



CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

TENDER NO: EDM/26/2021-22

CIDB GRADING CLASS 4CE or HIGHER

Issued By: Ehlanzeni District Municipality 8 van Niekerk Street PO Box 3333 Nelspruit 1200 Tel: 013 759 8500 Fax 013 755 8539 Email Address: tsambo@ehlanzeni.gov.za Contact Person: Mr T Sambo	Prepared By: Africando Civil and Project Managers 244 Jean Avenue Street, Unit 4 Norma Jean Square, Die Howes PO Box 1315 Rooihuiskraal 0154 Tel: 012 644 0318 Email Address: info@africandoengineers.com Contact Person: Mr MJS Mabuza
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NAME OF BIDDER: -

CSD REG NO.: -

CIDB NO.: --

TEL NUMBER: -.

Total of the prices inclusive of value added tax: R

Preferences claimed for: (tick relevant boxes)

☐ **B-BBEE Status level Contributor**

EHLANZENI DISTRICT MUNICIPALITY

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BID NOTICE AND INVITATION TO BID

EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

EHLANZENI DISTRICT MUNICIPALITY HEREBY INVITES BIDS FOR THE ABOVE-MENTIONED TENDER

Only bidders who have provided the following mandatory information and documents to be used to evaluate the bidder's responsiveness will be considered for further evaluation on functionality:

- Central Supplier Database (CSD) Registration Report.
- Valid SARS PIN.
- Certified company registration documents from the Companies and Intellectual Property Commission (CIPC) and bidders must attach certified copies of shareholder's certificates where applicable.
- Certified copies of identity documents of company directors.
- Joint Venture or Consortium Agreement if applicable.
- Certified copy or copies of municipal account/s not older than three months for both the bidder and the company directors or lease agreement or proof of residence (PTO) from the relevant traditional authority.
- Fully completed tender document as issued and signed.
- The bid comprises of local content and production for designated sectors such as locally produced or locally manufactured **steel products (100%), PVC pipes (100%),** and both **valves and pumps (70%)** prospective service provider are required by law to properly and correctly complete the **MBD 6.2 with Annexures C, D and E** (Local production and Content). Failure to complete these documents will lead to automatic disqualification as the bid will be considered non-responsiveness.
- CIDB grading of **4CE** or higher.

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality with a minimum threshold of **65 points** out of a possible **100 points**, and price and B-BBEE status level of contribution in accordance with the criteria stipulated on the bid or tender documents in line with the provisions of the Preferential Procurement Regulations, 2017.

Bid documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from **Wednesday, 26 January 2022**. Further information regarding the downloading and uploading of documents will be explained in the virtual briefing session.

A compulsory briefing session will be held on **Wednesday, 2 February 2022, 10H00** at **Hoxane Water Treatment Works, and the co-ordinates are Latitude: 25° 0'53.97"S and Longitude: 31° 12'32.13"E, Bushbuckridge Local Municipality.**

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Tuesday, 8 February 2022** not later than **12H00**.

Enquiries: Contact Person - ADMINISTRATION: Mr. P Khumalo at 013 759 8-573 or pkhumalo@ehlanzeni.gov.za

Contact Person – TECHNICAL: Mr. T Sambo at 013 759 8500 or tsambo@ehlanzeni.gov.za

F S SIBOZA
MUNICIPAL MANAGER

EHLANZENI DISTRICT MUNICIPALITY

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data Applicable to this Tender:

Clause number	Tender Data
F.1.1	The employer is the ENHLANZENI DISTRICT MUNICIPALITY.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>Tender</p> <p>T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Contract</p> <p>Part 1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Safety Agreement</p> <p>Part 2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3 Scope of work</p> <p>Part 4: Site information</p> <p>C4 Site information</p> <p>Book of Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Africando Civil and Project Managers</p> <p>Address: 244 Jean Avenue, Unit 4 Norma Jean Square, Die Howes</p> <p>..... Centurion</p> <p>..... 0154</p> <p>Tel: 012 644 0318</p> <p>Fax:</p> <p>Email: info@africandoengineers.com</p>

- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class or higher of construction work; and
 - contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - The Council, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - The Council, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.
- Joint ventures are eligible to submit tenders provided that:
- every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation in the 4CE class or higher of construction work; and
 - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 4CE class or higher of construction work.
- F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a CE class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.
- F.2.7 A compulsory clarification meeting will be held.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- 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 and who have provided valid and readable e-mail addresses.
- F.2.12 No alternative tender offers will be considered
- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as specified in the Bid notice and Invitation to Bid.
- F2.15.1
- TENDER NO: EDM/26/2021-22 CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN NKOMAZI LOCAL MUNICIPALITY**
- F.2.13 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.19 Not applicable
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a **Valid** Tax Pin number issued by the South African Revenue Services
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 Tenders will be opened immediately after the closing time for tenders at the location of submission.

F.3.11 Evaluation of Tender Offer (Evaluation Criteria):

The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

- The value of this bid is estimated to be greater than R30 000, but less than or equal to R50 million (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Up to 20 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F.3.11.3 (a) Functionality (Quality)

Tenderers will be required to achieve a minimum of **65 points** for functionality out of a possible **100 points** for them to qualify for further evaluation with the 80/20 points system.

Functionality will include the following:

(Refer to Competence Achievement Schedule on Returnable Schedule)

1.	Company Experience	30
2.	Financial References	10
3.	Construction Team Key Personnel	30
4.	Plant and equipment	30

Functionality Competence Achievement Schedules

1. Company Experience (30 points)

Provide the name of current/recent contactable references for each similar project (Water projects) that the bidder has executed in the last five years. The information provided should include:

- Customer
- Company name
- Contact person
- Address
- Phone number
- Contract value
- Duration of contract
- Brief description of the services provided

It must be noted that the experience of the firm carries a maximum of **30 points** as indicated in the table below. If proof of appointment letter and completion certificate is not provided, then the bidder shall obtain zero point on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates.

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

Tenderers are required to only attach **certified copies of appointment letters** and **certified copies completion certificates**. Points will be allocated in the following manner;

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed	1 – 2 Projects	No	10	
	2 - 3 Projects	No	15	
	3 - 4 Projects	No	20	
	4 Projects upwards	No	30	
Sub-Total			30	
TOTAL			30	

2. Financial references (10 points)

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Score
Very Good – indisputable for enquiries	TABLE A2: FINANCIAL REFERENCES	A	10
Good – Good for the amount of work		B	10
Adequate – Good for the amount strictly in accordance with business		C	10
Poor – Reasonable business risk. If audited financial statements are not older than 2 financial years.		D	6
Inadequate but with minimal risk		E	4
Unacceptable and risky (additional motivation will be required prior appointment)		F	0
The bank letter submitted should have the banking details of the company, enquiries contact person and bank rating. And the letter must not be older than three (3) months			

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should be stamped and not be older than 3 months).

3. Construction Team Key Personnel (30 points)

Contracts Manager is required to have a BSc/BTech in Civil Engineering (**Please attach certified copies of qualifications in order to claim points**) and have at least 5 years' water projects

construction experience OR a National Diploma (N Dip.) in Civil Engineering and have at least 7 years' water construction experience in a contracts manager's role ***Please attach detailed CV with relevant experience in order to claim points***. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

Years' Experience	BSc/BTech	5	6	7	8	10
	N Dip.	7	8	9	10	12
Points		2	4	6	8	10

Site Agent is required to have a National Diploma in Civil Engineering or has NQF 5 qualification (LIC) ***(Please attach certified copies of qualifications in order to claim points)*** and have 5-10 years' construction experience with a minimum of 3 years in water construction experience in a site agent's role ***Please attach detailed CV with relevant experience in order to claim points***, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	2	4	6	8	10

Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification ***(Please attach certified copies of qualifications in order to claim points)*** with experience in water projects of not less than FIVE (5) years in LIC. Points will be allocated on a pro-rata basis for experience between 5 to 25 years ***(Please attach detailed CV with relevant experience in order to claim points)***, as indicated below:

YEARS EXPERIENCE	5	10	15	20	25
POINTS	1	2	3	4	5

Safety officer on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification ***(Please attach certified copies of qualifications in order to claim points)*** with experience in water projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years ***(Please attach detailed CV with relevant experience in order to claim points)***, as indicated below:

YEARS EXPERIENCE	2	3	4	5	6
POINTS	1	2	3	4	5

Experience	Returnable schedule Ref	Points
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	Annexure J: Format of Curriculum Vitae of Key Personnel	30

NOTE: Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract.

4. Plant and Equipment (30 points)

It must be noted that a total point of 30 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored. Letter of intent from the lessor must be attached.

Evaluation Criteria	Minimum Required	Eliminati on Factor	Points obtaina ble (Own)	Points obtainable (leased)
Firm's plant and equipment – Note: Proof of ownership (Certified copies of Vehicle Registration Documents) the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavator x 1	1	10	5
	Firm's number of TLBs x1	1	6	3
	Firm's number of Tipper Truck x 1	1	6	3
	Firm's number of water tanker x 1	1	4	2
	Firm's number of LDVs x 2	2	4	2
Sub-total			30	15
Total			30	15

F.3.13.1 Tender Offers will only be accepted if:

- (a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate/SARS PIN number is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) has completed the Compulsory Enterprise Questionnaire 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.
- (e) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (f) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (g) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2004 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (h) The Tenderer or any of its principals 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;
- (i) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (j) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (k) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - i. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - ii. having acted in a fraudulent or corrupt manner in obtaining or executing this contract;

- iii. having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
 - iv. having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
 - v. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
 - vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
- (l) All other schedules to be filled in as per "T2.1 List of Returnable Documents" and documents required.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

A compulsory clarification / site meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions will be held on site

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Were stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and

announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
------------------------------	--

Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend 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.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

N_{FO} = $W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOOMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Annexure A. Record of Addenda to Tender Documents
- Annexure B. Proposed amendments and qualifications
- Annexure C. Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Annexure D. Compulsory Declaration
- Annexure E. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- Annexure F. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor (Including certified ID copies of Directors)
- Annexure G. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- Annexure H. Schedule of Tenderer's Experience
- Annexure I. Schedule of Tenderer's Banking details
- Annexure J. Schedule of Key Personnel (See attach format of CV No.:8)
- Annexure K. Schedule of plant and Equipment
- Annexure L. Competency Achievement Schedules

2. Documents required only for tender evaluation purposes

- 1) Valid Tax Clearance Certificate and SARS pin attachment
- 2) CIDB registration Certificate (where applicable)
- 3) Valid original or certified copy of BBB-EE certificate
- 4) Format of Curriculum Vitae (CV)
- 5) Full CSD report (Summary report **NOT** acceptable)
- 6) Usage of pencil or Erasable ink is prohibited and usage of Tippex is prohibited.
- 7) For any cancellations in the Tender document a signature must be appended

3. Other documents that will be incorporated into the contract

- M. Execution Programme
- N. Contractor's Health and Safety Declaration
- O. Contractor's Safety Plan
- P. Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

Annexure A: Record of Addenda to tender documents

We confirm the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered 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 _____

Annexure B: 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 _____

Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

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

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	Max points for preference
Level 1 contributor	20
Level 2 contributor	18
Level 3 contributor	14
Level 4 contributor	12
Level 5 contributor	8
Level 6 contributor	6
Level 7 or contributor	4
Level 8 contributor	2
Form not completed or no-complaint contributor	0

4 Declaration

The tenderer declares that

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

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Annexure D: Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number
-------------------------------	------------------------	--------------------------------------

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 member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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 (interest 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)
- 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

.....

