> 4mil = 3 points
			> 3mil = 3 points
			> 2mil = 2 points
			> 1mil = 1 point
			< 1mil = 0 points
			Five (5) project to the value of R5 million each will score as follows 5x5 = 25 points
			Five (5) project to the value of R1 million each will score as follows 5x1 = 5 points
		<b>13</b>	<b>25</b>

**TABLE A1: COMPANY EXPERIENCE**

No	TARGETED GOALS Attach letter of reference (original or certified copies)	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		5		
2		5		
3		5		
4		5		
5		5		
	<b>SUB-TOTAL: Company Experience</b>	<b>25(max)</b>		

## 2. CONSTRUCTION TEAM KEY PERSONNEL – 30 POINTS

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). Attach certificates
3. Name of current employer and position in enterprise
4. Overview of postgraduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience relevant to the scope of work

The scoring of the experience of key staff will be as follows:

### i) Project Leader

The Project Leader is required to have at least 3-years and more experience to claim points:

YEARS EXPERIENCE	> 5	> 3
POINTS	10	5

### ii) Site Supervisor

The Site Supervisor is required to have at least 3-years and more experience to claim points:

YEARS EXPERIENCE	> 5	> 3
POINTS	10	5

### iii) Drill Operator

The Drill Operator is required to have at least 3-years and more experience to claim points:

YEARS EXPERIENCE	> 5	> 3
POINTS	10	5

For evaluation purposes, the drilling company must forward an affidavit witnessed by a commissioner of oath that the person has indeed been part of the construction team for the claimed period

**TABLE A2: CONSTRUCTION TEAM KEY PERSONNEL**

No	TARGETED GOALS (Affidavit witnessed by a commissioner of oaths)	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Project Leader Name.....	10		
1	Site Supervisor Name.....	10		
1	Drill Operator Name.....	10		
	<b>SUB-TOTAL: Construction team key personnel</b>	<b>30(max)</b>		

### 3. PLANT AND EQUIPMENT – 35 POINTS

The Tenderer must attach relevant documentation proving ownership of the above plant to achieve 35 of points or letter of intent for hire in order to achieve 10 of points.

**TABLE A3: PLANT AND EQUIPMENT**

PLANT	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1 x Air Percussion drilling rig (4x4 or 6x6)	20		
1 x Test rig (mono-pump with gearbox or a submersible pump with a variable speed drive)	15		

### 4. FINANCIAL REFERENCES – 10 POINTS

This will be assessed against Bank ratings as follows (If a bank letter is submitted, it should be specific to this project and not older than 30 days) Letter shall state the tenderers' ability to finance working capital requirements before the first claim is paid by the client.:

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Tendered Goal
Adequate – Good for the amount strictly in accordance with business	TABLE A2: FINANCIAL REFERENCES	C	10
Poor – Reasonable business risk (additional motivation will be required prior appointment)		D	6
Inadequate and risky		E	4

Contractor's letter of intent from a registered financial institution of guarantor in the amount of 10% for surety		F	0
--	--	---	---

**TABLE A4: FINANCIAL REFERENCE**

TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Bank rating of "C"	10		
Bank rating of "D"	6		
Bank rating of "E"	4		
Bank rating of "F"	0		
<b>SUB-TOTAL: Financial references</b>	<b>10(max)</b>		

**5. SUMMARY: COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)****TABLE A5: SUMMARY OF COMPETENCE**

No	Description	Maximum Points to Be Allocated	Points Claimed by Tenderer	Allocated Points
1	Company Experience	25		
2	Construction Team Key Personnel	30		
3	Plant & Equipment	35		
4	Financial References	10		
	<b>Total Points</b>	<b>100</b>		

**FORM A15: 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](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. 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: .....

Expiry Date: .....

***Affix Proof of the National Treasury Central Supplier Database to this page***



<b>FORM A16: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE</b>
--

*The Tenderer must attach hereto a 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.*

**PRO-FORMA FOR A PERFORMANCE GUARANTEE**

**PERFORMANCE GUARANTEE**

**Employer:** (Name and Address) .....

.....

**Bid No:** .....

(Contract title) .....

WHEREAS

.....

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

.....

.

(hereinafter called "the Contactor") 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 "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 Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions 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 our 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 the 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
4. 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 his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

.....  
 .....  
 .....(in words)

R ..... (in figures)

(10 % of the tender sum) which 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 nor 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 this ..... day of ..... 20.....

As witnesses:

1. .... Signature .....

2. .... Signature .....

Duly authorized to sign on behalf of (*Guarantor*).....

Address

.....

.....

.....

<b>FORM A17: TAX CLEARANCE CERTIFICATE</b>
--

*Tax Clearance Certificate obtained from SARS to be inserted here.*

**IMPORTANT NOTES:**

1 The tenderer shall attach to this page an original current Tax Clearance certificate and VAT Registration certificate which is valid for the duration of the Tender offer validity period and which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I, ..... (name)  
 the undersigned in my capacity as ..... (position)  
 on behalf of ..... (name of company)  
 herewith grant consent that SARS may disclose to Victor Khanye Local Municipality our tax compliance status. For this purpose, our unique security personal identification number (PIN) is .....

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

**Failure to submit a valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.**

**(IN RESPECT OF TENDER)**

**NB:** *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).*

**TAX CLEARANCE CERTIFICATE**

*[Tax Clearance Certificate obtained from SARS to be attached here]*

<b>FORM A18: DECLARATION OF INTEREST</b>
--

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....  
 .....

3.7 Have you been in the service of the state for the past **YES / NO**  
 twelve months?

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state  
 and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

\_\_\_\_\_

3.8.1 If so, furnish particulars.

.....  
 .....

3.8 Are you, aware of any relationship (family, friend, other) between  
 a bidder and any persons in the service of the state who may be  
 involved with the evaluation and or adjudication of this bid?

**YES/NO**

3.9.1 If so, furnish particulars

.....  
 .....

3.10 Are any of the company's directors, managers, principle  
 shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 Are any spouse, child or parent of the company's directors,  
 managers, principle shareholders or stakeholders in service  
 of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....  
 .....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

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

(e) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.



## FORM A19: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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

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

**\*YES / NO**

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

.....

.....

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

**\*YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

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

**\*YES / NO**

3.1 If yes, furnish particulars

.....

.....

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

**\*YES / NO**

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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE  
FALSE.**

Signed .....

Date

Name .....

Position

*Tenderer*

.....

## FORM A20: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

5

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS**

**DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**FORM A21: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid 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 Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

**MBD 9**(Cont.)

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

 Signature

---

 Date

---

 Capacity under which Bid is Signed

---

 Name of Bidder

**FORM A22: METHODOLOGY – DRILLING & TESTING**

The tenderer shall attach a Methodology (maximum 2 pages) to this page for drilling & testing of boreholes.

Note: The **methodology** must provide detail sequence of deliverable or activities and timeline within which all the deliverables will be executed and resources allocated thereof. The presentation of plan must be easy to understand and implement.

**Failure to submit a Methodology with your bid document will invalidate the tender.**



**FORM A23: SAMPLE OF BOREHOLE DRILLING REPORT**

The tenderer shall attach a sample of a borehole drilling report to this page.

**Failure to submit a Sample of Borehole Drilling Report with your bid document will invalidate the tender.**

**FORM A24: SAMPLE OF BOREHOLE TESTING REPORT**

The tenderer shall attach a sample of a borehole testing report to this page.

**Failure to submit a Sample of Borehole Testing Report with your bid document will invalidate the tender.**

## FORM B1: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

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

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

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

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

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

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

**FORM B2: EXECUTION PROGRAMME**

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Specific reference is made to the Clause 5.8.1 in the Contract Data for allowances of special non-working days. Allowance for inclement weather days shall base on the historical weather data supplied in PART C4: SITE INFORMATION contained in this document.

**[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer.]**

SIGNATURE:.....  
(of person authorized to sign on behalf of the  
Tenderer)

DATE: .....

## FORM B3: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 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 OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized 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 OHSA 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 hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill 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, including the cost of the specific items listed in the tables hereafter.

### *(Tables to be completed by Tenderer)*

**TABLE 1: COST OF SAFETY PERSONNEL**

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

**TABLE 2: COST OF SAFETY EQUIPMENT**

<b>EQUIPMENT</b>	<b>STATE YES or NO</b>	<b>COST ALLOWED FOR IN TENDER</b>
Hard hats		
Safety boots		
Gloves		
Dust Masks		
Safety jackets		
Add items as per risk assessment:		

4. 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 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. 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 and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. 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 authorized to sign on behalf of the Tenderer)

***The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1***



**FORM B4: APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK,  
Regulation 3(2) of 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 Provincial Director, Department of Labour]***

This application must be submitted with the following documents:

1. Health and Safety specifications
2. Health and Safety Plan
3. Baseline risk assessment

**1. Name, postal address and telephone numbers of client:**

Name.....

Postal address .....

.....

Telephone .....

**2. Details of Agent**

Title, Surname and Initials .....

ID/Passport No. ....

Registration no. with SACPCMP .....

Office Tel/Mobile .....

Postal address .....

.....

**3. Name, postal address and telephone numbers of the appointed principal contractor:**

.....

.....

**4. Name, postal address and telephone numbers of designer of project:**

.....

.....

**5. Name, postal address and telephone numbers of the following persons:**

Construction Manager .....

Construction Health and Safety Manager .....

Construction Health and Safety Officer:.....

**6. Exact physical address of construction and site office:**

.....

.....

**7. Nature of construction work:**

.....

**8. Expected commencement date:**

.....

**9. Expected completion date:**

.....

**10. Estimated maximum number of people on the construction site:**

.....

**11. Planned number of constructors on site accountable to principal contractor:**

.....

**12. Name(s) of contractors appointed:**

.....

.....

.....

**13. Signature of Client/Client's Agent:**

.....

**14. Signature of Principal Contractor:**

.....

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**THE CONTRACT**

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**PART C1 AGREEMENT AND CONTRACT DATA**

## **VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

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**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**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:

**T/RW12/MIG/P2/2022/2023/C: DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL  
AREAS AND PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

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)

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 \_\_\_\_\_

\_\_\_\_\_

<b>C1.3: SCHEDULE of DEVIATIONS</b>
-------------------------------------

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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**C1.4 CONTRACT DATA**

## C1.4: CONTRACT DATA

### 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](http://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 <b>12 months</b>										
1.1.1.15	The Name of the Employer is the <b>Victor Khanye Local Municipality</b> .										
1.1.1.16	The Name of the Employer's Agent is <b>Mr L Fourie (Pr Eng)</b> , also referred to in the Contract as "TFC Engineers (Pty) Ltd".										
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>										
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>Samuel Rod</b></td><td><b>PO Box 6</b></td></tr> <tr> <td><b>DELMAS</b></td><td><b>DELMAS</b></td></tr> <tr> <td><b>2210</b></td><td><b>2210</b></td></tr> </table> <p>Telephone: <b>013 665 6005</b>  Fax: <b>013 665 2913</b>  E-mail:</p>	Physical address:	Postal address:	<b>Samuel Rod</b>	<b>PO Box 6</b>	<b>DELMAS</b>	<b>DELMAS</b>	<b>2210</b>	<b>2210</b>		
Physical address:	Postal address:										
<b>Samuel Rod</b>	<b>PO Box 6</b>										
<b>DELMAS</b>	<b>DELMAS</b>										
<b>2210</b>	<b>2210</b>										
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>16 Elandsrivier Street</b></td><td><b>PO Box 11484</b></td></tr> <tr> <td><b>Aerorand</b></td><td><b>Aerorand</b></td></tr> <tr> <td><b>Middelburg</b></td><td><b>Middelburg</b></td></tr> <tr> <td><b>1050</b></td><td><b>1070</b></td></tr> </table> <p>Telephone: <b>013 752 7475</b>  E-mail: <b>info@tfce.co.za</b></p>	Physical address:	Postal address:	<b>16 Elandsrivier Street</b>	<b>PO Box 11484</b>	<b>Aerorand</b>	<b>Aerorand</b>	<b>Middelburg</b>	<b>Middelburg</b>	<b>1050</b>	<b>1070</b>
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<b>16 Elandsrivier Street</b>	<b>PO Box 11484</b>										
<b>Aerorand</b>	<b>Aerorand</b>										
<b>Middelburg</b>	<b>Middelburg</b>										
<b>1050</b>	<b>1070</b>										
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>										

Clause	Description
	<ol style="list-style-type: none"> <li>3. Contract Data,</li> <li>4. Specification Data,</li> <li>5. Standardized Specifications,</li> <li>6. Drawings,</li> <li>7. Bill of Quantities,</li> <li>8. Statutory Regulations,</li> <li>9. Other standard specifications.</li> </ol> <p>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."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"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:</p> <ol style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> </ol> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p>

Clause	Description
	<p>(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.</p> <p>(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."</p> <p>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).</p> <p>The following arrangements and procedures will apply:</p> <p>(i) The Contractor shall himself obtain the Mining Authorisation for the sites.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(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.</p>

Clause	Description
5.3.1	<p>The documentation required before commencement with Works execution is:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 calendar days</b> .
5.4.2	The access and possession of site shall <b>not</b> be exclusive to the Contractor.
5.8.1	<p>The non-working days are public holidays and Sundays.</p> <p>The special non-working days are:</p> <p>The year-end break from <b>19/12/2022 to 20/01/2023</b>.</p>
5.13.1	<p>The penalty for failing to complete the Works is:</p> <p><b>R 10,200-00</b> per calendar day</p>
5.14.1	<p>Practical completion is reached when:</p> <p>The complete scope of works is tested and commissioned.</p>
5.16.3	The latent defect period is <b>10 years</b> 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 <b>15%</b> .
6.8.2	This contract does <b>not</b> include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
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 <b>12%</b> 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 <b>R 3 million</b>
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .

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Clause	Description
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
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.



## 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 <b>Contractor</b> 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 ..... <b>weeks</b> after Commencement Date (site handover).						
6.2.1	<p>The security to be provided by the Contractor shall be <b>one</b> of the following</p> <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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**C1.5 FORM OF GUARANTEE**

**PRO FORMA****PERFORMANCE GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words.....

"Expiry Date" means.....

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

C1.5-3

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed .....

Date

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**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 STEEL TANKS – DRILLING & TESTING OF BOREHOLES 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 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 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 8.4 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.



C1.6-3

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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

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**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**

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**PART C2    PRICING DATA**

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
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BOREHOLES**

**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 Quantities<sup>1</sup>. 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.

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

## C2.1-2

- 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 COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) 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 <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square meter-pass
ha	=	hectare
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**C2.2 SCHEDULE OF QUANTITIES**



**C2.2: BILL of QUANTITIES**

BILL OF QUANTITIES

C2.2-2 to C2.2-7

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-8

[illegible]

[illegible]

**CONTRACT NUMBER: T/RW12/MIG/P2/2022/2023/C****SECTION C: ROTARY PERCUSSION AIR FLUSH DRILLING**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3		<b>ROTARY PERCUSSION AIR FLUSH DRILLING</b>					
	PA 2.6	AIR PERCUSSION DRILLING (abrasive rock)					
		For depths: 0 m up to 100 m for boreholes with a diameter of:					
3.1		(a) 165 mm	m	330			
		For depths: 100 m up to 150 m for boreholes with a diameter of:					
3.2		(a) 165 mm	m	110			
	PA 2.7	AIR PERCUSSION DRILLING (boulders & alluvium)					
		For depths: 0 m up to 50 m for boreholes with a diameter of:					
3.3		(a) 165 mm	m	220			
3.1	PA 2.8	ODEX AIR PERCUSSION DRILLING					
3.1.1		(a) 165 mm	m	55			
3.2	PA 2.9	ODEX AIR PERCUSSION CASING SHOE					
3.2.1		(a) 165 mm	m	55			
3.3	PA 2.10	REAMING					
		For depth range: 0 m up to 150 m for a borehole with a diameter of:					
3.3.1		(b) 219 mm	m	110			
3.4	PA 2.11	ROTARY MUD DRILLING					
		For depth range: 0 m up to 150 m for a borehole with a diameter of:					
3.4.1		(a) 219 mm	m	55			
Total Carried Forward to Summary							

[illegible]

[illegible]

[illegible]

**VICTOR KHANYE LOCAL MUNICIPALITY****CONTRACT NO: T/RW12/MIG/P2/2022/2023/C****FOR****DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES****SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	PAGE	AMOUNT
A	Preliminary & General	C2.2-2	
B	Establishment and Inter-Borehole Moves	C2.2-3	
C	Rotary Percussion Air Flush Drilling	C2.2-4	
D	Borehole Construction	C2.2-5	
E	Supply of Casing Material	C2.2-6	
F	Testing of Boreholes	C2.2-7	
<b>1</b>	<b>SUB-TOTAL</b>		
	Allowance for Contingencies (5% of 1)		
<b>2</b>	<b>TOTAL AMOUNT OF TENDER</b>		
	PLUS 15% VAT of 2		
<b>TOTAL AMOUNT CARRIED TO FORM OF OFFER</b>			



**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**PART C3    SCOPE OF WORKS**

## PART C3: SCOPE of WORK

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### C3.1: DESCRIPTION of WORKS

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The objective of the project is to drill and testing of four (4) boreholes near Delmas in the Victor Khanye Local Municipality.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The Works will require the geophysical exploration and sighting, the drilling, and the testing of two (2) boreholes in Brakfontein and two (2) boreholes in Groenfontein.