Enterprise name

.....

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.

Annexure E: 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 For 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. 19/2018 and any contract resulting from it on behalf of the company.

Chairperson:

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. 19/2018 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.*

(II) 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. EDM/12/2020/2021 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.

Annexure F: Registration Certificate of an Entity

[Important note to Tenderer: Certified copies of: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, Certified copies of municipal accounts for, proof of residence (PTO) from the relevant authority must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Annexure G: Proof of Workmen's Compensation Registration Certificate

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.

Annexure H: Schedule of the Tenderer's Experience

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.....

Annexure I: Schedule of Tenderer's Banking Details

The Tenderer must attach hereto proof company banking details at which he/she declares the account. The content of the bank letter must state the credit rating, name of the account holder, account number Bank name branch code and contact person details.

Failure to attach the required stamped bank letter that is not more than three months old with the tender submission may render the tenderers zero points for functionality.

Annexure J: 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

Annexure K: Schedule of Plant and Equipment

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.....

Annexure L: Competence Achievement Schedules

Functionality Points will be spread as follows (100 points maximum):

TABLE A1: COMPANY EXPERIENCE

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

✓ **Company Experience in similar bulk water and water reticulation projects– 30 points**

i) Evaluation shall be based on the largest projects executed in the past five years.

Only experience from the tendering entity, and not by staff members, shall be taken into account.

✓ **Relevant Overall Experience of Company – 30 points**

Company Experience	Returnable schedule Ref	Points
<p>A) Provide the names of current/recent contactable references for each category that the bidder has tendered for. The information provided include:</p> <ul style="list-style-type: none">• Customer• company name• contact person• address• phone number• contract value• duration of contract• brief description of the services provided <p>Attach certified appointment letters and completion certificates</p>	Annexure H: Competence Achievement Schedules	30

TABLE A2: FINANCIAL REFERENCES

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 90 days):

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Score
Very Good – indisputable for enquiries	TABLE A2: FINANCIAL REFERENCES	A	10
Good – Good for the amount of work		B	10
Adequate – Good for the amount strictly in accordance with business		C	10
Poor – Reasonable business risk (additional motivation will be required prior appointment)		D	6
Inadequate and risky		E	4
Unacceptable and risky (additional motivation will be required prior appointment)		F	0
The bank letter submitted should have all the banking details of the company, enquiries contact person and details. And the letter must not be older than three (3) months			

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should not be older than 3 months). Letter from tenders bank confirming their bank details should be attached.

TABLE A3: CONSTRUCTION TEAM KEY PERSONNEL

Construction Team Key Personnel – 30 points

i) Contracts Manager

Contract Manager is required to have a BSc/BTech in Civil Engineering (*Please attach certified copies of qualifications in order to claim points*) and have at least 5 years' water construction experience OR a National Diploma (N Dip.) in Civil Engineering and have at least 7 years' water construction experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

Years' Experience	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		2	4	6	8	10

ii) Site Agent

Site Agent is required to have a N.D Civil Engineering or has NQF 5 qualification (LIC) and have 5-10 years' construction experience with a minimum of 3 years in water projects construction experience in a site agent's role, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	2	4	6	8	10

iii) **Site Foreman**

Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification (*Please attach certified copies of qualifications in order to claim points*) with experience in water projects of not less than two (2) years in LIC. Points will be allocated on a pro-rata basis for experience between 3 to 7 years (*Please attach detailed CV with relevant experience in order to claim points*), as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

iv) **Safety Officer**

Safety officer on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification (*Please attach certified copies of qualifications in order to claim points*) with experience in water projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years (*Please attach detailed CV with relevant experience in order to claim points*), as indicated below:

YEARS EXPERIENCE	2	3	4	5	6
POINTS	1	2	3	4	5

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED FOR LEASING	POINTS CLAIMED	ALLOCAT ED POINTS
1	1 x Excavator	10	5		
2	1 x TLB	6	3		
3	1 x Tipper Truck	6	3		
4	1 x Water Truck	4	2		
5	2 x LDVS	4	2		
	SUB-TOTAL: Points	30	15		

SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Company Experience	30		
2	Financial References	10		
3	Construction Team Key Personnel	30		
4	Plant and Equipment	30		
	SUB-TOTAL:	100		

DOCUMENT 1: Tax Clearance Certificate and SARS PIN

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit a Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Tenderer, the Employer will confirm with the CIDB that the Tenderer's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted with the tender before the closing time and date of the tender.**

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

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF TENDER)

1. NAME OF TAXPAYER/TENDERER:																										
2. TRADE NAME:																										
3. IDENTIFICATION No. (if applicable)	:	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																									
4. COMPANY/CLOSE CORPORATION REG No.	:	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																									
5. INCOME TAX REFERENCE No.	:	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																									
6. VAT REGISTRATION No.	:	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																									
7. PAYE EMPLOYERS REG No. (if applicable)	:	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																									
NB: Copy of the tender request must be attached to this application.																											
CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:																											
SIGNATURE:																											
NAME :																											
TELEPHONE NUMBER : CODE: NUMBER:																											
ADDRESS :																											
DATE : 20...../...../.....																											
Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.																											
NAME OF PERSON RESPONSIBLE FOR CONTRACT:																											
(ST 5.1) March 1999																											

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 Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

DOCUMENT 2: Certificate of Contractor Registration Issued by the CIDB

Certificate of Contractor Registration Issued by the CIDB.

Document 3: BBBEE Certificate / Sworn Affidavit

[BBBEE Certificate / Sworn Affidavit to be attached here]

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

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

SITE FOREMAN

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

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

M: Execution Programme

The Tenderer shall detail below or 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.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

[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, unless it is listed in Table (b) of the Form hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

N: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2003.

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 OHS 1993 Construction Regulations 2003.
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 OHS 1993 Construction Regulations 2003, 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

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
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 2003 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 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:
 (Person authorized to sign on behalf of the Tenderer)

O: Contractor's Safety Plan

[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 2003, and referred to in T2.1]

P: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2017, to the office of the Department of Labour]

1.

(a) Name and postal address of Contractor:

(b) Name of Contractor's contact person:.....

Telephone number:

2. Contractor's workman's compensation registration number:

3. (a) Name and postal address of client:

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

(b) Name of client's contact person or agent:

Telephone number:

4. (a) Name and postal address of designer(s) for the project:

(b) Name of designer's contact person:

Telephone number:

5. Name of Contractor's construction supervisor on site appointed in terms of: Regulation 6(1):

..... Telephone number:.....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:.....
13. Name(s) of subcontractors already chosen:
-
-
-
-

SIGNED BY:.....

CONTRACTOR:

DATE:

CLIENT:

DATE:.....

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

**CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE
LOCAL MUNICIPALITY - PHASE 2**

**T2.2 Returnable Schedule required only for tender evaluation purposes, ENHLANZENI
DISTRICT MUNICIPALITY Forms (MBD Forms)**

MBD 2: Tax Clearance Certificate Requirements

MBD4: Declaration of Interest

MBD5: Declaration for procurement above R10m (all applicable taxes included)

MBD6.1: Preference Points claim form in terms of the preferential procurement regulations 2017

MBD6.2: Declaration certificate for local production and content

MBD8: Declaration of bidder's past Supply Chain Management Practices

MBD9: Certificate of Independent bid determination

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? YES / NO
- 3.8.1 If yes, furnish particulars.
.....

¹MSCM 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.

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

- 3.9 Have you been in the service of the state for the past twelve months? YES / NO
- 3.9.1 If yes, furnish particulars.....
.....
- 3.10 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
- 3.10.1 If yes, furnish particulars.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other 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
- 3.11.1 If yes, furnish particulars.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... YES / NO
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors' trustees, managers, principle shareholders or stakeholders in service of the state?..... YES / NO
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract..... YES / NO
- 3.14.1 If yes, furnish particulars.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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 greater than R30 000, but less than or equal to R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand greater than R50 million (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 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:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	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;

2.3 “**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;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated 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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 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;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 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.

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 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... = (maximum of 10 or 20 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 (delete which is not applicable)

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 (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 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-BBE 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:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in 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) restrict 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)

DATE:.....

ADDRESS:.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make 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. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price 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, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations 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, 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 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 offer?
have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, 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 Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

See attached Annexure: C, D & E

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;

 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONSTRUCTION OF WATER SUPPLY IN GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

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 schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....

..... Rand (in words);

R (In figures)

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

Signature Date

Name

Capacity

for the tenderer
(Name and
address of
organization)

.....

Name and
signature
of witness

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within 28 days 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

for the
Employer EHLANZENI DISTRICT MUNICIPALITY
08 VAN NIEKERK STREET
MBOMBELA
1200

Name and
signature
of witness

Date

.....

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

For the Employer:

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

Name and address of organisation:

Name and address of organisation:

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

.....	Witness Signature
-------	-------------------	-------

.....	Witness Name
-------	--------------	-------

.....	Date
-------	------	-------

Confirmation of Receipt

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

the (day) of (month) 20..... (year)

at (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C1.2 Contract Data

CONDITIONS OF CONTRACT

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

Part 1: Contract Data completed by the Employer

Clause

- 1.1.1.13 The Defects Liability Period is 12 months.
- 1.1.1.14 The time for achieving Practical Completion is: 4 Months
- 1.1.1.15 The name of the Employer is the **Ehlanzeni District Municipality**
- 1.1.1.26 The pricing strategy is by re-measurement Contract.
- 1.2.1.2 **The address of the Employer is: Ehlanzeni District Municipality**
Telephone: 013 759 8500
Facsimile: 013 759 8500
Address (physical): 8 van Niekerk Street,
Address (postal): P O Box 3333, Nelspruit, 1200
- 1.1.16 The name of the Engineer is Africando Civil and Project Managers
- 1.2.1.2 The address of the Engineer is: 244 Jean Avenue, Unit 4 Norma Jean Square, Die Howes centurion.
Telephone: 012 2644 0318
Email: info@africandoengineers.com

Address (physical): 244 Jean Avenue, Unit 4 Norma Jean Square, Die Howes centurion.

Address (postal): P.O. Box 1314
Rooihuiskraal
0154
- 3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.
- 5.3.1 The following documentation is to be provided by the Contractor before commencement of the works:
- Health and Safety Plan as per Clause 4.3
 - Initial Programme as per Clause 5.6
 - Security as per Clause 6.2.1
 - Insurance as per Clause 8.6
 - Quality Assurance Plan as per Clause B1205 (Standard Specifications)
- 5.3.2 The time to submit the documentation required before commencement with Works execution is 14 days.

5.8.1 Non-working days are Sundays and public holidays.

Special Non-working days are the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Election Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break.

The year-end break commences on the first working day after 15 December 2021 and ends on the first working day after 10 January 2022.