Brakfontein is located approximately 21 km south-east of Delmas. It is a rural settlement with approximately 70 households.

Groenfontein is also a rural settlement with approximately 50 households. It is located approximately 15 km north-east of Delmas.

#### **C3.1.3 EXTENT OF WORKS**

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

- (a) geophysical exploration and sighting of four (4) boreholes;
- (b) drilling of four (4) boreholes;
- (c) testing the yield of four (4) boreholes, 48-hr constant discharge tests;
- (d) testing the water quality of four (4) boreholes in accordance with SANS 241-1:2015;
- (e) correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

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

#### **C3.1.4 LOCATION OF THE WORKS**

The latitude and longitude of the sites are:

Settlement	Latitude	Longitude
Groenfontein	26°01'53.65" S	28°45'58.68" E
Brakfontein	26°12'35.90" S	28°52'57.91" E

#### **C3.1.5 TEMPORARY WORKS**

No temporary works is required.

**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 has to supply the design of designated parts of the permanent Works or temporary Works, he/she 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.

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 or amend additional drawings during the Contract.

**C3.2.5 DESIGN PROCEDURES**

Not applicable.

<b>C3.3: PROCUREMENT</b>
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**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**

The work required is specialised. Therefore, local subcontractors should be considered provided they are sufficiently qualified and capable to do the work.

**C3.3.2.2 Preferred subcontractors/suppliers**

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

**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 G	:	Concrete (structural) (1982)

- (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**

SANS 10299: Development, maintenance and management of groundwater resources

**C3.4.1.3 Project and Particular Specifications**

Drilling of boreholes (Part 1) and (Part 2).

**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**

Limited 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**

Limited 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**

Limited 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.



### C3.4-3

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.

#### C3.4-4

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 a 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), indicated by the Victor Khanye Local Municipality, after the Ward Councillor consulted with the local project steering committee and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed CLO. 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 inter alia 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 and to report on labour 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 provisional sum cost basis. This payment shall only be made for the period for which the duties of the CLO 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 8,500.00 per month**.

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

**(3) Period of employment of the CLO**

The period of employment of the community liaison officer shall be as decided upon and instructed by the Employer.

**(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 workings 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
1	October
2	November
1	December
2	January

**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 leaks 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 a forementioned 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 Ward Councillor and the Local Municipality shall appoint a Community Liaison Officer. His/her role will be to liaise between the contractor, labourers and community.

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 project steering committee. 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 8.5

**Sum stated provisionally by Engineer**

- |           |  |                        |
|-----------|--|------------------------|
| <b>a)</b> | <b>Community Liaison Officer</b>                     | <b>Unit : Prov Sum</b> |
| <b>b)</b> | <b>OHS Agent for the Project</b>                     | <b>Unit : Prov Sum</b> |
| <b>c)</b> | <b>Environmental Control Officer for the Project</b> | <b>Unit : Prov Sum</b> |
| <b>d)</b> | <b>SACNAPS Registered Geohydrologist</b>             | <b>Unit : Prov Sum</b> |
| <b>e)</b> | <b>Overheads, charges and profit to contractor</b>   | <b>Unit : %</b>        |

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 "Consulting Engineers South Africa".

**PS AB 3.2 OFFICE BUILDINGS**

No office building is 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 of at the site indicated during the site clarification meeting.

**C 5 CONSTRUCTION****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. The Contractor must take photographs of the fence before removing it so that it could be compared to the quality of the fence after repairs took place.

**C 8 MEASUREMENT AND PAYMENT****PS C 8.2 SCHEDULED ITEMS**

Add the following item:

**PS C 8.2.5 (a) Take down existing fences and reinstate to its original state after completion of the works****Unit: m**

The rate shall cover the cost of taking down existing fences, storing it in a safe place, and reinstating it to its original state before it was removed. The meter of item removed and reinstated shall be measured for payment. The rate shall cover the cost of all required new materials and labour to reinstate the work as well as disposing of waste at a registered waste disposal site.

## SECTION 2 : PARTICULAR SPECIFICATION

### DRILLING OF BOREHOLES (PART 1)

#### PA 1 SPECIFICATIONS

##### PA 1.1 SCOPE

The specifications are for the drilling of boreholes, installation of casings and for the development and capping of boreholes for rural water supply.

The Contractor shall provide all labour, transport, plant, tools, materials, and appurtenances, and shall perform all work necessary to satisfactorily construct and complete the boreholes in accordance with this Specification and to any further details as may be ordered by the Engineer. The borehole depths will be dependent on drilling results and the strata intersected.

##### PA 1.2 EQUIPMENT

The equipment to be used must be of such standard that the requirements as set out in the Project Specifications can be accomplished without any disruption of the works.

- The Contractor shall specify in the List of Available Plant and Equipment the type of plant he intends to use as well as the method of operation. Its capacity shall be sufficient to cope with the work as specified for each particular work order. It shall be kept at all times in full working order and in good repair. The Engineer will reserve the right to inspect the equipment to be used for the completion of the Works prior to the commencement of the Works.
- If the Engineer considers that the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to remove such plant and replace it with additional plant or equipment which he considers necessary to meet the requirements of the Contract. In the event that his requirement is not satisfied, the Engineer reserves the right to advise the Employer to terminate the Contract immediately.
- It is a requirement that:-  
Compressors shall have a minimum capacity of  
21 Bar pressure at a flow rate of 22 m<sup>3</sup>/min;  
Drill rigs used shall be mounted on a 6X4, 4X4 or 6X6 truck.
- It will be the responsibility of the Contractor to arrive on site with all equipment required to complete the work without interruption.

##### PA 1.3 MATERIALS

All materials to be used shall be new and undamaged and shall be supplied and delivered as such on site.

All materials required in the drilling and construction of the boreholes shall be assembled in an approved manner and in accordance with normal groundwater engineering practice.

## PA 1.4 DRILLING

### i) Drilling Techniques

#### a) Rotary Percussion Air Flush Drilling

Where the geological formation comprises consolidated rock with limited overburden the standard drilling technique shall be rotary percussion air flush drilling unless otherwise ordered by the Engineer. Under this technique provision must be made for drilling through boulders (Alluvial deposits) and the provision of Odex Air Percussion drilling for advancement through collapsible layers.

#### b) Rotary Mud Drilling

Where the geological formation comprises predominantly unconsolidated soils and subordinate partially to well cemented sediments, the standard drilling technique shall be rotary mud drilling unless otherwise ordered by the Engineer. Under this technique provision must be made for drilling through boulders.

Both drilling techniques shall further include the necessary facilities with adequate capacity to consistently introduce lubrication water and/or foam as required.

### ii) Design and Depth

Various borehole design options will be employed. Typical Borehole Design Options include:

#### **Typical Construction Detail**

#### a) Boreholes in Consolidated Rock Formations

Hand pump type borehole  
(with outer casing only)

Production type borehole  
(lined with inner casings, perforated casing and/or screens)

#### b) Boreholes in Unconsolidated Soil Formations Hand pump & production type borehole

The decision as to which design to use will be made by the Engineer. The Engineer will base his decision(s) on geological conditions encountered as well as the final diameter to which the borehole must be completed.

It is anticipated that borehole depths will vary typically between 60 m and 120 m. The Engineer will determine the final borehole depth and boreholes shallower than requested will not be acceptable and will not be paid for, unless it can be satisfactorily proved that the borehole cannot be drilled to the required depth.

A minimum 10 m sump will be drilled below the level at which the major water strike is intersected or to a level as specified by the Engineer.

### iii) Drilling Diameter

Drilling diameters will be 165 mm, 204 mm, 254 mm. The Engineer will specify the diameter/s for each borehole to be drilled.



iv) Drilling Media

The Contractor may not use drilling media which may cause borehole erosion or involve the use of native clay, oil, salt or any lost circulation agent, sawdust, cement, or any form of plugging that could affect the production capacity of the water bearing strata intersected.

In the event of circulation losses, commercially available foam can be introduced during drilling operations.

v) Drilling Foam

The Contractor at his own discretion and cost may use drilling foam.

vi) Straightness and Verticalitya) Straightness

Boreholes shall be sufficiently straight to permit a steel tube 6 m in length and with outer diameter no more than 15 mm smaller than the inner diameter of the cased borehole, to be lowered without hindrance to the full depth of the particular borehole. Any deviation, which prevents the lowering of such plumb to the bottom of the borehole, will not be accepted, and the hole declared a lost borehole. The Contractor shall, in such case, re-drill the hole at his own cost to specification. The Contractor shall ensure that the above piping, complete with the necessary attachments and equipment required for testing straightness, is available at the drilling machine and such piping shall form part of his standard equipment.

b) Verticality

The centre of the borehole at any depth shall not deviate from the vertical through the centre of the borehole at the top by more than one-third (1/3) of the borehole diameter per 20 m of depth.

The diameter of the deviation of a borehole from the vertical shall be carried out in accordance with the latest issue of SABS 045. The apparatus referred to in SABS 045 shall be supplied by the Contractor and shall form part of his standard equipment under this Contract.

In the event that these requirements for verticality are not met, the borehole will be declared a lost borehole. The Contractor shall thereupon re-drill the hole at his own cost, to specification.

vii) Sampling

Representative drilled cutting samples of the materials intersected shall be collected every metre and stacked in a representative fashion per rod length completed on a cleared patch near the drilling site. The samples shall be clearly marked and fenced off to prevent tampering and the borehole information recorded on the Borehole Drilling Report as supplied to the Contractor and as outlined in Clause 1.11.

viii) Blow Yield Measurement

Blow yield measurement shall be undertaken and recorded during drilling operations in order to establish the blow yields for different water strikes occurring in each borehole.

ix) Cleaning of Borehole

On completion of drilling a borehole the borehole shall be cleaned out, developing the borehole for a minimum duration as stated below, or as otherwise specified by the Engineer under Clause 1.6 (i).

- a) unconsolidated material - 6 hours.
- b) consolidated material - 2 hours.

x) Water Quality Testing

'ph' and electrical conductivity (EC) readings are to be recorded on a fresh sample of groundwater taken on final completion of drilling operations and cleaning of borehole as given in Clause 1.4 (ix).

xi) Water Level Monitoring

Water level measurement is to be recorded prior to the capping of the borehole.

xii) Disinfection

On completion of cleaning of borehole and water quality testing the borehole shall be disinfected with a solution of 0,5 kg of HTH mixed in 250 litres of water.

xiii) Reaming

Where a borehole has previously been drilled to a smaller diameter than that required, the original borehole should be reamed to the required diameter as specified by the Engineer. Reaming shall comprise the widening of the existing borehole using rotary percussion air flush methods for varying borehole diameters advanced through all types of consolidated rock formations encountered. Reaming shall be to one of the following diameters: 204 mm, 219 mm or 254 mm.

**PA 1.5 CASING, PERFORATED CASING AND SCREENS**

i) General

The Contractor shall supply casings, perforated casings and screens as specified in the Schedule of Rates or as specified otherwise by the Engineer. Mild steel casing will be used predominantly.

All materials to be used shall be new and undamaged and shall be supplied and delivered as such on site.

ii) Plain Casing

Plain casing shall be used as an outer and/or inner lining to a borehole and shall be made of either mild or steel or PVC depending on the nature of the formation and as determined by the Engineer.

The outer casing shall be inserted through the overburden and any zones of non-potable/undesirable seepage water and driven into the consolidated rock formation below. The inner casing shall be installed in conjunction with perforated casing and/or screens.

All steel casing shall have a minimum wall thickness (as specified) and shall be level edged. All PVC casing shall be a minimum CLASS (as specified) and shall be threaded both ends. All steel casing shall be weld jointed and all PVC casing joined with threaded sockets unless otherwise specified by the Engineer.

Casing shall be installed to depths as specified by the Engineer. After completion of the work, the casing shall protrude a minimum of 500 mm above natural ground level.

The casing shall be of the diameter specified, self-aligning and from approved suppliers. It must be possible to uplift, disconnect and re-use the casing.

iii) Perforated Casing

Perforated casing shall be used as an inner lining to a borehole where collapsing conditions occur at water bearing horizons and for production boreholes. The perforated casing shall be made of either mild or stainless steel or PVC as determined by the Engineer and shall comply with the requirements of Clause 2.5 (ii) for Plain Casings. The perforated casing shall be installed under supervision to levels as given by the Engineer. The casing may be perforated on-site or factory perforated as specified by the Engineer.

a) Perforation on-site

The manner in which the perforations are to be cut is shown in Figure 1. The width of the perforations shall be as specified by the Engineer within the range of 1 mm minimum and 4 mm maximum. The perforations shall be of uniform width with no resultant protrusions and shall be clear of debris.

b) Factory Perforated Casing

The manner in which the perforations are to be cut will be shown by the Engineer. The perforated casing shall comprise 300 mm long slots at 150 mm intervals with an effective open area of a minimum 2% or as otherwise specified by the Engineer. The perforations shall be cut clean and square and shall be flush with the casing wall. The casing shall be guided and supported by casing centralisers if requested by the Engineer.

iv) Screens

Where production boreholes are constructed the Engineer may request that stainless steel, wedge wire Johnson screens (or equivalent) be installed at the water bearing horizons. The diameter, slot size and % open area of the screens shall be determined by the Engineer. A minimum 0,25 mm slot size and minimum 20% open area is allowed for in this contract.

The screens shall be installed under supervision to levels as given by the Engineer.

v) Temporary Casing

Where difficult drilling conditions occur, the insertion of temporary casing during drilling and borehole construction will be necessary. This casing must also comply with the requirement of Clause 1.5 (ii).

## PA 1.6

### BOREHOLE CONSTRUCTION

i) Development of Borehole

On completion of construction the borehole shall be developed to attain the maximum possible yield of groundwater, free of suspended materials. Where the required development time exceeds the stipulated duration as specified in Paragraph 2.4 (ix), approval from the Engineer must be obtained. Development by means of flushing and blowing large volumes of water shall be carried out using either air surging, air jetting, or such other standard techniques as may be directed by the Engineer.

Where there is insufficient natural water in the borehole then sanitised water shall be imported to site by the Contractor to augment the low yielding borehole.

ii) Jetting of Borehole

High pressure water jetting to effectively develop a sand filter shall be carried out on a screened borehole at the instruction and supervision of the Engineer. The jetting tool to be used shall be approved by the Engineer.

iii) Formation Stabilizer/Gravel pack

Where collapsing conditions are found, formation stabilizer is to be inserted in the annular space of the borehole and perforated casing at depths specified by the Engineer. Formation stabilizer material shall be rounded; uniform and clean gravel with a grain size varying between 6 mm and 14 mm. Sieved and washed river gravel can also be accepted. Samples of formation stabilizer must be submitted to the Engineer for approval before placement.

iv) Filter Pack

A filter pack installed between the annular space of the borehole and the Engineer may specify perforated casing or screens for boreholes where specific geological conditions are encountered. The filter material shall comprise clean, graded sand and/or gravel (as specified) and shall be trimmed to the levels as specified by the Engineer. Sanitised water shall be used for this purpose.

v) Grout Backfill/Bentonite Seal

Where specific levels in a borehole require to be sealed off, the Engineer shall specify a grout backfill or bentonite seal. The grout shall comprise a mixture of bentonite, sand and cement as specified by the Engineer.

vi) Capping of Borehole

On completion of the borehole the Contractor shall cap the borehole by completely welding a 2 mm thick steel cover onto the protruding steel casing or by permanently affixing a PVC cap onto the protruding PVC casing. It is the responsibility of the Contractor to ensure that the capping is not broken off and the borehole not damaged.

A borehole identification number will be inscribed onto the capping as given in Clause 1.7.

vii) Plugging of Unsuccessful Borehole

Where an unsuccessful borehole is drilled or a borehole abandoned or lost the outer casing may not be removed.

A borehole identification number and the word 'DRY' will be inscribed onto the capping as given in Clause 1.7.

viii) Blow Yield Testing

The Contractor shall carry out a blow yield test after completion of drilling of the borehole as specified by the Engineer. The blow yield test comprises the constant displacement of groundwater at optimum yield using air flush methods with the yield measured by draw-off pipe and bucket method.