5.13.1 The penalty for failing to complete the Works is **R2 000.00 (Excl. VAT) per calendar day**.

5.14.1 Practical completion will be considered when:

- All pipelines have been pressure tested and commissioned.
- All works has to be completed and tested

The Contractor should be able to reach Completion within 30 days from receiving the certificate of practical completion.

5.16.3 The latent defect period is 10 years.

6.5.1.2.3 The percentage allowance to cover overhead charges is max. 10%.

6.8.2 Contract Price Adjustment will not be applicable for this contract.

6.8.3 No price adjustment for variations in the cost of special materials will be applicable for this contract.

6.10.3 The percentage retention limit on amounts due to the Contractor is 10 % of the contract Price.

The 5% of the retention will be realised as we reach the practical completion as mentioned in clause 5.14.1 and the final 5% after 12-month defects liability period.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80% on material paid by the contractor at the purchase cost, but not more than 80% of the tender amount as per clause 6.10.2.

8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.

8.6.1.1.2 The value of the materials supplied by the Employer to be included in the insurance sum is R0-00

8.6.1.1.3 The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is R 500 000-00

8.6.1.3 The limit of liability insurance is R 3 000 000 per claim. the number of claims to be unlimited during construction and Defects Liability Period

8.6.1.5 No additional insurance is required.

10.5.2 Dispute resolution is to be by means of ad-hoc adjudication.

10.7.1 Disputes are to be referred for final settlement to arbitration.

Part 2: Data provided by the Contractor
Clause

1.1.1.9 The name of the Contractor is.

1.2.1.2 The address of the contractor is:

Contact Person:

Telephone:

Facsimile:

Email:

Address (physical):

.....

.....

Address (postal):

.....

.....

- 6.2.1 The Security to be provided by the Contractor shall be
- Liability Insurance to the minimum of R 3 000 000.00. And
 - Retention of 10% of the Value of the contract to be deducted as per claim.

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C1.3 Performance Guarantee

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form 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: R

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means: The date on which the Certificate of Completion has been issued.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the guaranteed sum, whichever occurs first. The Engineer 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 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 the payment of a sum certified by Engineer in an Interim Payment Certificate has not been made of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon Guarantor to make payment in terms 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 not still 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 upon in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/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 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 tot the Guarantor.
9. Payment by the Guarantor in terms of 4 or 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 notice for all purposes in connection herewith.
12. This Performance Guarantee in 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 Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity

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

Capacity.....

Witness signatory (1)

Witness signatory (2).....

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

**CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE
LOCAL MUNICIPALITY**

C1.4 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

EHLANZENI DISTRICT MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by _____

in his capacity as _____
of the Municipality, he being duly authorised thereto

and

(Hereinafter referred to as the Mandatory)

herein represented by _____
in his capacity as _____
of the Mandatory, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATORY

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection, and all PPE to protect against COVID-19.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Bushbuckridge Local Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed: _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this day of 20

As witnesses
_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)
THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATORY

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C2.1 Pricing Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: The schedule of quantities shall be completed in **BLACK INK**.

C2.2 Bills of Quantities

[illegible]

[illegible]

[illegible]

Dayworks and Temporary Works						
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
	SANS 1200 A	<u>SCHEDULE: 3</u> <u>DAYWORKS AND TEMPORARY WORKS</u>				
		<u>DAYWORKS</u>				
		Note:				
		Dayworks executed on instruction of the Engineer only				
	8.7.1	<u>LABOUR</u>				
3.1		(a) Skilled	hr	100		
3.2		(b) Semi-skilled	hr	200		
3.3		(c) Un-skilled	hr	300		
		<u>PLANTHIRE (WORK RATES ON SITE)</u>				
		<u>TRUCKS</u>				
	8.7.2	.1 <u>Tipper trucks (specify capacity)</u>				
3.4		(a) Capacity_____m ³ (small)	hr	20		
3.5		(b) Capacity_____m ³ (medium)	hr	20		
3.6		(c) Capacity_____m ³ (large)	hr	20		
	8.7.2	.3 <u>Flatbed trucks (specify capacity)</u>				
3.7		(a) Capacity_____m ³ (small)	hr	20		
3.8		(b) Capacity_____m ³ (medium)	hr	20		
3.9		(c) Capacity_____m ³ (large)	hr	20		
		<u>LDV'S</u>				
	8.7.2	.4 <u>LDV (specify size)</u>				
3.10		(a) LDV_____ton	km	500		
		<u>WATER TANKERS</u>				
	8.7.2	.5 <u>Water tankers (specify capacity)</u>				
3.11		(a) Capacity_____liter (small, towable)	hr	20		
3.12		(b) Capacity_____liter (medium)	hr	20		
3.13		(c) Capacity_____liter (large)	hr	20		
		<u>LOADERS</u>				
	8.7.2	.6 <u>Wheel loaders (specify capacity)</u>				
3.14		(a) Capacity_____m ³ (small)	hr	20		
3.15		(b) Capacity_____m ³ (medium)	hr	20		
3.16		(c) Capacity_____m ³ (large)	hr	20		
Carried Forward						

[illegible]

Site Clearance							
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 C	<u>SCHEDULE: 4</u> <u>SITE CLEARANCE</u>					
	SANS 1200 DB	<u>CLEAR AND GRUB SITE</u>					
	8.3.1	(a) <u>Clear and grub strips for (where not cleared within other clear and grub areas)</u>					
4.1		.1 Pipeline 3m wide	m	2100			Not applicable
4.2		.2 Pipeline 5m wide	m	200			Not applicable
		<u>REMOVE LARGE TREES</u>					
	8.3.1	(b) <u>Remove and grub large trees and tree stumps of girth</u>					
4.3		.1 Exceeding 1m and up to and including 2m	no	300			Not applicable
4.4		.2 Exceeding 2m and up to and including 3m	no	100			Not applicable
		<u>REMOVE TOPSOIL</u>					
	8.3.1	(c) <u>Remove topsoil to a depth of 150mm and</u>					
4.5		.1 Stockpile on site within freehaul distance and maintain	m³	1200			Not applicable
	SANS 1200 D	<u>FINISHING, TOPSOILING AND GRASSING</u>					
	8.3.10	<u>Top soiling with material from stockpiles on site</u>					
4.6		(a) Spread over site	m³	1200			Not applicable
	SANS 1200 D	<u>EARTHWORKS</u>					
		<u>MASS EXCAVATION</u>					
	8.3.2 PSD1	(a) .3 <u>Excavate in all materials and use as fill, compacted to 90% mod AASHTO density for</u>					
4.7		.1 Stockpile on site to fill in existing borrow areas	m³	500			Not applicable
		<u>SCHEDULE: 4</u> <u>SITE CLEARANCE</u>					
		Carried forward to Summary of Schedules			Total		

Earthworks (Pipe Trenches)							
Item	Payment Reference	Description			Unit	Qty	Minimum Local Content 100%
						Rate (R)	Amount (R)
	SANS 1200 DB	SCHEDULE: 5 EARTHWORKS (PIPE TRENCHES)					
		TRENCHES FOR SEWER PIPES					
		EXCAVATION AND BACKFILLING					
	PSD1	Excavate in all materials, backfill and compact to 90% mod AASHTO density, and dispose of surplus and unsuitable materials within the freehaul distance for trenches					
	8.3.2	(a)	.1	Up to 1m wide			
5.1			.2	Over 1m and up to 2m deep	m ³	2200	Not applicable
5.2			.3	Over 2m and up to 3m deep	m ³	50	Not applicable
	8.3.2	(b)	Extra over items 8.3.2 (a) for				
5.3			.1	Hard rock excavation	m ³	60	Not applicable
	8.3.2	(c)	Excavate unsuitable material from trench bottom, dispose within the freehaul distance, and re-fill with suitable imported material compacted to 90% mod AASHTO density				
5.4					m ³	30	Not applicable
		EXISTING SERVICES					
		Existing services that intersect or adjoin pipe trench excavations					
	8.3.5	(a)	Services that intersect a trench				
5.5			.5	Water main not exceeding 200mm dia	no	1	Not applicable
	8.3.5	(b)	Services that adjoin a trench				
5.6			.5	Water main not exceeding 200mm dia	m	50	Not applicable
		SCHEDULE: 5 EARTHWORKS (PIPE TRENCHES)					
		Carried forward to Summary of Schedules				Total	

Gabions and Pitching							
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 DK	SCHEDULE: 6 GABIONS AND PITCHING					
		<u>SURFACE PREPARATION</u>					
	8.2.1	<u>Surface preparation for bedding of gabions and mattresses</u>					
6.1		(a) Cavities filled with approved excavated material or rock and compacted to 90% mod AASHTO density	m³	30			Not applicable
		<u>GABIONS AND MATTRESSES</u>					
	8.2.2	.1 <u>Gabions using galvanized wire of the following sizes</u>					
6.2		(a) 2,0 x 1,0 x 1,0m Box of 100mm mesh size	m³	25			100%
	8.2.2	.2 <u>Mattresses using galvanized wire of the following sizes</u>					
6.3		(a) 2,0 x 1,0 x 0,3m Mattress of 50mm mesh size	m²	50			100%
		<u>GEOTEXTILES</u>					
	8.2.4	<u>Supply and lay geotextile fabric</u>					
6.4		(b) Bidim U24 laid below gabions and mattresses	m²	100			100%
		<u>STONE PITCHING</u>					
		<u>Pitching including trimming and compaction of excavated surfaces to 90% mod AASHTO density</u>					
	8.2.5	(b) <u>300mm Thick ordinary 1:3 cement/riversand grouted stone pitching to</u>					
6.5		.1 Flat slope	m²	50			Not applicable
6.6		.2 Steep slope	m²	30			Not applicable
		SCHEDULE: 6 GABIONS AND PITCHING					
		Carried forward to Summary of Schedules			Total		

Medium Pressure Pipelines							
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 L	SCHEDULE: 7 MEDIUM PRESSURE PIPELINES					
		uPVC PIPES					
	8.2.1	Supply, lay, joint, bed (bedding as per dwg. LB-2 of SANS 1200LB) and test uPVC spigot and socket water pipes with moulded rubber rings to SABS 699					
		(a) <u>Class 16 Pipes</u>					
7.1		.2 160mm Diameter	m	2800			100%
		PIPE FITTINGS					
		Extra over items 8.2.1(a) for supply, install, bed and test the following fittings, including cutting of pipes, couplings, etc					
	8.2.2	(a) .1 uPVC Class 16 pressure bends					
7.2		.1 160mm Diameter 11.25°	no	11			100%
7.3		.2 160mm Diameter 22.5°	no	9			100%
7.4		.3 160mm Diameter 45°	no	8			100%
7.5		.4 160mm Diameter 90°	no	5			100%
		VALVES					
	8.2.3	(a) Extra over items 8.2.1 for supply, install, bed resilient seal valve with flanged ends, including cutting of pipes, couplings, etc (class 16)					
7.6		.1 50mm Dia (50mm air valve)	no	5			70%
7.7		.2 100mm Dia (100mm scour)	no	5			70%
7.8		.3 150mm Dia (160mm pipeline)	no	16			70%
		AIR VALVES					
	8.2.3	(a) Extra over items 8.2.1 for supply, install, bed VENTOMAT RBX 50 with threaded end to fit to 50ND valve					
7.9		.1 50mm Dia (50mm air valve)	no	5			70%
					Carried Forward		