**PA 1.7 BOREHOLE NUMBER IDENTIFICATION**

Each new borehole drilled shall be allocated a Borehole Number issued to the Contractor by the Engineer. It is the responsibility of the Contractor to clearly inscribe the Borehole Number for each new borehole as follows:

Position	Type	Method of Inscription	Details Inscribed
Borehole Capping (for capped successful and unsuccessful Boreholes)	Steel cover	Welding	Borehole No. Wet or Dry
	PVC cap	Indelible Marker Pen	

**PA 1.8 CESSATION OF DRILLING ACTIVITIES**

The termination, at any stage, of drilling operations on a particular borehole shall rest with the Engineer.

**PA 1.9 ABANDONMENT**

The Engineer shall have the right at any time during the progress of the work to order the abandonment of the borehole. No casing shall be removed, and the Contractor shall leave the borehole to the satisfaction of the Engineer. Payment will be approved for any casing left in the borehole that has been abandoned.

Should the abandoned borehole be considered a potential pollution point source, the Engineer may issue further instructions to effectively seal the borehole.

**PA 1.10 LOST BOREHOLE**

Should accident to the plant, behaviour of the ground, jamming of the tools or casing, non-compliance of the straightness or verticality test (as specified in Clauses 1.4 (vi)) or any other cause, prevent the satisfactory completion of the works, the borehole shall be deemed to be lost and no payment shall be made for the drilling or borehole construction costs nor for any materials, nor for any time. The cost of materials, which have been recovered, be in good order, then the Contractor shall have no claim for such materials and will have the option to re-use such materials within the scope of the project.

Should the lost borehole be considered a potential pollution point source, the Engineer may issue further instructions to effectively seal the borehole.

In the event of a lost borehole, the Contractor shall construct a new borehole adjacent to the lost borehole, on a site indicated by the Engineer. The option of declaring any borehole lost shall rest with the Contractor, subject to directions from the Engineer.

No payment whatsoever will be made for the lost borehole. Measurement and payment for the construction of a borehole adjacent to the lost boreholes shall be in accordance with the specifications of any other borehole included in this document, provided that the specifications therefore are met.

**PA 1.11 REPORTS**

The Contractor shall accurately record the following reports:

Name	Description	Supplied
Borehole Drilling Report	An accurate record for each borehole of borehole No., locality, drilling techniques used and stratigraphic data including depths, strata type, water strike levels, blow yields, casing diameter, lengths, etc.	On completion of each borehole drilled

The Contractor shall not be paid for any work invoiced unless the abovementioned reports pertaining to the work invoiced has been satisfactorily submitted.

The Contractor shall submit each report to the Engineer within 2 days of completion of the work as detailed in the Report. Failure to do so shall be regarded as non-performance in terms of the contract and will be subject to the conditions of contract.

**PA 1.12 TESTING PROCEDURES**

- i) The boreholes allocated to the Contractor shall be tested by means of-
  - a) Sequential step-draw-down tests. Four (4) steps of 60 minutes duration each shall be executed.
  - b) Recovery measurements shall be in the same fashion as above, but not necessarily have to coincide with the discharges volumes as measured with the step-draw-test.
  - c) Constant discharge test with a minimum duration of 4 hours up to a maximum of 48 hours.
- ii) Water level measurements shall be taken in the pumped hole. Accuracy of less than 10 mm is required. Time intervals for pumping and recovery tests are detailed on the forms supplied with this tender.
- iii) Water samples shall be taken during the test period. The Engineer will supply sampling bottles.
- iv) Discharge shall be measured twofold either:
  - a) by using stopwatch and cubic tank or drum not smaller than 220 litres.
  - b) by means of a calibrated measuring device of approved design with a range of 0,2 – 20 l/s.
- v) The discharge pipeline should be of sufficient diameter to cope with flows of 20 l/s and should have a length of 100 m or more above ground with facilities for extension of up to 400 m.
- vi) The pump(s) should be capable of a variable discharge between 1,500 litres per hour and 108,000 litres per hour. The pump(s) shall be inserted to a depth varying as determined by the Engineer.
- vii) Prescribed data sheets should be signed and submitted to the Engineer on completion of tests on each borehole.
- viii) The site and borehole collars and caps, if disturbed, shall be restored to original state unless instructed to the contrary. Caps to be welded flush to the casing.
- ix) The Contractor should state whether he has, or will have, equipment with a discharge capacity of up to 150 00 litres per hour.
- x) The Contractor will be responsible for water level measurements in observation boreholes within 100 meters of the pumped borehole, if available. The timing of these water level measurements are to be the same as those for the constant yield, but will be determined by the Engineer.

- xi) The Contractor should ascertain before every test with a dummy run that the erection and lowering of this equipment would cause no damage to either the borehole or his own equipment. Any such damage or loss of equipment is the Contractor's liability.
- xii) If, for some reason the Contractor discovers the borehole to be blocked during the dummy run his equipment is to be removed, the borehole capped and the Engineer informed.
- xiii) Once the pump test that comprises 4 step tests, which extends to a water level recovery measurement followed by a constant discharge test has commenced, followed by recovery measurement, the Contractor shall not interrupt or terminate the testing procedure until completion thereof.

**PA 1.13      INSTALLATION OF HAND/ELECTRICAL PUMP**

Hand/electrical pumps must be installed complete as per supplier's guidelines.

A 25 MPa concrete block 'footing' of 1000 mm x 1000 mm x 600 mm with Ref 311 reinforcing mesh with a 40 mm cover on top and sides and Class F1 and U2 finishing with 25 mm chamfers at all corners, must be constructed for hand pumps.

A Certificate of Compliance (COC) must be issued with each electrical pump installed and commissioned.

**PA 1.14      SUPERVISION**

The Engineer will nominate a suitably experienced drilling supervisor to the Contractor who will be required to supervise and direct the work at all times if applicable.

- a) confirmation of borehole positions (with allocated Borehole Numbers) as set out by the Engineer;
- b) supervision of drilling operations;
- c) reporting of water strike levels and recording blow yield measurement and borehole construction.

**SECTION 2 : PARTICULAR SPECIFICATION****DRILLING OF BOREHOLES (PART 2)****PA 2 MEASUREMENT & PAYMENT**

The Contractor under this Contract is considered to be an expert groundwater borehole driller and is expected to organise and carry out the work specified hereunder in a competent manner. Drilling problems encountered will be overcome entirely within the framework of this Specification and Schedule of Rates, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due to limitation placed by this Specification.

**PA 2.1 DRILLING SUPERVISION****a) Supervision by geohydrologist ..... Unit: No**

Supervision shall be done on a permanent basis by a qualified geohydrologist who will oversee the drilling and log samples for all holes drilled. A Report shall be submitted after the project containing the reasons for having drilled to the specific depths, dry boreholes, the installation of type and length of casings as well as the type of drilling utilised.

The rate shall be all inclusive of costs such as but not limited to time, disbursements, subsistence, travelling, etc.

**PA 2.2 ESTABLISHMENT PER PROJECT ..... Unit: Sum**

The rate is inclusive of provision of all equipment, plant, personnel and facilities that are necessary to perform the work as required with establishment thereof for the project including de-establishment on completion of the work order.

**PA 2.3 INTER-BOREHOLE MOVE****a) Set-up ..... Unit: No**

The rate is inclusive of all transport and personnel required for relocation of the rig and all plant and equipment from one borehole site to another site and the set-up thereof. The provision of sumps is included in the Rotary Mud set-up.

**b) Travel ..... Unit: km**

Moves involving travel over and above the first 10 km travel in Payment 2.3 (a)

**c) Access Provision ..... Unit: km**

The rate is inclusive of all costs required to provide access for the contractor, personnel, plant, tools and equipment to execute the work according to specification where terrain is inaccessible for 4x4 vehicles and 6x6 trucks.