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Pipe Jacking										
Item	Payment Reference	Description				Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 LG	BILL NO 9 PIPE BORING								
		PIPE BORING ESTABLISHMENT								
9.1	8.2.20	.2	Establishment on site				sum			Not applicable
		ACCESS								
9.2	8.2.21	Access to and from the trust and reception pits				sum				Not applicable
		EXCAVATIONS FOR PIPE BORING PITS								
	8.2.22	Excavating in soft material for								
9.3		.1	Pipe boring pits				m³	5		Not applicable
	8.2.23	Extra over reference 8.2.22 for excavating in hard material								
9.4						m³	3			Not applicable
		BACKFILLING OF PIPE BORING PITS								
	8.2.25	.1	Backfilling pipe boring pits with							
9.5		.1	Excavated material				m³	5		Not applicable
9.6		.2	Imported material				m³	3		Not applicable
		PIPE BORING								
		Boring of holes through								
	8.2.27	.1	Soft material for							
9.7		.2	150mm Dia pipe				m	10		Not applicable
	8.2.28	.2	Hard material for							
9.8		.2	150mm Dia pipe				m	10		Not applicable
		SUPPLY, DELIVER TO SITE AND INSERT PIPES								
	8.2.29	Supplying, jointing and inserting pipes								
9.9		.1	150mm HDPE class 16 pipe with welded joints				m	20		100%

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Concrete (Structural)							
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 GB	SCHEDULE: 11					
		CONCRETE (SMALL WORKS)					
		REFER TO DRAWINGS:					
		SMOOTH FORMWORK					
	8.2.2	(b) Plane vertical					
11.1		.1 Sides of walls	m ²	25			Not applicable
	8.2.3	(a) Plane horizontal					
11.2		.1 Soffit of slabs	m ²	5			Not applicable
	8.2.5	Smooth formwork to narrow widths					
11.3		(a) Edges, etc not exceeding 300mm wide	m	25			Not applicable
		ALL FORMWORK					
		BOXING IN FOR HOLES AND VOIDS					
	8.2.6	(a) Small, circular, up to 0,35m diameter with depth					
11.4		.1 over 0m and up to 0,5m	no	3			Not applicable
11.5		.2 over 0,5m and up to 1,0m	no	3			Not applicable
	8.2.6	(b) Small, other shapes, up to 0,1m ² in area with depth					
11.6		.1 over 0m and up to 0,5m	no	1			Not applicable
11.7		.2 over 0,5m and up to 1,0m	no	1			Not applicable
		REINFORCEMENT					
		<u>Steel bars</u>					
	8.3.1	(a) Mild steel					
11.8		.1 All sizes	ton	0,2			100%
	8.3.1	(b) High tensile steel					
11.9		.1 All sizes	ton	0,5			100%
	8.3.2	High tensile welded mesh					
11.10		(a) Ref no.395	m ²	25			100%
					Carried Forward		

								Brought Forward		
		CONCRETE								
	8.4.2	Strength concrete 15Mpa/19mm								
		(a) Blinding layer 50mm thick	m ³	4						Not applicable
		<u>Prescribed mix concrete</u>								
	8.4.3	(d) Strength concrete 25Mpa/19mm								
11.12		.1 Wall footings	m ³	2						Not applicable
11.13		.2 Walls	m ³	5						Not applicable
11.14		.3 Roof slab	m ³	1						Not applicable
11.15		.4 Bases	m ³	2						Not applicable
		SURFACE FINISHES								
		<u>Unformed surface finishes</u>								
	8.4.4	(a) Wood floated finish								
11.16		.1 Top of walls, roof slab, etc.	m ²	5						Not applicable
	8.4.4	(b) Steel floated finish								
11.17		.1 Floor slabs	m ²	5						Not applicable
11.18		.2 Top of benching	m ²	2						Not applicable
	8.5	JOINTS								
		(a) <u>10mm Thick jointex placed vertically between concrete surfaces not exceeding 300mm wide including Polyurethane sealer</u>								
11.19	8.5	.1 100x10mm joint between apron slabs	m	30						Not applicable
	SANS 1200 D	EARTHWORKS								
		BULK EXCAVATION								
		(a) Excavate in all materials and dispose of surplus	m ³	20						Not applicable
								Carried Forward		

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Subsoil Drainage							
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)	Minimum Local Content %
	SANS 1200 LC	SCHEDULE: 10					
		SUBSOIL DRAINAGE					
		EXCAVATION AND BACKFILLING					
	PSD1	Excavate in all materials, backfill and compact to 90% mod AASHTO density, and dispose of surplus and unsuitable materials within the freehaul distance for trenches					
	8.2.2	(a) .1 Up to 1m wide					
10.1		.1 Up to 1m deep	m³	5			Not applicable
	8.2.2	(b) Extra over items 8.2.2 (a) for					
10.2		.2 Hard rock excavation	m³	1			Not applicable
		SUBSOIL DRAINS					
		.1 Supply, lay, bed, and test Kaytech subsoil pipes complete					
10.3		.1 110mm Diameter	m	10			Not applicable
10.4		.2 160mm Diameter	m	10			Not applicable
	SANS 1200 DK	GEOTEXTILES					
	8.2.4	Supply and lay geotextile fabric					
10.5		(a) Bidim 4A wrapped around stone encasement to pipes	m²	60			100%
	SANS 1200 LB	STONE FROM COMMERCIAL SOURCES					
	8.2.2	.3 19mm Crushed stone from commercial sources supplied by the Contractor for					
10.6		(c) Encasement of pipes	m³	3			Not applicable
		SCHEDULE: 10					
		SUBSOIL DRAINAGE					
		Carried forward to Summary of Schedules			Total		

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Section C2.3: Summary of Schedules		
CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY		
Summary of Schedules		
Schedule No.	Description	Amount ®
1	PRELIMINARY AND GENERAL	
2	PROVISIONAL SUMS AND PRIME COST ITEMS	
3	DAYWORKS AND TEMPORARY WORKS	
4	SITE CLEARANCE	
5	EARTHWORKS (PIPE TRENCHES)	
6	GABIONS AND PITCHING	
7	MEDIUM PRESSURE PIPELINES	
8	BEDDING (PIPES)	
9	PIPE JACKING	
10	SUBSOIL DRAINAGE	
11	CONCRETE STRUCTURAL	
12	FENCING	
Sub-Total		
Provisional sum: Allowance for Contingencies (10% of Sub-Total)		
Total Construction Cost		
Value Added Tax at 15%		
Total Amount of Tender Carried Forward to Form of Offer and Acceptance		
Signature :		
By Tenderer :		
Company Name :		
Date :		

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C3: SCOPE OF WORK

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C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

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PS-3	Details of the Works
PS-4	Construction Management Requirements
PS-5	Extension of Time for Completion

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1	Project Specifications Relating to the Standard Specifications and Other Additional Specifications
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PSC	SABS 1200 C: SITE CLEARING
PSD	SABS 1200 D: EARTHWORKS
PSDB	SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)
PSG	SABS 1200 G: CONCRETE (STRUCTURAL)
PHA	SABS 1200 HA: STRUCTURAL STEELWORK (SUNDRY ITEMS)
PSL	SABS 1200 L: MEDIUM PRESSURE PIPELINES
PSLB	SABS 1200 LB: BEDDING (PIPES)

C3.3 PARTICULAR SPECIFICATIONS

SECTION PB BUILDING WORKS

SECTION PC FENCING

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY IN GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 AB 1986	:	Engineer's Office
SABS 1200 C 1980 (AMENDED 1982)	:	SITE CLEARANCE
SABS 1200 DB 1989	:	Earthworks – Pipe Trenches
SABS 1200 DK 1996	:	Gabions and Pitching
SABS 1200 DM 1981	:	Earthworks (Water, Subgrade)
SABS 1200 G 1982	:	Concrete (Structural)
SABS 1200 HA 1990	:	Structural Steelwork (Sundry Items)
SABS 1200 L 1983	:	Medium-pressure Pipelines
SABS 1200 LB 1983	:	Bedding (Pipes)
SABS 1200 M 1996	:	Water (General)

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

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

SANS 1921 – 1 (2004)	:	Construction and Management Requirements for Works Contracts Part 1: <i>General Engineering and Construction Works</i> and where accommodation of traffic is involved:
SANS 1921-2 (2004)	:	Construction and Management Requirements for Works Contracts Part 2: <i>Accommodation of Traffic on Public Water Occupied by the Contractor</i>

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The scope of works for the proposed level of service for the installation of water reticulation and onsite storage are as follows:

- Excavation of 2 800 metres of trenches, at least 1 m deep and 0.8m width.
- The installation of 2.8 km uPVC diameter 160mm
- Refurbishment of Existing 0.6kl Reservoir
- Refurbishment of 0.25kl Reservoir
- Bulk meter installation
- Clearvu Fencing around the Main reservoir

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The proposed project is situated in Goromane Village near Hazyview within the Bushbuckridge Local Municipality. Bushbuckridge Local Municipality is one of the major municipalities in the Ehlanzeni region of Mpumalanga Province and the project is situated within one rural area in the province

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Excavation of 2 800 metres of trenches, at least 1 m deep and 0.8m width

- The installation of 2.8 km uPVC diameter 160mm
- Refurbishment of existing 0.6kl reservoir and 0.25 kl reservoir
- Bulk meter installation

3.2 Climatic conditions

The site of works is in a summer rainfall region with an average annual precipitation of 810mm.

3.3 Temporary Works

The temporary works include the construction and maintenance of temporary access water along the pipeline.

3.4 Construction Materials

Tenderers must demarcate for themselves the location of sources of materials required for this construction. All materials are to be procured from commercial sources.

3.5 Power Supply and other Services

The contractor shall make his own arrangements regarding the supply of electrical power and all other services to the site. No direct payment will be made for the provision of electrical power and services. The cost thereof shall be included in the rates and amounts tendered for the various items of work for which these services are required.

3.6 Water for Construction Purposes

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

3.7 Contractor's Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of a camp is subject to the approval by the engineer. Staff Housing will not be allowed on the Site.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The following reduced drawings (Refer Volume 2 of 2 Book of Drawings) shall be used for tendering purposes only:

Drawing number	Drawing Title
	Site Layout
	Pipe Line Drawings

The Contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The structural Engineer responsible for the design in accordance with the specification is: Vuxaka Engineering Consultants.

4.4 Planning, Programme and Method Statements *(Read with SANS 1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

- a) the Contractor must indicate in his tender the proposed contract period;
- b) plant and personnel requirements to complete the project must be incorporated in the Tender and shown on the programme;
- c) a high standard of traffic accommodation must be adhered to at all times;
- d) the relocation of services;

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Works to be undertaken by Local Contractor (if applicable).
- (e) Works to be undertaken by Sub-Contractors.
- (f) Schedule of plant and resources to be utilized.

The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2010.

4.4.3 Time for Completion

The tenderer shall indicate under section C1.2.2: **Data provided by Contractor** the time within which the contract shall be completed.

4.5 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

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

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

4.6 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.7 Earthworks (Read with SANS 1921 - 1: 2004 clause 4.10)

4.7.1 Borrow pits and spoil areas

Spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local authority. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.8 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor may establish his own laboratory on site for this purpose, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

4.9 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Employer. Possible locations for a campsite shall be pointed out at the Site Inspection Meeting. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power, water supply and all other services. No direct payment shall be made for the provision of electrical, water or any other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his sub-Contractors are able to identify themselves as members of the construction team.

4.9.2 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

4.9.4 Facilities for the Engineer

A site office for the Engineer is required. The office must provide sufficient space and furniture (chairs and conference table) to house a meeting of 12 people.

No housing is required for the Engineer or his Representative. Communication costs and a laptop will be required for the use of the engineer's site staff.

4.10 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.11 Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

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

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

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
Eskom	Electrical/Power lines
Telkom	Telephone lines
Bushbuckridge Local Municipality	Stormwater reticulation within the urban area
Bushbuckridge Local Municipality	Water Reticulation and sewer supply pipelines

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.12 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

4.12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the

Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with the tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*); monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

4.12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.13 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2: 2004)*

4.13.1 General

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

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

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

4.13.2 Basic Requirements

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

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

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

4.14.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable, detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

4.14.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

4.14.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C, will be adhered to.

PS5 EXTENSION OF TIME FOR COMPLETION

5.1 CALCULATION OF EXTENSION OF TIME

An Extension of Time for Completion in terms of Clause 42 of the General Conditions of Contract, will be granted on account of 'adverse weather conditions' occasioned by abnormal rainfall or wet conditions; provided that the calculation of such an Extension of Time in calendar days shall be in accordance with the formulae given below, and shall be determined separately for each calendar month or part thereof.

The Extension of Time shall be calculated for the whole period for completion of the Contract including any granted extension thereof, as follows: -

(a) The Formulae

$V_t = \text{Sum of } V_m - \text{Sum of } V'm$ - - - - formula (1): in which

$V_m = (N_w - N_n) \frac{R_w}{R_n}$ - - - - formula (2): if $(N_w - N_n)$ is greater than zero;

and

$V'm = (N_n - N_w)$ - - - - formula (3): if $(N_w - N_n)$ is less than zero, i.e. negative;

and in which the symbols shall have the following meanings respectively: -

V_t	= Total Extension of Time for Completion in calendar days for the total period under consideration.
V_m	= Calendar days in respect of the calendar month under consideration if $(N_w - N_n)$ is greater than zero for such month.
$V'm$	= Calendar days in respect of the calendar month under consideration if $(N_w - N_n)$ is less than zero for such month.
N_w	= Actual number of days during the relevant calendar month on which a rainfall of Y mm/24-hour day or more is recorded for the Contract.
N_n	= Average number of days in the relevant calendar month, as derived from existing rainfall records available at the time, on which a rainfall of Y mm/24-hour day or more has been recorded.
R_w	= Actual rainfall in mm as recorded for the Contract during the relevant calendar month.
R_n	= Average rainfall in mm for the relevant calendar month, as determined from existing rainfall records available at the time.

(b) Specified Values

The value of Y shall be the value specified in the schedule below.

The factor R_w/R_n shall not exceed the value specified in the schedule below.

The values of N_n and R_n shall be the monthly average values stated in the schedule below, unless other values are mutually pre-agreed upon between the Engineer and the Contractor at the time for the period in question.

Only values in excess of the values stated or pre-agreed upon for Nn and Rn respectively shall be deemed to constitute 'adverse weather conditions' in terms of the Conditions of Contract.

(c) Application of the Formulae

When calculating the values of Vm and V'm for a part of a month, pro-rata values of Rn and Nn shall be applied.

The total Extension of Time for Completion shall be calculated in accordance with formula (1) : provided that the authorised Time for Completion of the Contract or part thereof (as the case may be) shall not be decreased on account of abnormal rainfall.

Except for flood damage which could cause further or concurrent delays and which will be treated separately (when applicable) in the calculation of an extension of time, the factors (Nw - Nn) and (Nn - Nw) shall be deemed to represent a fair allowance for all variations from the average of the number of days on which a rainfall of Y mm/24-hour day is equaled or exceeded.

The factor Rw/Rn shall be deemed to represent a fair allowance for all variations from the average in the number of days on which the rainfall did not equal or exceed Y mm/24-hour day but on which days conditions due to rainfall disrupted the Works or prevented work to be executed.

(d) Rainfall Recording

Before the commencement of the permanent Works, the Contractor shall, at his cost, provide and erect an approved rain gauging apparatus at an approved place on the Site of Works. The Contractor shall at his cost also take the necessary measures to ensure that access to the said apparatus can be controlled by the Engineer's Representative or by an approved observer, as the case may be, who shall both and simultaneously record on each working day the rain gauging's. The said gauging's shall be the only and actual recorded rainfall for the Contract.

(e) The Schedule

The following rainfall figures are applicable for Clause 42 of the General Conditions of Contract:

INFORMATION SOURCE: National Weather Bureau, Department of Transport
Pretoria, Tel.: (012) 309 3911

MONTH	Nn	Rn	MONTH	Nn	Rn
JANUARY	7	114.6	JULY	1	8.0
FEBRUARY	6	95.4	AUGUST	1	12.5
MARCH	5	79.4	SEPTEMBER	2	24.8
APRIL	4	42.0	OCTOBER	5	51.6
MAY	12	19.9	NOVEMBER	6	79.5
JUNE	1	9.6	DECEMBER	7	105.2
ANNUAL AVERAGE				47	642.4

Where:

Nn = Average amount of days on which a rainfall of Y=10 mm or more has been recorded.

Rn = Average monthly rainfall in mm

The Contractor is responsible for the protection of the Works against flood damage resulting from his own activities. Any damage resulting from failure of the Contractor to provide protection will be made good at the cost of the Contractor.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

C3.2 PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA **GENERAL (SABS 1200 A)**

PSA 1 **STANDARDISATION MARK (CLAUSE 3.1)**

Add the following to the Clause:

All material delivered to the site shall bear the Official Standardisation Mark.

PSA 2 **CONTRACTOR'S CAMP (CLAUSE 4.2)**

PSA 2.1 **Restrictions on employee accommodation (Sub-clause 4.2)**

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the Contractor to enable him to erect his site offices, workshops and stores. Any temporary housing and facilities shall comply with the requirements of the local authority. The Contractor shall provide his own fencing and site security.

PSA 3 **DEALING WITH WATER (SUBCLAUSE 5.5)**

In addition to the items as set out in Subclause 5.5 the contractor shall also provide pumping equipment, pipes and other equipment as may be necessary.

PSA 4 **MEASUREMENT AND PAYMENT**

PSA 4.1 **Fixed charge and Value Related Items (Sub-clause 8.2.1)**

Replace the sub-clause with the following:

Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

- (a) setting up and maintaining his organisation, camps and plant on the site;
- (b) effecting the insurances and indemnities required in terms of the General Conditions of Contract
- (c) meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

The lump sum total of items (a), (b) and (c) as measured and Fixed Charge Items and time Related Items shall not exceed 15% of the nett total Tender Amount. If the Tenderer should tender a higher amount for this item, it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 42 of the General Conditions of Contract.

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Engineer that he has provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Engineer as to the value or ownership, the Engineer shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

- (a) The first instalment, 50% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this sub-clause and has made a substantial start on construction in accordance with the approved programme.
- (b) The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the Nett Total Tender Amount.
- (c) The third and final instalment, 15% of the lump sum, will be paid when the works have been completed and the Contractor has fulfilled all requirements of this sub-clause. No payment for the scheduled Fixed Charge Items for this contract will not be made until the requirements regarding and the erection of name boards have been met.

PSA 4.2 Time-Related Items (Sub clause 8.2.2)

Replace this sub clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment of item 8.4.1 (time-related item) will take place in equal monthly amounts, calculated on the tendered amount for the item, divided by the contract period in months, with the understanding that the total of the monthly payments which was paid for this specific item does not exceed the proportion that the progress of the works to date bears in relation to the works as a whole.

Should the Engineer grant an extension of time, the Contractor is entitled to an increase in the amount tendered for time related items, and this increase must be kept in the same proportion to the original tender amount as the extension of time is to the original time of the completion of the works.

Payment for such increased amounts will be considered as full compensation for all time related, provisional and general costs which arise as a result of the extension of time.

PSA 4.3 Facilities for Engineer (Sub clause 8.3.2.1)

Change the item descriptions of the following items as follow:

PSA 4.3.1 Item:

a) Engineer's office Unit: sum

The tendered sum shall provide for an air-conditioned office and boardroom for the Engineer. The boardroom shall be furnished with:

- 1 x conference table to seat 12 people
- 12 chairs

The office shall be furnished with:

- 2 x office desks and chairs
- 2 x cabinets
- 1 x A1 plan holder
- 1 x fridge

PSA 4.3.2

Item:

c) Name board

Unit: sum

The tendered sum shall provide for two contract name boards.

PSA 4.4

Exposing of existing services

Add the following new pay item:

PSA 4.4.1

Item:

Excavation by hand in all materials to expose existing services

Unit: cubic meter (m³)

The tendered sum must include full compensation for all hand excavation as per the dimension approved by the Engineer for the locating, exposing and moving of existing services. Excavation outside of approved dimensions will not be paid. The rate must also include for backfill and compaction to 90% of mod AASHTO density and, if applicable, the removal of excess material not used for backfill, the securing of excavations, for handling surface and subsurface water, for protection of existing services and for any other activity necessary to complete the work. Free haul of 1,0 km will be applicable on the transport of excess material.

No distinction will be made between classes of material or types of services.

Note: The Contractor must provide sufficient supervision over labourers when services are exposed.”

PSA 4.5

Occupational Health and Safety

Add the following new pay items:

Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- | | | |
|----|---|-----------|
| a) | Preparation of a Health & Safety Plan. | Unit: Sum |
| b) | Compilation of a Risk Assessment prior to Construction. | Unit: Sum |
| c) | Health & Safety induction Training of employees. | Unit: Sum |
| d) | Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act. | Unit: Sum |
| e) | Implementation of the Health and Safety Plan over the entire construction period. | Unit: Sum |

The tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The tendered amount for items a, b, c and d shall only

be paid on the successful completion of the task as approved by the client. The tendered amount for item shall be paid on a monthly basis.

PSA 4.6 SUMS STATED PROVISIONALLY BY THE ENGINEER

Add the following new pay items:

- PSA 4.6.1 Item:**
a) Community Liaison Officer

Unit: Sum

The total cost is calculated at a salary of R6000 per month for the CLO and a handling fee will be paid to the main Contractor.
- PSA 4.6.2 Item:**
b) Additional laboratory testing as and when required by the Engineer

Unit: Sum
- PSA 4.6.3 Item:**
c) Training for Civil Engineering Student

Unit: Sum

The total cost is calculated at a salary of R6000 per month for the student and a handling fee will be paid to the main Contractor
- PSA 4.6.5 Item:**
g) Accredited Training for unskilled labour. Unit: Sum
- The above items are sums allowed for work to be carried out by the Training provider and a handling fee is payable to the main Contractor.