- PA 2.4 WATER HAULAGE ..... Unit: m<sup>3</sup>**
- Where additional water is required to be hauled to site in order to satisfactorily carry out Rotary Mud Drilling (Payment Items 2.11), Development of Borehole (Payment 2.12) and Jetting of Borehole (Payment 2.12). The rate is inclusive of all water supply equipment and personnel required to draw and contain water and the haulage thereof from water source to site. Payment shall be made as follows: Unit rate per cubic metre (m<sup>3</sup>) of water hauled.
- PA 2.5 TRANSPORT OF SPECIAL ITEMS ..... Unit: km**
- The rates are to include for the provision of suitable vehicular transport and personnel for additional transport of Odex Casing Shoes, Special Casings and/or Screens or Additional Items as directed by the Engineer.
- PA 2.6 AIR PERCUSSION DRILLING (abrasive rock) ..... Unit: m**
- The rates for Air Percussion Drilling are based on diameter and cover all costs for labour, plant, materials, and fuel required for advancement of borehole to specified depths, and which are not covered under other payment items. The Contractor shall be paid a rate per borehole diameter per linear metre advanced for depth ranges up to 200 m under Payment Item 2.6.
- PA 2.7 AIR PERCUSSION DRILLING (boulders & alluvium) ..... Unit: m**
- The rate provides for all additional labour, plant, materials, and fuel required for the successful advancement of the borehole through alluvial boulder layers of any thickness overlying the consolidated rock formation where standard air percussion drilling methods are ineffective. The rates are determined as a drilling rate per borehole diameter for the drilling depth range 0 – 50 m as provided in Payment Item 2.7.
- PA 2.8 ODEX AIR PERCUSSION DRILLING ..... Unit: m**
- The rates for Odex Air Percussion Drilling are based on diameter and cover all costs for labour, plant, material and fuel required for the successful advancement of the borehole through collapsible layers of any thickness overlying the consolidated rock formation where standard air percussion drilling methods are proved to be ineffective, and which are not covered under other payment items. The Contractor shall be paid a rate per linear metre advanced as per borehole diameter of 165 mm only for the depth range of 0 – 100 m under Payment Item 2.8.
- PA 2.9 ODEX AIR PERCUSSION CASING SHOE ..... Unit: No**
- Where Odex Air Percussion drilling is required a casing, shoe shall be used.
- Where the requirement for Odex drilling has not been specified in the work order and if special transport of the casing shoe is required the transport cost thereof shall be covered under Payment Item 2.5.
- PA 2.10 REAMING ..... Unit: m**
- The rate provides for all additional labour, plant, material and fuel required for reaming a smaller diameter borehole to a larger diameter as specified by the Engineer. The Contractor shall be paid at a rate per linear metre advanced for the depth range up to 150 m under Payment Item 2.10.

- PA 2.11 ROTARY MUD DRILLING ..... Unit: m**
- The rates for Rotary Mud Drilling are based on diameter and cover all costs for labour, plant, material and fuel required from advancement of borehole to specified depths and which are not covered under the other payment items. The Contractor shall be paid a rate per linear metre advanced for the depth range up to 150 m under Payment Item 2.11.
- PA 2.12 DEVELOPMENT OF BOREHOLE ..... Unit: hr**
- The borehole development time rate is to cover all the time effectively spent on borehole development as instructed by the Engineer. The Contractor is deemed to have all the necessary equipment on site for development.
- On completion of drilling a borehole, a minimum of 2 hours of development is deemed to be the necessary cleaning out of the borehole. The Contractor shall be paid at an hourly rate under Payment Item 2.12.
- If additional water is required for development the water haulage cost thereof shall be covered under Payment Item 2.4.
- PA 2.13 JETTING OF BOREHOLE ..... Unit: hr**
- The rate is to cover all the special equipment used and time effectively spent on jetting the borehole a minimum of 6 hours as instructed by the Engineer. The Contractor is deemed to have all the necessary equipment on site for jetting under Payment Item 2.12.
- If additional water is required for jetting the water haulage cost thereof shall be covered under Payment Item 2.4.
- PA 2.14 INSERTION OF CASING ..... Unit: m**
- The rate provides for the insertion of permanent casings in boreholes as instructed by the Engineer under Payment Item 2.14.
- PA 2.15 REMOVAL OF CASINGS ..... Unit: m**
- There shall be no payment for removal of casing in boreholes declared lost or in which the casing cannot be set in position due to misalignment or other operational problems. Removal of casing as instructed by the Engineer shall be paid under Payment Item 2.15.
- PA 2.16 INSTALLATION OF FACTORY PERFORATED CASING AND/OR SCREENS ..... Unit: m**
- Where factory perforated casing and/or screens are to be installed in production boreholes in accordance with specific instructions under the supervision of the Engineer a metre rate shall cover all costs for the installation thereof under Payment Item 2.16.
- PA 2.17 PERFORATION OF CASING (ON-SITE) ..... Unit: m**
- The rate provides for the on-site perforation of plain casing as supplied under Payment Item 2.22 and is inclusive of all equipment and labour required for perforation. The Contractor is deemed to have all the necessary equipment on site for perforation. Payment shall be measured at a rate per linear metre of casing perforated under Payment Item 2.17.

**PA 2.18 FORMATION STABILIZER/GRAVEL PACK ..... Unit: m<sup>3</sup>**

Where instructed by the Engineer a formation stabiliser or a gravel pack shall be inserted and will be measured at a rate per cubic metre (m<sup>3</sup>) of material supplied and inserted under Payment Item 2.18.

**PA 2.19 FILTER PACK ..... Unit: m<sup>3</sup>**

Where instructed by the Engineer a filter pack shall be inserted and will be measured at a rate per cubic metre (m<sup>3</sup>) of material supplied and inserted under Payment Item 2.19.

To take into account the higher cost of a special supply of filter material (specified by the Engineer) payment shall be made for the supply and insertion of a minimum 0,5 m<sup>3</sup> of filter pack at a time.

**PA 2.20 GROUT BACKFILL/BENTONITE SEAL ..... Unit: m**

Grout backfill/Bentonite Seal shall be paid for at a rate per linear metre inserted under Payment Item 2.20.

**PA 2.21 CAPPING OF BOREHOLE ..... Unit: No**

The rate for capping of a borehole of varying diameter includes the provision and affixing of the steel or PVC cover to the steel or PVC casing respectively and the inscription of the borehole number identification thereof under Payment Item 2.21.

**PA 2.22 SUPPLY OF MILD STEEL CASING, SPECIAL CASINGS AND SCREENS ..... Unit: m or No**

Payment under Payment Item 2.22 for the cost of supply, transport, delivery and safekeeping on site of mild steel casing, special casings and screens of varying diameter and wall thickness with fittings as specified by the Engineer shall be on the basis of proven cost with a percentage mark up of 12% on the net price (excluding VAT). Payment shall be made only for materials used and shall be calculated for each completed borehole. No claims for extra payment will be entertained by reason of remoteness. The Contractor shall purchase the specified casings and screens on the basis of competitive quotes as approved by the Engineer.

There shall be no payment for casings and screens declared lost or made unusable due to damage thereof.

Where the requirement for special casings and screens has not been specified in the work order and if special transport as approved by the Engineer is required to deliver these items to site the cost thereof shall be made in accordance with Payment Item 2.5: Transport of Special Items.

**PA 2.23 ADDITIONAL ITEMS**

Where Additional Items are specified by the Engineer and rates are not included in the Schedule of Rates, the costs thereof shall be recovered on the basis of proven cost with a percentage mark up of 12% on the net price (excluding VAT).

Payment shall be made only for materials used and shall be calculated for each completed borehole. No claims for extra payment will be entertained by reason of remoteness. The Contractor shall purchase specified materials on the basis of competitive quotes as approved by the Engineer.

A provisional sum is provided for these expenses and shall only be paid at the written instruction of the Engineer

The 'proven cost' shall then be approved by the Engineer on the following basis:

**a) Materials ..... Unit: Prov Sum**

Original invoices and receipts provided by the Contractor.

**b) Labour ..... Unit: Prov Sum**

A daywork rate with calculations based on the aggregate of the gross remuneration of the workmen and of the foreman for the time they are actually engaged on the work concerned.

**PA 2.24**

**TESTING OF BOREHOLES**

**(a) Setup, test run, installation, calibration of equipment**

**(i) For yield up to 10 l/s and 100 m deep ..... Unit: No**

**(ii) Extra- over (a)(i) per metre deeper than 100 m ..... Unit: m**

The rate shall cover the cost for set-up, "dummy run", installation and calibration of equipment for each test, borehole disinfection and protection.

**(b) Travelling for inter-borehole move .....Unit: km**

The rate shall cover all cost incurring for travelling and moving plant between boreholes for testing of boreholes.

**(c) Sequential step-draw-down tests of 60 minutes duration ..... Unit: hr**

The rate will cover the cost for executing all necessary processes for each step separately.

**(d) Recovery measurement to 90 % of static water level ..... Unit: hr**

The rate shall cover the cost for all proceedings during the period at an hourly rate.