PSC SITE CLEARING (SABS 1200 C)

PSC 1 GENERAL

The areas where work is to be carried out must be kept clean for the duration of the contract. All rubbish must be removed without delay and the site must be left clean and tidy on completion of the service.

PSC 2 DUMPING SITE

No dumping is allowed on site other than at the designated and approved fill areas. Dumping will only be allowed for filling sinkholes and dolines and may not be detrimental to the natural storm water drainage of the area. Only soil, rock, clean masonry and concrete rubble may be dumped in the designated dump areas.

PSC 3 REMOVAL OF TREES

No trees may be removed without written permission from the Engineer.

PSC 4 MEASUREMENT AND PAYMENT

PSC 4.1 Item:

Clear & Grub (Clause 8.2.1)

Unit: ha or m or km

Add the underlined text to the second sentence of the item description to read as follow:

“The rate shall cover the cost of clearing the surface, removing boulders of size up to 0,15 m³, grubbing of trees and tree stumps (except large trees (**with girth over 1m**) and stumps as specified in 8.2.2 below), cutting of trunks and branches exceeding 0,5m **up to 1,0m** in girth into transportable lengths.....”

Add the following to the pay item description:

“The rate shall include for transport and disposal of material and debris to unspecified site and disposal thereof.”

“The area (in ha) shall comprise the entire site to be cleared and grubbed within the limits to be indicated by the engineer on site in writing.

The area of clear and grub measured in linear meter (or km) shall be the sections outside the initial cleared area (measured in hectares), specifically applicable to pipeline routes outside the original cleared site area. The width and length shall be indicated by the engineer on site in writing.”

PSD SABS 1200 D: EARTHWORKS

PSD 1 CONSTRUCTION (CLAUSE 5)

PSD 1.1 Excavation for working space (Sub-clause 5.2.2.1 b) and c))

Add the following to the clause:

Other than for the sides of strip or pad footings or where specifically authorized by the Engineer, no concrete shall be placed against the sides of excavations.

For external concrete faces below ground level, (other than concrete placed against the sides of excavations as above) the Contractor shall over-excavate to provide sufficient working space for the erection of formwork.

Tenderers shall allow in their rates for excavation for any over-excavation required for working space.

Excavation volumes for structures will be calculated as the nett volume of the structure below ground level after general site excavations have been completed. No additional payment shall be made for working space.

All water retaining structures shall be shuttered externally on vertical and on other faces inclined within 45° from the vertical.

PSD 1.2 Inspection (Sub-clause 5.2.2.1 d))

Add the following to the clause:

Excavation to final level, ready to achieve a binding layer or concrete footing, shall be completed less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Engineer or his Representative of all surfaces immediately before casting concrete.

PSD 1.3 Over-excavation to sides of excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

Where the sides of excavations are over-excavated to establish safe slopes, provide access to excavations, or for other purposes not specifically required by the Engineer, such over-excavation shall be backfilled with material as required by the Engineer and compacted to a minimum density of 93% Mod AASHTO.

No separate payment will be made for this work.

PSD 1.4 Over-excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

If the material in the bottom of an excavation is loosened, or if there is any over-excavation, any loose or disturbed soil shall be removed, and the over-excavation shall be replaced by mass concrete mix 15 MPa.

No separate payment will be made for replace over-excavation with concrete. No separate payment will be made for over excavation as defined in PSD 1.3 and PSD 1.4.

PSD 1.5 Trimming of surface of bulk earthworks (add the following sub-clause 5.2.2.1 f))

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by bulk earthworks, the Contractor shall:

- a) Arrange his bulk excavation operation so that over-excavation is avoided, taking into account

the requirements in PSD 1.3.

- b) Over-fill embankments while placing fills as necessary to allow for trimming and arrange his compaction operations to ensure that the specified density is achieved throughout the finally trimmed embankment; and
- c) Shortly before casting concrete or placing precast elements, carefully remove the final layer and trim such surfaces to the design levels and profiles within Grade II degree of accuracy.

PSD 1.6 Disposal of surplus material (Sub-clause 5.2.2.3)

Add the following to the clause:

All surplus material from bulk excavation for concrete units and for pipework shall be dumped, leveled and spread on site at the areas as indicated by the Engineer.

PSD 1.7 Free haul (Sub-clause 5.2.5.1)

Replace the sub-clause with the following:

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the contract as indicated on the drawings shall be regarded as freehaul.

PSD 2 MEASUREMENT AND PAYMENT (CLAUSE 8)

PSD 2.1 Restricted excavation (add the following to sub-clause 8.3.3)

Add the following to this item:

The volume of restricted excavation will be calculated from the net plan dimensions and the difference between the original ground profiles (or terraces), and the blinding layer (or no-fines) levels shown on the drawings. On the sides, the volume will only be calculated to the outside dimensions of the concrete structures. No additional payment will be made for the provision of working space, although it will be provided.

PSDB SABS1200DB: PIPE TRENCHES

PSDB 1 CONSTRUCTION

PSDB 1.1 Free haul Distance

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the contract as indicated on the drawings shall be regarded as freehaul.

PSDB 1.2 Measurement and Payment (Sub clause 8.1.1)

The scheduled rates for excavation shall include dewatering of trenches.

PSL SABS 1200 L: MEDIUM PRESSURE PIPELINE

PSL 1 SCOPE

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

PSL 2 MATERIALS

PSL 2.1 General (Sub-clause 3.1)

Add the following to the sub-clause:

Pipes

All pipes shall be of class as indicated on the drawings. The corrosion protection to the flanged steel pipe material shall be either Epoxy Coated or Hot dipped galvanized to SABS specifications

PSL 2.2 Isolating valves (Sub-clause 3.10)

Add the following to the sub-clause:

Except where otherwise specified, isolating valves shall be of the resilient seal gate type, with a non-rising spindle and shall be arranged for clockwise closing. All valves shall be standard coated and shall receive a final coat of light blue enamel paint after installation. All valves shall be flanged and drilled to the specification.

Materials shall comply to the following specifications:

Materials of Construction (minimum specifications)

<i>Component</i>	<i>Specification</i>
Body	Cast Iron to BS 1452 Gr 14
Bonnet	Cast Iron to BS 1452 Gr 14
Spindle seal housing	Cast Iron to BS 1452 Gr 14
Hand wheel	Cast Iron to BS 1452 Gr 14
Cap top	Cast Iron to BS 1452 Gr 14
Gate	Spheroidal Graphite Iron to BS 2789 Gr 17 covered with nit rile rubber
Spindle	EN57 Stainless Steel
Spindle seal "O" rings	Nit rile rubber
Seal housing "O" rings	Nit rile rubber
Seal bush "O" rings	Nit rile rubber
Wiper ring	Nit rile rubber
Seal housing	Nylon
Spindle nut	Bronze to SABS 200 Code 30

A copy of the relevant valve specification of the proposed valves shall be attached to this tender document.

PSL 2.2.1 Marking of valves

The design pressure in Megapascal (MPa) shall be engraved on the side of the valve where it is legible. Valves shall be marked with the item number of the schedules when delivered to site.

PSL 2.2.2 Handwheels and closure

Where handwheels are specified, edges shall be machined to a smooth surface. Wording "OPEN" and "CLOSE" will be casted into handwheels. Valves will close clockwise except where it is otherwise specified. Spindles will be of the non-rising type.

PSL 2.2.4 Protection of valves

Valves shall be painted externally with a zinc chromate primer according to SABS 679 Type 1. (Dry film thickness of 50 mnc) After installation damaged primer shall be made good with compatible primer in accordance with valve suppliers' specifications.

Subsequently to making good of the primer the valve shall be painted with two layers of alkide based enamel according to SABS 630 Grade 1 (dry film thickness of 250 micro meters per layer) to match the colour of adjoining pipe work.

PSL 2.2.5 Handling, delivery and installation

All valves and related items shall be handled with the necessary care throughout all processes of manufacture, testing, delivery and installation. Valves furnished with lifting eyes shall be handled only by those eyes and other valves shall be handled solely with slings that will cause no damage.

In particular the inlet and escape orifices of air valves and special valves shall be effectively sealed after manufacture until completion of installation and this sealing shall be examined regularly to ensure that it is still effective.

Valves shall be effectively supported, packed or fastened down for transporting and care taken to avoid valves knocking together during transport.

Valves shall be stored in a safe place above ground and shall be protected against the ingress of foreign matter.

PSL 2.3 Fittings (Sub-clause 3.12)

Add the following sub-clause:

Generally, all special fittings are to be manufactured in mild steel as applicable. No aluminium fitting shall be permitted. Fittings shall be compatible in respect of working and test pressure to those of the pipelines.

PSL 3 CONSTRUCTION

PSL 3.1 Laying Depths and Cover (Sub-clause 5.1.4)

Add the following to sub-clause 5.1.4.1:

Water mains shall be laid to follow the grades of the existing adjoining water, except where otherwise instructed by the Engineer. The depth from finished sidewalk level to the top of the pipe barrel shall be as follows, except where otherwise directed:

- a) on sidewalks = 900 mm
- b) below carriageways = 1 000 mm
- c) outside road reserves = 900 mm

PSL 3.2 Anchor / thrust blocks and pedestals (Sub-clause 5.5)

Add the following to the sub-clause:

Dimensions of all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than 14 seven calendar days in advance.

PSL 3.3 Crossing existing services (Sub-clause 5.1.4.3)

There will be existing services that will be crossed. Generally, these areas can be identified and careful hand excavation will be required to expose these services.

PSL 3.4 Pipe laying personnel (Sub-clause 5.1.1)

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered as an artisan in the pipe fitting or drain laying trades, or is qualified by reason of having attended and passed the course on pipe laying of the Civil Engineering Industry Training Board.

PSL 3.5 Steel pipes, specials and fittings scope

This specification covers the manufacture, corrosion protection, delivery, erection, installation, making good of corrosion protection as well as over-coating as may be required, site-testing and commissioning of steel pipes, specials and fittings mostly for the conveyance of water, but also for air, at normal ambient temperatures between 5°C and +70°C.

PSL 3.5.1 Manufacture of steel pipes

Steel pipes with normal bore up to 150mm diameter shall be manufactured to conform to all the requirements of SABS 62 whereas steel piping of larger diameter shall be manufactured to conform to all the requirements of SABS 719, all as may be amplified or amended below.

The requirements regarding pipe sizes and grades, wall thicknesses, pipe lengths and pipe and requirements are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

The following minimum wall thicknesses shall apply:

External Diameter (mm)	Minimum wall thickness (mm)
168 – 406	4,5mm
419 – 508	5,9mm
570 – 864	6,0mm

With regard to Sub-clause 4.2.2.1 in SABS 719 the Contractor shall, before commencing with pipe manufacture, satisfy the Engineer that the welding methods to be used in the pipe manufacture are adequate by:

- a. The preparation of a weld sample employing precisely the same welding process, equipment and artisans by which the pipe shall be manufactured.
- b. The preparation and destructive testing of the sample in (a) above, as laid down in Clause 7.2 of SABS 719.

The results of the tests on the test pieces shall comply with the requirements of Clause 7.2 of SABS 719 in all aspects.

Such destructive testing shall be carried out for each grade of steel and for each thickness of steel in that grade.

With regard to sub-clause 4.2.2.2 and 4.2.2.3 in SABS 719 the height of the inner weld reinforcement shall not exceed 1mm.

PSL 3.5.2 Manufacture of pipe specials

Only pipe conforming to the requirements of Clause PSL 3.5.1 above, may be used for the manufacture of pipe specials.

For pipes of nominal bore, up to 150mm diameter T-pieces shall be heavy class pipe only, with the same wall thickness for both main and branch pipes. The manufacturing process and quality requirements are as specified in the relevant section of BS 806 (Section 3).

Dimensions and joint types for pipes specials are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

Welding shall be done by a welder holding a valid competence certificate (Grade 1) in terms of SABS 044 – Part V. Butt-welded joints shall conform to the requirements for welding for pipes, and the

Contractor shall prove all butt and fillet welded joints to be crack-free by carrying out dye penetrant tests, following the procedure laid down in BS 4416.

If at all practicable, pipe specials shall be subjected to hydraulic pressure tests as specified. Where this is not feasible, butt-welds must be subjected to radiographic inspection over their full length, with inspection procedure and acceptability limits for defects as specified in API 1104, keeping a record of all weld inspection and repair.

Where working pressures allow the use of malleable cast iron fittings for nominal bore up to 150mm diameter, these shall conform to the requirements of SABS 509.

PSL 3.5.3 Pipe flanges, bolts and jointing

PSL 3.5.3.1 Material and dimensions for flanges

The requirements for the materials and dimensions for flanges are in all respects as specified in SABS 1123.

A raised joint face shall be provided on all flanges of pressure rating higher than 2,5 MPa unless otherwise agreed to by the Engineer or as stated in the Schedule of Quantities, and the backs of cast or forged flanges shall be machined.

The machined surfaces of flanges shall be covered immediately after machining by a temporary rust preventative film of a suitable type as specified in BS 1133 (Section 6).

All flanges shall be drilled to SABS 1123 (Table 1600/3) or otherwise to the class as stated in the Schedule of Quantities or on drawings.

PSL 3.5.3.2 Welding on of flanges

The procedure for the welding-on of flanges, shall comply with the requirements of BS 806 (Section 3).

The proficiency of the welder and the quality requirements for the weld are the same as those specified in Clause PSL 3.6.3 above.

As a rule, the bolt holes in flanges for pipe specials shall not be on the vertical centre line.

When so specified in the Schedule of Quantities, flanged pipes shall be hydraulically tested after the welding-on of the flanges to a test pressure of 1,5 times the pressure rating of the respective flange.

PSL 3.5.4 Bolts

Materials and dimensional requirements of bolts and nuts are specified in SABS 135 or 136. These requirements shall correspondingly be prescribed by the Contractor when ordering.

The threaded length shall be adequate to allow two full threads to protrude beyond the nut after the latter is fully tightened.

Each bolt shall be fitted with a nut and steel washer and bolts, nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706.

Unless otherwise indicated in the Pipe Schedule, the number of bolts to be supplied shall be determined on the basis that each flange is to be supplied with half the number of bolts required for that flange.

PSL 3.5.5 Jointing

Insertion for flanges shall be of compressed asbestos fibre jointing and shall have a uniform thickness between 1,5mm and 3mm and the material shall comply with BS 2815 for the specific pressure rating.

PSL 3.5.6 Pipe joints and coupling other than flanges

Pipe ends shall be prepared for the type of jointing and coupling as specified in the pipe schedule and / or stated in the Schedule of Quantities with the requirements for and preparations as specified in SABS 62 and 719 as applicable.

Standard couplings and flange adapters shall be of the Viking Johnson type or equivalent and all loose bolts with nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706 and shall be lined and coated as specified in Clause PSL 3.6.8 below.

PSL 3.5.7 Lining and coating of steel pipes, specials and fittings

Corrosion protection onto the inside of pipework

Pipework with diameters up to 150mm

Hot dip galvanised in accordance with the specification.

Pipework with diameters greater than 150mm

All pipes, specials and fittings, including couplings and flange adapters, shall be fully lined and coated by COPON 2300 with a minimum of three coats to a minimum total dry film thickness of 250 micrometres on a steel surface that has been prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the first paint coat.

Successive paint coats shall be of different colours, and the colour of the final coat shall be approved by the Engineer prior to painting. Over-coating time between the applications of successive coats shall not exceed 24 hours.

Tape wrapping

All underground steel pipes joints (flanged, flexible coupling, etc.) shall be tape wrapped in accordance with this specification. No additional payment shall be made as the rate for the coupling shall include for the tape wrapping.

External steel pipe coating and wrapping specification:

A Denso Corroklad 750 tape or equivalent should be applied to the external surface of the steel pipeline.

The tape consists essentially of a specially formulated polyethylene film laminated to a pressure sensitive, non-hardening thermoplastic adhesive. The adhesive layer is generally one and a half times thicker than the polyethylene film.

The composite wrapping system provides a durable impact and cut resistant rockshiled for normal and rugged service conditions.

Technical Data

The following information pertains to the Corroklad 750 tape:

- The base layer is made of polyethylene and is 0,3mm thick.
- The adhesive layer consists of rubber modified bitumen and is 0,45mm thick.
- The product thickness is 0,75mm.
- The tape has a minimum tensile strength of 15 MPa.
- The minimum elongation at failure is 300%.
- The adhesive and peel strength of the tape at 25°C is 2,2N/mm and 1,65N/mm respectively.
- The minimum dielectric strength of the tape is 25 KV.
- Cathodic disbondment by ASTM G8 Method B is 425mm².
- The service temperature of the tape is -10°C to 65°C.

Application Procedure

Corroklad tape can be successfully wrapped by hand (maximum tape width 100mm) and by machine. The general application is detailed below.

Surface Preparation

- All dirt, loose rust/mill scale and grease must be removed from the pipe surface.
- The minimum surface preparation acceptable for tape wrapping with Corroklad is ST2 (Swedish Standard SIS 055900-1967, Mechanical wire brushing).

Priming the Pipe Surface

- The primer to be used is Denso Primer D or equivalent Polymer Bitumen Solution, and is to be applied by means of a medium pressure cop gun.
- The primer may be thinned for application with white spirits or toluene.
- The primer should nominally cover 9m² liter.
- The minimum drying period at 20°C is 20 minutes.
- The flash point occurs above 23°C.
- If the pipes are prepared and primed off site, it may be necessary to apply a second coat of primer on site in order to rejuvenate the first application. This is only required if the pipe is being wrapped on site.
- The primer should be dust free prior to the application of the tape wrap system. Should the primer be contaminated, the surface must be reprimed.
- The primer should be allowed to dry for approximately 30 minutes at 20°C to 25°C prior to the application of the tape system.

Tape Application

- The Corroklad tape or equivalent should be spirally wrapped onto the primed pipe, utilising a 55% overlap.
55% Overlap will ensure a minimum of two layers of tape at any point.
- Ensure that a constant web tension of 10 to 15kg/100mm is maintained during wrapping.
- At no time is the shrinkage of the total width of tape to exceed 2%.

Pipe Handling

- Non-metallic slings are to be utilised when handling the wrapped pipe sections or pipe, in order to ensure that no mechanical damage occurs to the tape.

PSL 3.5.8 Making good and over-coating of steel pipes, specials and fittings

PSL 3.5.8.1 Steel pipes, specials and fittings

After erection, all damage to the COPON coatings, shall be made good strictly in accordance with the paint supplier's detail specification. Prior to making good, a copy of these specifications shall be submitted to the Engineer.

Subsequent to the repair of COPON painted areas, all exposed pipework, as listed in the Schedule of Quantities, shall be cleaned of dirt, oil and such substances. These exposed pipe surfaces shall then be over-coated with two coats of polyurethane paint compatible with the COPON coating and in accordance with the paint supplier's detail specification including abrasion as may be necessary.

PSL 3.5.8.2 Handling, delivery and installation

All pipes, pipe specials and fittings shall be handled throughout the processes of manufacturing, corrosion protection, delivery and installation with all care necessary to prevent any damage.

After the corrosion protection of the outside of pipes and specials has been carried out, these items must be handled only by means of straps that will in no way damage the protection.

After completion of corrosion protection at the place of manufacture, all pipe ends shall be effectively closed off by at least a sheet of plastic held fast to the pipe and by binding wire.

This seal shall be checked specifically during delivery and after off-loading on site to confirm that it is still fully effective and shall immediately be repaired or replaced if damaged. Should there be the

slightest danger of the ingress of foreign matter into the pipework during installation, the ends shall be kept sealed off all the time.

Pipes shall be supported during travelling on shaped and padded cradles while pipe specials shall be adequately supported and separated from each other to prevent any damage.

At the delivery points on site, pipes, pipe specials and fittings shall be supported by plastic sandbags of sufficient strength, such that the under sides of the pipes and pipe specials are at least 200mm off the ground. The number and positioning of supports under the pipes, shall be such as to prevent any undue pipe deflection.

Bolts, nuts, washers and jointing, shall be packed in strong metal or wooden containers with effective lids, with each different sizes of bolts grouped separately in hessian bags all clearly labelled as to their contents.

Pipe work shall be securely clamped in its final position by means of galvanised fittings.

PSL 3.6 Flexible couplings at structures

Flexible couplings shall be provided at the point where pipelines enter all structures.

PSL 3.7 Valves (Sub-clause 3.10)

PSL 3.7.1 Scope

This specification covers the requirements for material, manufacture, delivery, installation, over-coating as may be required, site-testing and commissioning for gate valves for use in pipe work, mainly for the delivery of raw and purified water, but also for air supply, at ambient temperatures up to 70°C.

PSL 3.7.2 Break into main

The Contractor shall break into and connect up to the existing water pipeline after all the work on the water main has been completed and tested. The Contractor shall arrange in co-operation with the local authority for the emptying of pipes and canal, excavations, etc. complete as required for the connection.

PSL 3.8 Testing of pipelines (Sub-clause 7.3)

PSL 3.8.1 Test pressure (Sub-clause 7.3.1(a))

Replace the Sub-clause 7.3.1 with the following:

All pipes shall be tested at 1.25 the working pressure at the specific point where the pressure test be executed. The Contractor shall identify the points on the pipeline where the hydrostatic pressure test be executed and shall notify the Engineer in advance in order for the Engineer to be able to furnish the Contractor with the required test pressure at the specific test point.

PSL 3.8.2 Method of testing (Sub-clause 7.3.1(b))

Add the following new clauses:

- a) The Contractor shall provide an approved test pump, an accurate water meter, sealed pressure gauge, tested and certified by an independent testing organisation, and all other equipment, materials and labour required for the test.
- b) The section of pipeline to be tested shall be clean and closed off at the ends by isolating valves, end caps or approved end-closure pieces
- c) During the initial filling stage, the pipe section joints and all specials, fittings and valves shall be visually inspected for visible leaks and same rectified before proceeding with the test.