**(e) Constant discharge test**

**(i) For yield up to 10 l/s ..... Unit: hr**

**(ii) Recovery measurement to 90% of static water level ..... Unit: hr**

The rate shall cover the cost to perform the test and will be measured separately for (a) Blow yield and (b) time.

**(f) Sampling of water and test for human consumption ..... Unit: No**

The rate shall cover the cost for taking a water sample per borehole according to the SANS Standards, the correct transporting of the sample to a commercial laboratory and the subsequent chemical and bacteriological tests to determine whether the water is acceptable for long term human consumption together with a Report per borehole sample taken.

**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 always locked.

**(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 a forementioned 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 clean-up 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 OHS 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 OHS 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**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**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.

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

**C4.1.2 SUBSOIL CONDITIONS**

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

The Contractor must make provision for the 'handling' of all surface stormwater and seepage on a continuous basis until completion.

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BOREHOLES**

**APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

### **PREAMBLE**

In terms of Construction Regulation 5(5) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Municipality as the Employer shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Employer.

The Employer's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Employer.

### **Scope of Health and Safety Specification Document**

The Health and Safety Specifications pertaining to the project, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Principal Contractor pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.



## Purpose

The Main Contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications (All references to the singular shall also be regarded as references to the plural).

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- Safety considerations affecting the site of the project and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 and incorporated into the above Act by Government Notice R84, published in Government Gazette 37305 shall apply to any person involved in construction work pertaining to this project, as will the Act.

## Definitions

The following definitions are extracted from the OHS Act and relevant Regulations.

**“Purpose of the Act”** to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith;

**“Employer”** means any person for whom construction work is performed;

**“Construction Work”** is defined as any work in connection with:

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

**“Contractor”** means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File”** means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

**“Health and Safety Plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“Method Statement”** means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Risk Assessment”** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## **HAZARD IDENTIFICATION AND RISK ASSESSMENT (CONSTRUCTION REGULATION 9)**

### **Development of Risk Assessment**

The Principal contractor performing construction work shall, before the commencement of any construction work cause a risk assessment to be performed by a competent person, appointed in writing and the risk assessment shall form part of the OHS plan be implemented and maintained as contemplated in Construction Regulation 7(1).

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan.

Based on the risk assessments, the Principle contractor shall develop a set of site-specific OHS rules that shall be applied to regulate the OHS aspects of the construction.

### **Review of Risk Assessment**

The principle shall review the hazard identification, risk assessments and standard working procedure on a monthly basis and update records in the Occupational Health and Safety File. **Please note the risk assessments quality review template to be included in the OHS File.**

## LEGAL REQUIREMENTS

A Principal Contractor shall, as minimum, comply with:

- The Occupational Health and Safety Act 85 of 1993 and Regulations, an up-to-date copy of which shall be available on site at all times;
- The Compensation for Occupational Injuries and Disease Act 130 of 1993, an up-to-date copy of which shall be available on site at all times.
- Disaster Management Act 57 of 2002 Amended

## STRUCTURES AND RESPONSIBILITIES

### Overall Supervision and Responsibility for OHS

It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulation 7(3), 7(5), 7(9), 7(10) and 7(12) includes in his agreement with Contractors the following:

- OHS 85 of 1993, section 37(2) agreement: “Agreement with mandatory”
- OHS 85 of 1993, section 16(2) appointee/s as detailed in his/her respective appointment forms.

### Appointments

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appropriate appointments for this contract, which the contractor must ensure adherence to.

OHS Officer	Construction Regulation 8(6)
Assignment by CEO	OHSA 16(2)
Contractor	CR 4(1)(c)
OHS Representatives	OHS Section 17
OHS Committee	OHS Section 19
Construction Supervisor	Construction Regulation 6(1)
Risk Assessor	Construction Regulation CR 7(1)
Emergency/Security/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Incident Investigator	General Admin Regulation 29
HCS Supervisor	HCS Regulations
Stacking and Storage Supervisor	Construction Regulation 28

**Please note the site organogram should be included in the OHS File with all responsible appointed persons clearly displayed; please ensure that the regulation applicable is referenced next to the appointed person.**

In Addition the Principal Contractor is required to list all Sub-Contractors that he/she appoints or intends to appoint and keep the list updated and displayed on site.

## **ADMINISTRATIVE CONTROL AND THE OCCUPATIONAL HEALTH AND SAFETY FILE**

### **The OHS File (Construction Regulation 7)**

As required by Construction Regulation 7, the Principal Contractor and other sub-contractors shall each keep an OHS file on site. With the following included in the OHS file:

- Notification of Construction work
- Latest Copy of OHS Act & Regulations, COID Act
- Environmental Plan
- Quality Control Plan
- COVID-19 OHS Plan
- COVID-19 Screening of Employees
- OHS Policy and Site OHS Rules
- Proof of registration and good standing with COID Insurer
- OHS Plan and Risk Assessments, Safe working Procedures and method statements
- Incident Management
- Emergency evacuation plan
- Copies of OHS Committee and other relevant minutes
- A list of Sub-contractors including copies of mandatory agreements
- MSDS
- Appointment letters
- Competency Certificates
- Medical certificate of fitness (Occupational Health Practitioner)
- PPE Issue record
- Induction Record
- Tool box Talks topics and Record
- Checklists and Registers as follows:

Accident/Incident Register	Stacking and Storage inspection
Machinery safety inspection register	HCS record (if applicable)
First Aid box contents	Hand Tools Checklist
Housekeeping	Construction vehicle and mobile plant
Portable Electrical Equipment	
Fire equipment inspection and maintenance	

The Municipality will conduct an Audit on the OHS file of the Principal Contractor on a regular basis.

### **Notification of Construction Work**

The Principal Contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OHS file.

### **Training and Competence**

The contents of all the training required by the Act and Regulations shall be included in the Principal Contractor's OHS Plan. The Principal Contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited Service Providers shall be used for OHS training. The Principal Contractor shall ensure that his and other sub-contractors personnel appointed are competent and that all training require to do work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OHS file for auditing purposes.

### **Consultation, Communication and Liaison**

Consultation with the workforce on OHS matters will be through OHS representatives and the OHS committee. The Principal Contractor shall be responsible for the dissemination of all relevant OHS information to Sub-Contractors. The Principal Contractor's most senior manager on site shall be required to attend all OHS committee meetings.

### **CHECKING, REPORTING AND CORRECTIVE ACTION**

#### **Monthly Audit by Employer (Construction Regulation 5(1) (o))**

The Municipality will conduct monthly audits to comply with CR5(1)(O) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OHS plan.

#### **Contractor's Audits and Inspections**

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OHS management system as well as with this specification.

#### **Inspections by OHS Representatives and other Appointees**

OHS representative shall conduct weekly inspections of their areas of responsibility and the report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and the report thereon as specified in their appointments.

#### **Recording and Review of Inspection Results**

All the results of the above-mentioned inspections shall be in writing, reviewed at OHS committee meetings, endorsed by the chairman of the meeting and placed in the OHS file.

#### **Accidents and Incident Investigation (General Administration Regulation 9)**

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation will be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

## Reporting

The Principal Contractor shall provide the Municipality with all copies statutory reports required in terms of the Act within 7 days of the incident occurring.

## OPERATIONAL CONTROL

### Operational Procedures

Each construction activity shall be assessed by the Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during execution of each activity. This specification requires the Principal Contractor:

- To be conversant with Regulation 10 to 30 (inclusive);
- To comply with provisions; and
- To include them in the OHS plan where relevant.

### Emergency Procedures

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedure shall be included in the Principal's contractor OHS file.

### Medical Certificate of Fitness [Construction Regulation 7(8)]

The Contractor must ensure that all his employees have a valid medical certificate of fitness, **specific to the construction work performed** and issued by an occupational health practitioner in the form of Annexure 3.

## COVID-19

~~The Contractor to ensure all employees undergo COVID-19 Screening. Cloth masks, Hand sanitizer and soap is readily available for all the employees and visitors for hygiene purposes. Social distancing of 1m to be exercised at all Times. Awareness talks to be prioritized on a weekly basis and as needed be.~~

### Personal Protective Equipment (PPE) (Sections 8,5,23 of OHS Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them, or where impracticable, takes steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

PPE should, however, be the last resort and there should always first be attempted to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is future requirements that the Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employees.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed PPE through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition for which the equipment

was prescribed, but an alternative solution has to be found that may include relocating or discharging the employee.

The Principal Contractor shall include in his OHS plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the monthly inspection meetings.

### **Other Regulations**

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Machinery on Construction Sites) the Principal Contractor shall be conversant with and shall comply with these regulations.

### **Public Health and Safety (Section 9 of the OHS Act)**

The Principal Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This included:

- Non-employees entering the site for whatever reason;
- The surrounding community; and
- Passer-by to site.

**NB: BEFORE CONSTRUCTION, CONTRACTOR TO BE MINDFUL OF EXISTING ELECTRICAL POWER LINES, SEWER LINE AND WATER PIPES.**

### **PROTECTION OF EXISTING SERVICES**

#### **Location of existing services**

Before any underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. For this purpose, he shall obtain from the Engineer up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

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

#### **Protection during construction**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. Services left exposed shall be suitably protected from damage.

### **Erosion control**

During construction, the Contractor shall protect all areas susceptible to erosion by installing all necessary temporary and permanent drainage works as soon as possible and by taking such other measures as may be necessary to prevent the concentration of surface water and the scouring of slopes, banks and other areas.

Runnels or erosion channels developing during the construction period or during the defects liability period shall be backfilled and consolidated and the affected areas shall be restored to their former proper condition. The Contractor shall not allow large-scale erosion to develop before effecting repairs and all erosion damage shall be repaired as soon as possible and in any case not later than three months before the end of the defects liability period. Topsoil washed away shall be replaced.

### **PROJECT/SITE SPECIFIC REQUIREMENTS**

#### **List of Risk Assessments (Among others)**

- Clearing and Grubbing of the area/site;
- Site establishing including;
- Fire;
- COVID-19;
- Adjacent land uses/surrounding property exposures;
- Exposure to noise;
- Exposure to vibration;
- Protection against dehydration and heat exhaustion;
- Use of portable electrical equipment;
- Loading and offloading of trucks;
- Aggregate/sand and other materials delivery;
- Use and storage of flammable liquids and other HCS;
- Layering and bedding;
- Dust Control;
- Fire Protection;
- Housekeeping

**Outlined data, references and information on certain and/or specific obligatory requirements to ensure compliance, the Principal Contractor has to comply with the health and safety specification as well as all the OHSA 85 of 1993 requirements and all it's regulations.**



## 1. Administrative & Legal Requirements

<b>OHS Act Section/ Regulation</b>	<b>Subject</b>	<b>Requirements</b>
Construction. Regulation 4	<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	<b>*Copy of OHS Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	<b>*Registration with Compensation. Insurer</b>	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1) (b)	<b>H&amp;S Specification &amp; Programmed</b>	H&S Spec received from Employer and/or its Agent on its behalf OHS programmed developed & Updated regularly
Section 8(2)(d) Construction. Regulation 8	<b>*Hazard Identification &amp; Risk Assessment</b>  <b>Risk assessment should cover all aspects and processes in the whole construction work including the high risk areas which must lead to the development and documenting some safe work procedures on every task being carried out on site.</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained The traffic accommodation plan during the construction. Watering of the by-pass road and all areas where employees work.
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OHS Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(2)	<b>Designation of Assistant for above</b>	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7 Section 17	<b>*Designation of Health &amp; Safety Representatives</b>	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.

Section 19 & 20 General Administrative Regulations 5	<b>*Health &amp; Safety Committee/s</b>	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	<b>*Agreement with Mandatories/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8  COID Act Sect.38, 39 & 41	<b>*Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure displayed.  All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Employer and/or its Agent on its behalf  Cases of Occupational Disease Reported  Copies of Reports available on Site  Record of First Aid injuries kept

General Admin. Regulation 9	<b>*Investigation and Recording of Incidents</b>	<p>All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</p> <p>Copies of Reports (Annexure 1) available on Site</p> <p>Tabled at H&amp;S Committee meeting</p> <p>Action taken by Site Management.</p>
Construction. Regulation 13	<b>Excavations</b>	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> <p>Method statement developed where explosives will be/ are used</p>
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</p> <p>Written Proof of Competence of above appointee available on Site</p>
Construction. Regulation 29/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</p> <p>Emergency Evacuation Plan developed:</p> <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> <p>Fire Risk Assessment carried out</p> <p>All Fire Extinguishing Equipment identified and on <b>register</b>.</p> <p>Inspected weekly. Inspection Register kept</p> <p>Serviced annually</p>
General Safety Regulation 3	<b>*First Aid</b>	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OHS Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/as clearly indicated.</p> <p>Signs instructing employees to report all</p> <p>Injuries/illness including first aid injuries</p>

General Safety Regulation 2	<b>Personal Safety Equipment (PPE)</b>	PSE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	<b>*Control of Storage &amp; Usage of HCS and Flammables</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Construction. Regulation 23	<b>Construction Vehicles &amp; Earth Moving Equipment</b>	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept

## 2. Education & Training

<b>Subject</b>	<b>Requirement</b>
*Company OHS Policy Section 7(1) *Company/Site OHS Rules (Section 13(a)) *Induction & Task Safety Training (Section 13(a)) *General OHS Training (Section 13(a)) *Occupational Health & Safety Promotion	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed. Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules. All new employees receive OHS Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions. All current employees receive specified OHS training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions. <u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OHS Notices. Site OHS Competition.

### 3. Public Safety, Security Measures & Emergency Preparedness

<i>Subject</i>	<i>Requirement</i>
<b>*Notices &amp; Signs</b>	Notices & Signs at entrances / along perimeters indicating <b>"No Unauthorized Entry"</b> . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>"Visitors to report to Office"</b> Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
<b>Site Safeguarding</b>	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
<b>*Security Measures</b>	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
<b>*Emergency Preparedness</b>	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
<b>*Emergency Drill &amp; Evacuation</b>	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available displayed and practiced. (See Section 1 for Designation & Register)

### 4. Personal Protective Equipment

<i>Subject</i>	<i>Requirement</i>
<b>*PPE needs analysis</b>	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
<b>*Head Protection</b>	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
<b>*Foot Protection</b>	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
<b>*Eye and Face Protection</b>	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack/ Kango Hammers</li> <li>* Angle / Bench Grinders</li> <li>* Electric Drills (Overhead work into concrete / cement / bricks</li> <li>* Explosive Powered tools</li> <li>* Concrete Vibrators / Pokers</li> <li>* Hammers &amp; Chisels</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Guillotines and Benders</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
<b>*Hearing Protection</b>	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack / Kango Hammers</li> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminum Working Machines e.g. saws, planers, routers</li> </ul>
<b>*Hand Protection</b>	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>* Cement / Bricks / Steel / Chemicals</li> <li>* Welding Equipment</li> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
<b>*Respiratory Protection</b>	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> <li>* Dry cement</li> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> </ul>

	* Spray Painting etc.
<b>*Protective Clothing</b>	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
<b>*PPE Issue &amp; Control</b>	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

## 5. Housekeeping.

Subject	Requirement
<b>*Scrap Removal System</b>	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
<b>Stacking &amp; Storage</b>  (See Section 1 for Designation & Register)	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <u>Storage:</u> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under controls.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
<b>*Waste Control/Reclamation</b>	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
<b>Sub-contractors.</b>	Sub-contractors required complying with Housekeeping requirements.

## 6. Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1)  General Machinery Regulation 2(1): <b>Supervision of the Use &amp; Maintenance of Machinery</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded

## 7. Workplace Environment, Health and Hygiene

<b>Subject</b>	<b>Requirement</b>
<b>*Ventilation</b>	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
<b>*Noise</b>	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
<b>*Heat Stress</b>	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
<b>*Ablutions</b>	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
<b>*Eating / Cooking Facilities</b>	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
<b>*Pollution of Environment</b>	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
<b>*Hazardous Chemical Substances</b>	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
<b>*COVID-19</b>	Toolbox Talks Sessions PPE (Cloth face masks and surgical gloves) Soap and Water, Hand Sanitizers Social distancing (1metre)

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

**SIGNATURE OF EMPLOYER (VICTOR KHANYE LOCAL MUNICIPALITY)**

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

**SIGNATURE OF PRINCIPAL CONTRACTOR**

[.....]

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

**VICTOR KHANYE LOCAL MUNICIPALITY**

**CONTRACT NO: T/RW12/MIG/P2/2022/2023/C**

**FOR**

**DRILLING, REFURBISHMENT OF BOREHOLES IN RURAL AREAS AND  
PROVISION OF ELEVATED STEEL TANKS – DRILLING & TESTING OF  
BOREHOLES**

**APPENDIX B: DRAWINGS FOR TENDER PURPOSES**

No drawings for Tender purposes