- d) The pressure shall be maintained for one hour and if a pressure drop occurs, more water shall be added to reinstate the test pressure and the valve closed again. The quantity of water added shall be measured by recording the readings before and after pumping. This procedure shall be repeated for a period of 24 hours, with water added at hourly intervals where necessary to reinstate pressure and water meter reading recorded. At the end of the 24 hour period, the aggregate quantity of water required to reinstate pressure over 24 hours shall be determined.
- e) The Contractor shall give the Engineer 48 hours written notice of his intention to commence pressure testing and the Engineer may attend and supervise all or any part of tests. All records and recording charts shall be handed to the Engineer as soon as tests over any section have been completed.
- f) All valves, specials, fittings and exposed joints, shall be inspected visually during the 24 hours pipeline test and all visible signs of leaks, sweating and distress shall be reported and attended to without delay.
- g) Immediately after completion of the prescribed 24 hours hydrostatic test, all air valves shall be tested in turn before test pressure in the pipeline is released. Each air valve shall be isolated and the drain plug removed. The air valve shall work freely without restraint. The isolating valve shall be checked for leakage before replacing the plug. Finally, the automatic resealing of the air valves shall be checked by re-opening the isolating valve.
- h) After completion of tests on air valves, the section of pipeline under test shall be completely refilled with water, if necessary, and pressured to the static head shown on the drawings or indicated by the Engineer. Each scour valve shall be checked by opening isolating valves where applicable for a duration sufficient to check the complete opening and closing cycles. If necessary, the pipeline shall be refilled after each individual test and re-pressurised to the prescribed static pipeline head in order to test all scours within the section under test.

PSL 3.8.3 Remedial measures (Sub-clause 7.3.1 (c))

Add the following new clauses:

- a) Should the maximum leakage limits as specified be exceeded, the Contractor shall determine the position and cause of the leaks and shall take remedial measures at his own expense and to the satisfaction of the Engineer to stop such leaks and ensure the specified degree of water tightness.
- b) If during the contract period of maintenance, the number of leaks and other defects is considered by the Engineer to be more than could reasonably be expected from a well laid pipeline operating under normal conditions, he may order the Contractor to re-test parts or the whole of the pipeline at the Contractor's own expense and no claims for escalation in costs or for whatever other reasons the Contractor might consider to submit claims shall be considered, except where such re-tests are the result from damages caused to the pipeline by the Employer."

PSL 3.9 Concrete work (Sub-clause 5.13)

Add sub-clause 5.13 as follows:

PSL 3.9.1 Encased pipe work

- a) Where pipes and / or specials are permanently encased in concrete, e.g. in thrust blocks, walls of concrete valve chambers, stream crossings, etc., the coating over the portion to be so encased shall be to the same standard as the rest of the pipeline, except where indicated to the contrary in the Schedule of Quantities or on the drawings.
- b) Whenever it is necessary to encase pipes in concrete, the flexible joints shall not be encased and the concrete shall terminate 300 mm from the flexible joint.
- c) All specials encased in concrete shall be painted with one coat of bitumen primer and two coats of bit mastic paint to a dry film thickness of 180 micrometers.

PSL 3.9.2 Brickwork (Sub-clause 5.14)

Add sub-clause 5.14 as follows:

- a) Brickwork is to be built to the dimensions, thicknesses and heights as shown on the drawings.
- b) All exposed brickwork shall be plastered and shall have joints raked out to a depth of 12 mm to ensure good plaster bond.
- c) Mortar shall consist of one part cement to four parts approved sand by volume and shall be used within one hour of mixing.
- d) Brickwork shall be built in stretcher bond and all common bricks shall be well wetted before being laid.

PSL 4 MEASUREMENT AND PAYMENT

PSL 4.1 Steel specials and fittings (sub-clause 8.2.2)

Add the following payment item:

Item:

Fabrication, supply, transport and install and test the following pipe fittings. All items to be approved by Engineer prior to ordering.

Unit: number (no)

The unit of measurement for payment for the manufacture, corrosion protection and final over-coating as may be required, delivery, installation of pipes, site-testing and commissioning of pipes, pipe specials and fittings conforming with this Specification shall be measured by number for each type, class and size as stated in the Schedule of Quantities.

The rates tendered and paid for valves and fittings must include the cost of the provision of an approved coating and the cost of any additional couplings other than those listed in the Schedule of Quantities to connect to the water mains.

All adapters and distance pieces required for the extension to the specified level and length as shown on the drawings for air and scour valves must be included in the rates for the units.

The cost of providing couplings, cutting pieces, etc. shall be allowed for in the rate tendered for pipe work.

PSLB SABS 1200 LB: BEDDING (PIPES)

PSLB 1 MATERIALS

PSLB 1.1 Selected granular material (Sub clause 3.1)

Add the following to this sub-clause:

Granular materials shall be selected from trench and reservoir excavations. If the contractor elects not to apply selection of material from excavations, he shall provide suitable material from any other approved source at his own expense.

Bedding material shall be either of the following type:

a) Type A : Finally graded, composed of material with the following properties:

- i) Percentage by mass passing:
4,75 mm screen - 100 %
0,425 mm screen - 80 to 100 %
0,002 mm screen - 0 to 45 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 5 %, when performed on all the material passing the 0,425 mm sieve.

b) Type B : Medium graded, composed of material with the following properties:

- i) Percentage by mass passing:
4,75 mm screen - 80 to 100 %
0,425 mm screen - 60 to 80 %
0,002 mm screen - 0 to 40 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 35 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 18, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 7 %, when performed on all the material passing the 0,425 mm sieve.

c) Type C : Granular, composed of material with the following properties:

- i) Percentage by mass passing:
9,5 mm screen - 100 %
4,75 mm screen - 70 to 100 %
0,425 mm screen - 30 to 60 %
0,002 mm screen - 0 to 45 %

- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 40 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 20, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 10 %, when performed on all the material passing the 0,425 mm sieve.

Items a), b) and c) are conveniently summarised in the following table:

Material	PERCENTAGE BY MASS PASSING SCREENS				ATTERBERG LIMITS SHALL NOT EXCEED		
	9,5 mm	4,75 mm	0,425 mm	0,002 mm	Liquid Limit (LL) %	Plasticity Index (PI)	Linear Shrinkage (LS) %
Finely graded / A	100	100	80 - 100	0 - 45	30	15	5
	100	80 - 100	60 - 80	0 - 40	35	18	7,5
Medium graded / B	100	70 - 100	30 - 60	0 - 35	40	20	10
Granular / C							

PSLB 1.2 **Bedding (Sub-clause 3.3)**

Add the following to this sub-clause:

All steel pipes in the works shall be classed as “rigid” with flanged joints and shall be bedded on Class C bedding as described in sub-clause 5.2 of SABS 1200 LB, unless otherwise specified or instructed by the Engineer.

PSLB 1.3 **Backfilling of pipe trenches (Sub-clause 3.5)**

Add sub-clause 3.5 as follows:

No backfilling of pipe trenches on top of the selected fill layer may commence without the written consent of the Engineer or his Representative.

PSLB 2 **CONSTRUCTION**

PSLB 2.1 **Waterlogged trench bottoms (Sub-clause 5.5)**

Add sub-clause 5.5 as follows:

- a) Where trench bottoms are too soft and water logged to permit placement and compaction of bedding material in the normal manner, such trench bottoms shall be excavated to a depth of at least 300 mm below the underside of pipes and specials for the full width and length of the trench affected.
- b) The full width and length of the trench bottom and at least 500 mm height of both sides of trench walls shall be covered by an unwoven approved geotextile, similar to Kaymat U24.

The full width and length of the trench shall thereupon be covered by a 300 mm thick layer of coarse gravel, coarse sand or 19 mm nominal size crushed stone, fully compacted within the confines of the geotextile to take the mass of the pipe filled with water and all loads on the pipe without settlement.

The free drainage layer shall be covered over the full width of the trench by a single layer of geotextile with the cloth on trench walls folded over and overlapping to completely seal off the free drainage layer against ingress of sand or fine soil particle.

Pipes shall be laid directly on the bed prepared as above and pipe bedding and selected backfill completed as specified.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHS 1993 SAFETY SPECIFICATION

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/12/2020/21

CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE LOCAL MUNICIPALITY

PARTICULAR SPECIFICATIONS

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP will be bounded to this document under Part C4 (Post tender inclusion). The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

EMP.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

EMP.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

EMP.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

EMP.5 Access

- Access to existing water, schools, buildings, shops and residential properties must not be impeded during construction.
- Access water utilised by the Contractor must be maintained in good condition.

EMP.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
-
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

EMP.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMP.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.

- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

EMP.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

EMP.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g., oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill.

The contaminated soil should be disposed of in an appropriate container, depending on its classification.

- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public water or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the watersides, including both the public and private water.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

EMP.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMP.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

SECTION OHS: OHS 1993 HEALTH AND SAFETY SPECIFICATION

OHS.1 SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting and lowering of materials and equipment from the ground onto the pipe pedestals (sewer)
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

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

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

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

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

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

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (b) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (c) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

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

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

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

OHS.5 RISK ASSESSMENT and SAFETY PLAN

5.1 Risk assessment

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

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

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

5.2 Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

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

6.2 Health and safety induction training

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

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

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

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

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

7.2 Construction safety officer

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

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

7.3 Health and safety representatives

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

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

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

7.4 Health and safety committee

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

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

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (f) Excavation work as described in Regulation 11;
- (g) Demolition work as described in Regulation 12;
- (h) Scaffolding work as described in Regulation 14;
- (i) Suspended platform operations as described in Regulation 15;
- (j) Material hoists as described in Regulation 17;
- (k) Batch plant operations as described in Regulation 18;
- (l) Explosive powered tools as described in Regulation 19;
- (m) Cranes as described in Regulation 20;
- (n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (p) Stacking and storage on construction sites as described in Regulation 26; and
- (q) Inspections of fire equipment as described in Regulation 27.

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

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

OHS.8 RECORDS AND REGISTERS

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

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

OHS.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

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

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

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

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

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

informed and trained by a competent person regarding health hazards and related work procedures.

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

(e) Fall protection (Regulation 8)

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

(f) Structures (Regulation 9)

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

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

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

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

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

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

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

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

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

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

(q) Cranes (Regulation 20)

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

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

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

(s) Electrical installation and machinery on construction sites (Regulation 22)

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

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

s(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

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

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

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

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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

OHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

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

(a) Safety personnel

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

(b) Records and Registers

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

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO : EDM/26/2021-22

**CONSTRUCTION OF WATER SUPPLY AT GOROMANE VILLAGE IN BUSHBUCKRIDGE
LOCAL MUNICIPALITY**

C4: SITE INFORMATION

C4.1 LOCALITY MAP

C4.2 TENDER DRAWINGS

C4.1 LOCALITY PLAN

The Locality Plan is included in the set of drawings.

C4.3 TENDER DRAWINGS

A separate booklet containing the reduced size tender drawings have been issued under Volume 3 of the tender documentation.